

AGREEMENT FOR LEGAL SERVICES

PARTIES

This Agreement For Legal Services (the "Agreement") is made this 22 day of February 2012, between the law firm of ATKINSON, ANDELSON, LOYA, RUUD & ROMO, A Professional Law Corporation, hereinafter referred to as "Attorney" or the "Law Firm," and the DIXON PUBLIC LIBRARY DISTRICT, hereinafter referred to as "DISTRICT."

RECITALS; PURPOSE; MATTERS

DISTRICT desires to retain and engage the Law Firm to perform legal services on 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 DISTRICT in regard to those matters requested by DISTRICT. DISTRICT understands that Law Firm makes no representation in advance regarding the total fees or costs required to provide legal representation in any particular matter.

TERMS AND CONDITIONS

DISTRICT hereby agrees to pay the Law Firm in connection with the performance of legal services, including, but not limited to, preparation, telephone calls and travel time, at the following hourly rates: Two Hundred Five Dollars (\$205.00) for Associates, and Two Hundred Twenty Dollars (\$220.00) for Partners and Senior Counsel, and for Associates performing construction-related litigation, facilities work, complex business transactions, special education, complex investigations and court/administrative litigation. Paralegals shall be paid One Hundred Thirty Dollars (\$130.00) per hour. Legal services shall be calculated in fifteen (15) minute increments.

The Law Firm may modify legal services rates effective July 1st of any year by providing thirty (30) days' written notice to DISTRICT; however, should DISTRICT object in writing to the modified rates within the thirty (30) day period, no change will be made until the rate is mutually agreed to by the parties.

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 with prior approval in the event a particular cost item exceeds \$200.00 in amount, and without the prior approval of the DISTRICT in the event a particular cost item totals \$200.00 or less. Typical cost items include, by way of example and not limitation, projects involving document preparation and word processing (\$40.00/hour), long distance telephone charges, fax/telecopy charges (\$2.00/page), copying charges (\$0.20/page), computer assisted legal research (at cost), 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.

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 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 the subsequent month, unless other arrangements are made. Any balance of fees or costs advanced remaining unpaid for a period of thirty (30) days will be subject to a 1% per month service charge.

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.

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/administrative hearings and other appearances and providing necessary information and documentation to enable the Law Firm to adequately represent the DISTRICT.

Law Firm cannot, without appropriate consents, represent DISTRICT in any matter if a conflict of interest exists with another client of the Law Firm.

The DISTRICT has the right, at any time, and either with or without good cause, to discharge the Law Firm on thirty (30) days' written notice. 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.

The Law Firm reserves the right to discontinue the performance of legal services on behalf of the DISTRICT on thirty (30) days' written notice or upon the occurrence of any one or more of the following events:

Upon order of Court requiring the Law Firm to discontinue the performance of said legal services;

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 DISTRICT;

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

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

In the event that the Law Firm ceases to perform legal services for 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, DISTRICT agrees that, with respect to any litigation where the Law Firm has made an appearance in Court on its behalf, DISTRICT will promptly execute an appropriate Substitution of Attorney form.

The Law Firm maintains errors and omissions insurance coverage applicable to the services to be rendered.

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 DISTRICT.

CONSENT TO LAW FIRM COMMUNICATION

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

ARBITRATION

If any dispute arises out of, or related to, a claimed breach of this Agreement, the professional services rendered by Attorneys, or DISTRICT's failure to pay fees for professional services and other expenses specified, or any other disagreement of any nature, type or description regardless of the facts or the legal theories which may be involved, including attorney malpractice, such dispute shall be resolved by binding arbitration by a single arbitrator. The parties may take discovery pursuant to the Code of Civil Procedure, but the arbitrator may, upon request, limit the amount and scope of such discovery after considering the cost involved and the need for an expeditious resolution of the dispute. Each party shall bear his/their own costs and attorneys' fees. The parties agree to waive their right to a jury trial and to an appeal.

DURATION

This Agreement shall be effective until work is completed or the Agreement is terminated as provided above.

EXECUTION DATE

This Agreement is entered into between the parties as confirmed by the signatures below.

Dated: 2/22/2012

"Law Firm"
ATKINSON, ANDELSON, LOYA,
RUUD & ROMO

By: 
TERRY FILLIMAN

Dated: 2/22/2012

"DISTRICT"
DIXON PUBLIC LIBRARY DISTRICT

By: 
IRINA OKHREMTCHOUK
Board President