



CURLS BARTLING P.C.
A Professional Law Corporation

July 1, 2016

Sent via Electronic Mail

Dr. Jowel Laguerre
Chancellor
Peralta Community College District
333 East Eight Street
Oakland, California 94606

Re: Contract for Legal Services

Dear Chancellor Laguerre:

We at Curls Bartling P.C. (the “**Firm**,” “**we**” or “**us**”) are happy that you have allowed us the opportunity to continue to serve as legal counsel to Peralta Community College District (the “**District**”), providing advice on those matters, from time to time, to which we mutually agree. California law requires that contracts for legal services (with certain exceptions) be in writing and contain certain information. This letter is our retention agreement (“**Agreement**”) which, when fully signed, will constitute the terms and conditions of our Firm’s representation of the District with respect to our legal services (collectively, the “**Services**”).

Our responsibility in this engagement will be to handle any matters for which you request Services and for which we agree to provide Services (subject in all material respects to your direction) with reasonable professional skill and reasonable dispatch, while your responsibility, on behalf of the District, will be to provide us with the necessary information and direction to perform the requested services and to compensate us for our services in accordance with the terms of this Agreement. Our representation of the District shall be upon the additional terms and conditions set forth below.

When we have commenced work on the District’ behalf prior to having received an executed copy of this Agreement, you hereby agree that all such work will also be covered by the terms of this Agreement.

1. Company as Client. Our Firm’s engagement with respect to the above matters is limited to assisting the District, the entity. To the extent any individual director, member or officer of the District desires legal advice regarding individual interests with respect to a transaction, we understand such person will seek independent counsel and we encourage each such person to do so. It is our Firm’s understanding that you are the person with whom our firm is authorized to speak and from whom we should and can take direction with respect to matters on behalf of the District.

2. Fees. Our fees will be based on the amount of time spent and the then current hourly rate(s) of the attorneys and assistants (specifically paralegals and legal assistants) assigned to the above matter. Our Firm's billing rates vary depending on the expertise and experience of the particular attorneys or paralegals performing the services. At present, our hourly rate for Ms. Curls Bartling is \$395/hr., attorneys with ten (10) or more years of experience are \$355/hr., attorneys with less than ten (10) years of experience are \$275/hr., and paralegals are \$175/hr.

We are pleased to offer legal services to the District at the following discounted rates: Ms. Curls Bartling's rate – \$265/hr., attorneys with ten (10) or more years of experience – \$250/hr., attorneys with less than ten (10) years of experience – \$235/hr., and paralegals – \$120/hr. When possible, and at the responsible attorney's discretion, we utilize paralegals to maximize the attorney's productivity while minimizing legal fees charged to the client. The Firm's rates are subject to change annually, even during the pendency of a matter, generally at the beginning of each year, but in any event the District will be given at least sixty (60) days' notice of any fee increases. The District may elect to terminate our services if you choose not to consent to any rate increase by giving us written notice of that election. Should the District decline to pay any increased rate that result from this adjustment, we reserve the right to withdraw from representation. This letter constitutes an agreement to pay the prevailing rates for time spent by personnel of the Firm.

Time is charged on an hourly rate basis, unless other specific arrangements are made. Time is charged in minimum increments of 6 minutes, even though the time expended may be less. Time is charged for all professional services rendered. Our fees are not contingent upon completion or success of the proposed matter.

3. Costs. In addition to paying our legal fees, the District will also be required to reimburse us for all costs and expenses incurred by the Firm in its performance of services for the District, including long distance or conferencing service charges associated with telephone calls, travel and related expenses, off-site and extensive on-site photocopying, faxes, filing fees, computer legal research fees, messenger/delivery costs, and overtime costs, etc. The Firm may invoice the District separately for these costs, or together with our statements for legal services rendered, and must be reimbursed promptly. For third party charges or "costs advanced," the District will be charged the actual out-of-pocket expenses incurred by us on its behalf. Disbursements that are equal to or in excess of \$300.00 may be passed on to you for direct payment by the District to the vendor. You acknowledge and understand that the Firm periodically reviews its charges and may update them, upon written notice, to adjust for inflation and increased overhead costs.

4. Deposit. No deposit amount for fees is requested at this time. However, we reserve the right to request a deposit later to the extent that the scope of work requires it or if we find that there is delay by the District in the timely payment of our Firm's invoices. Any and all deposits will be placed and held in a client trust fund account until services have been provided by, or costs incurred by, the Firm related to this matter. All interest accrued on said deposit shall be payable to the State Bar of California as required by law. Upon the preparation of our monthly invoice as more fully set forth below in Paragraph 4, the deposit will be debited.

