CONTRACT FOR LEGAL/CONSULTANT SERVICES

THIS WRITTEN FEE CONTRACT ("Contract") is entered into by and between PALO VERDE COMMUNITY COLLEGE DISTRICT ("Client and/or District") and the Erickson Law Firm A.P.C. ("Attorneys and/or Consultants") as authorized by Education Code section 35205.

1. Scope of Agreement

Client hires Attorneys to provide legal and consultant services in connection with the operation of the Palo Verde Community College District.

There is no retainer or minimum commitment Attorneys will provide those legal services reasonably required to represent Client. This Agreement may continue in effect until terminated, modified or amended at any time by the District in writing. If Attorney's are requested to provide legal services in response to a complaint filed against the District, said services may include prosecuting or defending the case through trial and all appeals and execution on any judgment obtained.

2. Fee Arrangement

Client agrees to pay to Attorney the sum of $185.00 per hour of Attorney time for all matters except those in which the District will receive reimbursement from the State as mandated costs (e.g., collective bargaining, grievance and unfair practice charge defense, collective bargaining agreement administration, issues regarding Brown Act, etc.), which shall be billed at the rate of $135.00 per hour; $105.00 per hour for paralegals (if used) and $125.00 per hour for law clerks (if used) to the extent time is expended in the performance of the above-described services, plus reasonable expenses. All sums due under this Agreement shall be paid by the District monthly in arrears upon receipt of a statement for fees and costs incurred on a monthly basis. There is no charge for travel time.

The parties expressly agree that beginning two years from the date of this Agreement, Attorneys may increase the billable rates set forth above by providing Client with thirty days written notice. However, said rates may be increased no more than once per year and by no more than five percent (5%) in any given year.

3. Billing Practices

Attorneys bill in minimum units of 0.1 hours (6 minutes) for any task. Attorneys shall not bill for any telephone calls with District administrators on non-mandated cost matters lasting less than 15 minutes.

4. Costs and Other Charges in General

Attorneys will incur various costs and expenses in performing legal and consulting services under this contract. Client agrees to pay for those costs and expenses in addition to the hourly charges for services rendered. The costs and expenses commonly include sheriffs', marshals' and process servers' fees, filing fees and other charges assessed by courts and other public agencies, court reporters' fees, jury fees, witness fees, messenger and other delivery fees, postage, charges for computer research and outside assisted legal research, investigation expenses, consultants' fees, expert witness fees, reasonable travel expenses (including the lesser of IRS mileage or rental car plus fuel, lodging, parking, etc.), photocopying and other reproduction, and other similar items.

5. Billing Statements

Attorneys will send Client a statement for fees and costs incurred on a monthly basis. Attorneys' statements shall clearly state the basis thereof, including the amount, rate and basis for calculation (or other method of determination) of Attorneys' fees. Attorneys shall provide Client with a statement within ten (10) days of Client's request.

6. **Duties of Attorneys/Consultant and Client**

Attorneys shall provide those legal and consulting services reasonably required to represent Client in matters described in paragraph 1 of this contract. Attorneys shall also take reasonable steps to keep Client informed and to respond to Client's inquiries.

Client shall cooperate with Attorneys, keep them informed of developments, perform the obligations as agreed to under this agreement, and pay Attorneys' bills in a timely manner.

7. **Discharge and Withdrawal**

Client may discharge Attorneys at any time by written notice. Attorneys may withdraw only for cause. Among the facts constituting cause of Client's breach of this contract include Client's refusal to cooperate with Attorney or to follow his advice in a material matter, or any fact or circumstance that would render Attorneys' continuing representation of Client unlawful or unethical.

Attorneys and Client agree to sign any documents reasonably necessary to effect or complete Attorneys' discharge or withdrawal.

8. **Termination and Conclusion**

Upon the termination or conclusion of services, all unpaid charges for services rendered and costs incurred or advanced through the termination or conclusion date shall become immediately due and payable.

9. **Insurance**

Attorney maintains errors and omissions insurance coverage applicable to services to be rendered.

10. **Disclaimer of Guarantee**

Attorneys make no promises or guarantees to Client about the outcome of matters in which they represent Client, and nothing in this contract shall be construed as such a promise or guarantee.

11. **Written Contract Required by Law**

This document constitutes the written fee agreement between Attorneys and Client required by California Business and Professions Code Section 6148. Client shall be presumed to be in agreement with all the provisions set forth in this document when Client duly signs it.

Dated: _____ _____

REX RANDALL ERICKSON
Erickson Law Firm A.P.C.
225 Broadway, Suite 1450
San Diego, California 92101

As the duly authorized representative of the Governing Board of the Palo Verde Community College District, I accept the terms of this contract.

Dated: _____ _____

Name: _____
Title: _____
Palo Verde Community College District
One College Drive
Blythe, CA 92225