

6.1

## RETAINER AGREEMENT

This Retainer Agreement is entered into by and between Chabot-Las Positas Community College District ("District") and Public Agency Law Group ("Counsel"), this 1<sup>st</sup> day of January, 2018, with regard to the following recitals:

**WHEREAS**, the District is engaged from time to time in the development, design, bidding, construction, maintenance of various physical facilities, real property transactions, and other general business and public contract matters.

**WHEREAS**, Counsel has special skills, knowledge, experience and expertise in the area of public purchasing, public contracts, public construction law, general business and related matters.

**WHEREAS**, the District has determined that it is in its best interests to retain Counsel as legal counsel to represent, advise and counsel the District in purchasing, construction, general business and related matters, as may be assigned by the District from time to time;

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the District and Counsel agree as follows:

1. The District retains Counsel as legal counsel, and as an independent contractor, to represent the District and to provide legal advice, counseling and related legal services in connection with matters, as may be assigned or requested by the District from time to time.
2. Counsel shall be compensated for professional services rendered under this Agreement at the following hourly rates:

Sherman Wong	\$305
Debby Watson	\$299
Catherine Kim	\$235

Unless otherwise agreed by Counsel and the District in connection with particular tasks assigned Counsel under this Agreement, Counsel's billings under this Agreement shall be in increments of one-tenth (0.1) of an hour. If the District exercises the option to extend the Term of this Agreement, the foregoing billing rates are subject to annual increases in an amount of not more than three percent (3%) of the billing rates for Initial Term or the immediately preceding Renewal Term.


3. In addition to attorneys' fees pursuant to Paragraph 2, the District will be billed for costs incurred by Counsel in providing services under this Agreement, including but not limited to photocopying, long distance telephone, fax, on-line legal research, and authorized travel. In addition, should any matter assigned to Counsel under this Agreement proceed to litigation, the District will be billed litigation-related costs, such as filing fees, service fees and deposition costs. These costs, including any other costs advanced by Counsel, shall be billed to the District in Counsel's monthly statements and such costs shall be paid by the District in accordance with Paragraph 4 of this Agreement.
4. Counsel shall submit monthly statements to the District for fees and costs for services performed under this Agreement. The District shall make payment to Counsel within thirty (30) days after receipt of such statements. Such monthly statements shall indicate the services performed, the individual(s) performing the services and shall provide an accounting of work time spent for which payment is requested under this Agreement.

5. Counsel and the District reserve the right, in their respective discretion, to terminate this Agreement at any time upon ten (10) days prior written notice to the other party. In the event that Counsel shall be attorney of record in any pending litigation matter at the time that the District shall exercise its right to terminate this Agreement, this Agreement shall not be deemed terminated until Counsel shall have had an opportunity to obtain leave of court to withdraw from any court proceeding in which Counsel is attorney of record for the District. In the event of termination of this Agreement, Counsel shall provide the District with all materials, documents and work product related to services performed by Counsel under this Agreement.
6. The experience, skill and expertise of Counsel are of essence to this Agreement. Counsel shall not assign, whether by assignment or novation, this Agreement or delegate its duties hereunder, in whole or in part, or any right or interest hereunder without the prior written consent of the District.
7. During the Term of this Agreement, Counsel shall obtain and maintain the following insurance coverages:

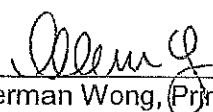
General Liability Insurance	One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.
Automobile Liability Insurance	One Million Dollars (\$1,000,000) combined single limit.
Workers Compensation Insurance	In accordance with laws.
Employers Liability	One Million Dollars (\$1,000,000).
Professional Liability	One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) in the aggregate.
8. Unless earlier terminated pursuant to the provisions hereof, the Term of this Agreement shall be sixty (60) months, commencing on the date set forth above.
9. The District's Chancellor and/or Vice Chancellor, Business Services or employee of the District as may be designated by the District's Chancellor or Vice Chancellor, Business Services shall have the authority to exercise the District's rights under this Agreement and to assign matters to counsel.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth below.

Chabot-Las Positas Community College District

By:  1.19.18  
Lorenzo Legaso, Vice Chancellor Business Services Date

Public Agency Law Group

By:  1/10/2018  
Sherman Wong, Principal Date