

OHLONE COMMUNITY COLLEGE DISTRICT

MEMORANDUM

TO: Board of Trustees
FROM: Douglas Treadway
DATE: April 9, 2008
SUBJECT: Ratify Contract No. 3340801 with Miller, Brown, & Dannis for Legal Services

The District is in need of specialized legal services in the area of construction law. Miller, Brown, and Dannis is a highly respected and qualified law firm specializing in construction litigation. The firm was highly recommended by the District's current law firm, School and College Legal Services.

The hourly rates for shareholder attorneys are extremely reasonable for these services at \$210-\$265. It is anticipated that the total agreement would not exceed \$10,000.

Funds for this purpose are identified in the Measure A Bond, Fund 42 under "Legal Services".

RECOMMENDATION

The Superintendent/President recommends the Board ratify the retainer agreement, contract no. 3340801, with Miller, Brown, and Dannis for a not-to-exceed amount of \$10,000.00.

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this 1st day of March, 2008, by and between the Ohlone Community College District, hereinafter referred to as College, and Miller Brown & Dannis, a professional corporation, hereinafter referred to as Attorney.

In consideration of the promises and the mutual agreements hereinafter contained, College and Attorney agree as follows:

College appoints Attorney to represent, advise and counsel it regarding the Newark Center Construction Program as requested.

Attorney agrees to keep current and in force at all times a policy covering incidents of legal malpractice.

College shall be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, perform the obligations it has agreed to perform under this Agreement, and pay Attorney bills in a timely manner.

College agrees to pay Attorney two hundred ten dollars (\$210) to two hundred sixty five dollars (\$265) per hour for shareholders, special counsel and of counsel, one hundred eighty-five dollars (\$185) to two hundred fifteen dollars (\$215) per hour for associates and one hundred ten dollars (\$110) to one hundred twenty five dollars (\$125) per hour for paralegals and law clerks. Substantive communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of three-tenths (.3) of an hour. In addition, reasonable travel time will be charged at the regular hourly rate. In the course of travel it may be necessary for Attorney to work for and bill other clients while in transit.

Agreements for legal fees at other than the hourly rate set forth above may be made by mutual agreement for special projects or particular scopes of work.

College further agrees to reimburse Attorney for actual and necessary expenses and costs with respect to providing the above services including expenses such as copying costs, express postage, and facsimile transmittals, which shall be billed at Attorney's actual costs without markup. College agrees that such actual and necessary expenses may vary according to special circumstances necessitated by request of College or emergency conditions which occasionally arise.

College further agrees to pay for major costs and expenses by paying third parties directly including, but not limited to, costs of serving pleadings, and other charges assessed by courts and other public agencies, arbitrators' fees, court reporters' fees, jury fees, witness fees, investigation expenses, consultants' fees and expert witness fees. Upon mutual consent of College and Attorney, Attorney may pay for such costs and expenses and College shall reimburse Attorney.

Attorney shall send College a statement for fees and costs incurred every calendar month. Attorney's statements shall clearly state the basis thereof, including the amount, rate and basis for calculations or other methods of determination of Attorney's fees. College shall pay Attorney's statements within thirty (30) days after each statement's date.

It is expressly understood and agreed to by both parties that Attorney, while 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 College.

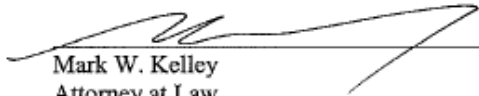
College or Attorney may terminate this Agreement by giving thirty (30) days written notice of termination to the other party.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement for Professional Services.

OHLONE COMMUNITY COLLEGE DISTRICT

_____ Date

MILLER BROWN & DANNIS



Mark W. Kelley
Attorney at Law

3/12/06

Date