AGREEMENT FOR SPECIAL SERVICES

I. PARTIES

This Agreement for Special Services (the "Agreement") is made this 25th day of October, 2012, between the law firm of ATKINSON, ANDELSION, LOYA, RUUD & ROMO, a Professional Law Corporation, hereinafter referred to as "Attorney" or the "Law Firm" and SOUTHWESTERN COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

II. RECITALS; PURPOSE; MATTERS

The District desires to retain and engage the Law Firm to perform legal services related to the negotiation of a Project Labor Agreement as set forth in the District's Informal Solicitation of Qualifications for Legal Counsel to Negotiate District Project Labor Agreement dated September 26, 2012, on the District's behalf, and the Law Firm is willing to accept said engagement on the terms and conditions contained in this Agreement. Attorney agrees to provide legal services to the District, including representation in administrative and court proceedings, as requested by the District. The place and time for such services are to be designated by the Superintendent/President of the District or designee.

III. TERMS AND CONDITIONS

A. The term of this Agreement shall be October 25, 2012, through October 25, 2013. For the period October 25, 2012, through October 25, 2013, the District hereby agrees to pay the Law Firm in connection with the above-referenced services as authorized at the following hourly rates: Two Hundred Sixty-Five Dollars ($265.00) for Partners, Two Hundred Fifty Dollars ($250.00) for Senior Associates, Two Hundred Thirty Dollars ($230.00) for Associates, and One Hundred Thirty-Five Dollars ($135.00) for Paralegals and Law Clerks. The Law Firm shall bill in quarter-hour increments.

It is anticipated that the project labor agreement will require six negotiating sessions with the San Diego Building Trades Council and/or Carpenters Union and appearance at five board meetings, both in closed and open session, or client meetings. Based on these estimated meetings and the preparation time, Law Firm proposes a not to exceed amount of Twenty Five Thousand Dollars ($25,000.00). This amount does not include any legal expense after the project labor agreement is executed and expressly does not include any legal fees associated with legal challenges. In the event, the number of negotiations, board meetings, and/or client meetings exceeds the estimate, Law Firm and District agree to reevaluate the not to exceed price. However, notwithstanding the foregoing, any work requested by District in excess of the not to exceed amount will be compensated at the hourly rates set forth in this section.

B. Agreements for legal fees at other than the hourly rates set forth above may be made by written mutual agreement for special projects or particular scopes of work. In the course of traveling to the District or while providing legal services at the District, it may be
necessary for the Law Firm to provide billable services to other clients.

C. The Law Firm shall not be obligated to advance costs on behalf of the District; however, for purposes of convenience and in order to expedite matters, the Law Firm reserves the right to advance costs on behalf of the District with the Superintendent/President or designee’s prior approval in the event a particular cost item exceeds $2,000.00 in amount, and without the prior approval of the District in the event a particular cost item totals $2,000.00 or less. Typical cost items include, by way of example and not limitation, document preparation and word processing, long distance telephone charges, fax/telecopy charges, copying charges, messenger fees, travel costs, bonds, witness fees, deposition and court reporter fees, transcript costs, expert witness fees, investigative fees, etc. If the Law Firm retains, with authorization from the District, experts or consultants for the benefit of the District, rather than the District contracting directly with any expert or consultant, it is agreed that the District shall pay a five percent (5%) fee ("consultant processing fee") on such expert and consultant costs paid by the Law Firm in order to offset certain costs to the Law Firm resulting from administering and initially paying such expert and consultant fees on behalf of the District.

D. A detailed description of the attorney work performed and the costs advanced by the Law Firm will be prepared on a monthly basis as of the last day of the month and will be mailed to the District on or about the 15th of the following month. Payment of the full amount due, as reflected on the monthly statements, will be due to the Law Firm from District by the 10th of each month, unless other arrangements are made. In the event there are retainer funds of the District in the Law Firm’s Trust account at the time a monthly billing statement is prepared, funds will be transferred from the Law Firm’s Trust Account to the Law Firm’s General Account to the extent of the balance due on the monthly statement and a credit therefor will be reflected on the monthly statement. Any balance of fees or costs advanced remaining unpaid for a period of 30 days will be subject to a 1% per month service charge.