5. Billing. We will send a monthly invoice to you setting forth by day and by personnel, the amount of time expended on the District' behalf together with a description of the services rendered. Our invoices generally will be prepared and mailed within sixty (60) days following the

month in which our services are rendered and/or costs advanced. If you have provided a deposit, payment in the amount set forth on the invoice will automatically be deducted from the deposit amount being held in the client trust account on Your behalf. The District' invoice will reflect that the deposit amount has been credited to the invoice. If the funds remaining in the client trust account are insufficient to pay any invoice (or if there are no deposit funds), then the District' invoice will show the amount of fees and costs then due. You, on behalf of the District, agree to review the Firm's invoices upon receipt and to advise the Firm of any concern or question with respect to an invoice within thirty (30) days after receipt. Failure by you to raise on behalf of the District any concerns or questions with respect to an invoice within such time period will constitute acceptance and approval of the invoice.

Payment in full of those sums set forth in the invoice is due within thirty (30) days of the invoice, unless other arrangements are made. If the unpaid balance of any invoice remains outstanding for more than sixty (60) days, it may then bear interest at the rate of five percent (5%) simple interest per annum, to accrue from the date of such statement until such balance is paid in full. Unless otherwise specifically agreed in writing, the Firm's services are not rendered on a "contingency fee" basis; that is, the Firm's fees and costs are required to be paid regardless of the outcome of the matter involved.

6. Termination. The District will have the right to terminate our representation at any time for any reason. We will have the same right, subject to an obligation to give You reasonable notice to arrange for alternative representation. Termination of our relationship by either party will not relieve the District from its obligation to pay the Firm for any outstanding legal fees and costs incurred prior to such termination.

7. Arbitration Of Fee Dispute. In the event of a dispute arising under this Agreement regarding attorney's fees or costs in which the Firm files suit in any court, the District has the right to stay that suit by timely electing to arbitrate the dispute under California Business and Professions Code sections 6200-6206, in which event the Firm must submit the matter to such arbitration.

8. Arbitration Of Malpractice Claim – Waiver Of Right To Jury Trial. If a dispute exists between the District and the Firm or any of its attorneys regarding a claim of attorney malpractice (that is, whether any legal services rendered by the Firm and its attorneys, under this Agreement or otherwise, were improperly, negligently, or incompetently rendered, or rendered in breach of a contractual or ethical duty), the District hereby agrees that the dispute will be submitted for binding arbitration, and the District and the Firm and its attorneys will be bound by the result.

BY SIGNING THIS AGREEMENT YOU, ON BEHALF OF THE DISTRICT, UNDERSTAND AND ACKNOWLEDGE THAT, BY AGREEING TO BINDING ARBITRATION, THE DISTRICT WAIVES THE RIGHT TO SUBMIT THE DISPUTE FOR DETERMINATION BY A COURT AND THEREBY ALSO WAIVE THE RIGHT TO A JURY TRIAL. You, on behalf of the District, acknowledge that you have been informed that the grounds for appeal of an arbitration award are limited compared to a court judgment or jury verdict.

It is further agreed and understood that initial resort to the courts by either party shall not be considered a waiver of that party's right to compel binding arbitration under this provision. The binding arbitration shall be conducted and the parties agree that such arbitration shall be before a single

arbitrator mutually chosen by the parties. In the event of any such arbitration, pending resolution of the arbitration and award of costs by the arbitrator, the District and the Firm each shall advance one-half of the amounts, if any, requested to be advanced to the arbitrator and the sponsoring organization. The Firm and the District shall each have the right of discovery in connection with any arbitration proceeding in accordance with Code of Civil Procedure Section 1283.05. The cost of the arbitration, excluding legal fees and costs, shall be borne by the losing party in such proportion as the arbitrator shall decide. The parties to any such arbitration shall bear their own legal fees and costs for all claims, contract, or tort claims. The sole and exclusive venue for the arbitration and or any legal dispute shall be Alameda County, California.

9. Disclaimer of Guaranty. Although the Firm and its attorneys may offer an opinion about possible results regarding the subject matter of this Agreement, **we cannot guarantee any particular result.** You hereby acknowledge on behalf of the District that any prediction or opinion that may be offered by the Firm and its attorneys will not constitute a guarantee of results.

10. File Retention. Upon the conclusion of a matter or earlier termination of our services, we will return all files to District upon your request. In the event we represent multiple persons and one withdraws from representation, an electronically scanned copy of the file will be provided to the withdrawing client, upon request, and the original maintained by the Firm for use by the remaining clients. We will retain our internal attorney-work-product files. We reserve the right to destroy the District' and our attorney-work-product files within a reasonable period of time after the termination of our representation. If we retain the District files and/or property, it is our practice to destroy all such files one (1) year after the matter is closed unless other arrangements are made by you.

[Remainder of Page Intentionally Left Blank.]

11. Counterparts. This Agreement may be executed in multiple counterparts, and transmitted by facsimile or electronic mail, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Please review the foregoing and, if it meets with your approval, please execute a copy where indicated below, make a copy for your records and return the original to me.

We look forward to working with you.

If you have any questions concerning this Agreement, please feel free to call me.

Very truly yours,

CURLS BARTLING P.C.

By: _____
ERICKA CURLS BARTLING

APPROVED AND AGREED:
PERALTA COMMUNITY COLLEGE DISTRICT

By: _____
Jowel Laguerre, Chancellor

Date: _____