E. The District agrees to review the Law Firm’s monthly statements promptly upon receipt and to notify the Law Firm, in writing, with respect to any disagreement with the monthly statement. Failure to communicate written disagreement with the Law Firm’s monthly statement within thirty (30) days of the District’s receipt thereof shall be deemed to signify the District’s agreement that the monthly billing statement accurately reflects: (a) the legal services performed; and (b) the proper charge for those legal services.

F. The District agrees to fully cooperate with the Law Firm in connection with the Law Firm’s representation of the District including, but not limited to, attending mandatory court hearings and other appearances and providing necessary information and documentation to enable the Law Firm to adequately represent the District.

G. The District has the right, at any time, and either with or without good cause, to discharge the Law Firm as the District’s attorneys. In the event of such a discharge of the Law Firm by the District, however, any and all unpaid attorneys’ fees and costs owing to the Law Firm from the District shall be immediately due and payable.

H. The Law Firm reserves the right to discontinue the performance of legal services on behalf of the District upon the occurrence of any one or more of the following events:
1. Upon order of Court requiring the Law Firm to discontinue the performance of said legal services;

2. Upon a determination by the Law Firm in the exercise of its reasonable and sole discretion, that state or federal legal ethical principles require it to discontinue legal services for the District;

3. Upon the failure of the District to perform any of the District's obligations hereunder as respects the payment of the Law Firm's fees and costs advanced; or

4. Upon the failure of the District to perform any of the District's obligations hereunder as respects cooperation with the Law Firm in connection with the Law Firm's representation of the District.

I. In the event that the Law Firm ceases to perform legal services for the District as hereinabove provided, the District agrees that it will promptly pay to the Law Firm any and all unpaid fees or costs advanced, and retrieve all of its files, signing a receipt therefor. Further, the District agrees that, with respect to any litigation where the Law Firm has made an appearance in Court on its behalf, the District will promptly execute an appropriate Substitution of Attorney form.

J. The Law Firm maintains errors and omissions insurance coverage applicable to the services to be rendered. Law Firm has previously provided to District in response to RFP No. 135 for Legal Services an Insurance Affidavit stating that Law Firm is insured with policy limits not less than the following:

**Commercial General Liability:**
- Bodily Injury & Property Damage: $2,000,000 General Aggregate
- $1,000,000 Products Aggregate
- $1,000,000 Each Occurrence
- $50,000 Fire Damage Limit
- $5,000 Medical Expense Limit

**Auto Liability to include owned, non-owned and hired:**
- Bodily Injury: $1,000,000 each person
- $1,000,000 each accident
- Property Damage: $1,000,000 each accident
- Combined Single Limit: $1,000,000 each accident

**Workers' Compensation Insurance Certificate was provided.**

**Professional Liability (Errors and Omissions):**
- $3,000,000 Each Occurrence
K. It is understood and agreed that the Law Firm, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

IV. **CONSENT TO LAW FIRM COMMUNICATION**

As part of our commitment to client service, the Law Firm will send the District periodic alerts on case developments and legislative changes, and notices of Breakfast Briefings, conferences, and other training opportunities designed to help the District with daily legal concerns. The Law Firm will send those and other additional service notices to the District via regular mail and/or electronic mail at the email address which it designates or the email used in daily communications with us. These email notices are a convenient way to keep the District administrators apprised of important legal changes. By execution of this Agreement, the District and designated contact(s) consent to receive such communications by electronic mail subject to the right to unsubscribe at any time.

V. **ARBITRATION**

The parties agree that all disputes which arise between the District and the Law Firm, whether financial or otherwise regarding the attorney-client relationship, shall be resolved by binding arbitration. The parties agree to waive their right to a jury trial and to an appeal.

VI. **DURATION**

This Agreement shall be effective October 25, 2012, through October 25, 2013, and thereafter shall continue from month-to-month at the then current hourly rate set forth herein until modified in writing by mutual agreement or terminated by either party upon thirty (30) days' written notice.
VII. EXECUTION DATE

This Agreement is entered into this 25th day of October, 2012.

"Law Firm"

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Dated: October 17, 2012

By: [Signature]

GERALD A. CONRADI

"District"

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT

Dated: [Blank]

By: Melinda Nish, Ed. D.
   Superintendent/President

Originator: Steven Crow
   Vice President for Business & Financial Affairs
   Account No. 0545123-718722-970

Approved as to form by the office of the Director
Purchasing, Contracting & Central Services

Approval No.: A3626.12
Date: [Blank]