

A G R E E M E N T

(Legal Services - Counsel)

THIS AGREEMENT made and entered into this day of March, 1979, by and between the Santa Barbara Community College District, hereinafter called "DISTRICT", and Thomas P. Anderle of the City of Santa Barbara, State of California, hereinafter called "ATTORNEY";

W I T N E S S E T H:

WHEREAS, Thomas P. Anderle is duly licensed to practice the profession of law in all courts of the State of California; and,

WHEREAS, the DISTRICT desires the professional services of ATTORNEY, as DISTRICT'S Counsel and for advice and counsel and for such other and additional legal assistance and service to the DISTRICT and the DISTRICT'S administrative personnel as may, from time to time, be required.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. Employment of ATTORNEY as Counsel.

The DISTRICT does hereby appoint Thomas P. Anderle as its Counsel. He shall render such legal representation, services, assistance, advice and counsel to the DISTRICT

and its administrative personnel as may, from time to time, be required of him.

II. Reports.

ATTORNEY shall keep the administrative personnel and the Board of Trustees of the DISTRICT advised of the character and progress of legal proceedings, claims, matters and other legal business of the DISTRICT being handled by ATTORNEY.

III. Consultation and Other Services.

ATTORNEY may be consulted at all times by any of the Board Members and the administrative personnel of the DISTRICT on all DISTRICT business requiring professional advice or opinion. As the Board may from time to time direct, ATTORNEY shall engage or participate in such consultations, negotiations and conferences as may be necessary or desirable in connection with DISTRICT business. At the direction of the Board or the administrative personnel of the DISTRICT, ATTORNEY shall draft such documents as may be necessary or desirable. The listing herein of certain legal services shall not be construed as a limitation upon the nature and kind of legal services which DISTRICT may request and which ATTORNEY may perform as Counsel for DISTRICT.

IV. Litigation.

ATTORNEY shall maintain and defend lawsuits which may be brought by or against the DISTRICT or its administrative personnel provided that prior to such representation DISTRICT will obtain the written views of the Santa Barbara County Counsel before directing ATTORNEY to conduct, prepare or defend any particular matter of litigation all in accordance with Education Code Section 72420.

V. Compensation.

The compensation to be paid to and accepted by ATTORNEY for all work and services authorized by and performed under this Agreement will be as follows:

A. Investigation, legal research, consultations, conferences, court appearances and all other services at \$70 per hour.

B. Reimbursement of out-of-pocket expenses, including long-distance telephone and telegraph tolls, secretarial services required to be rendered outside the office of ATTORNEY in Santa Barbara, California, and necessary travelling expenses when required in connection with the performance of this Agreement, at cost, except that when travelling is accomplished by the use of a personal car, all expenses related to the use of such

personal car shall be paid at the flat rate of 18 cents per mile.

C. The hourly compensation hereinabove set forth shall include all routine office and secretarial services, overhead and supplies necessary or desirable for the performance of the services contemplated by this Agreement and no additional charge shall be made therefor.

VI. Term of Agreement and Effective Date.

This Agreement shall be effective retroactive to and including February 1, 1979, and shall continue in force and effect at the pleasure of the Board of Trustees of the DISTRICT; provided, however, that either party hereto may withdraw from this Agreement upon the giving of sixty (60) days notice in writing.

VII. Statement and Payments.

For all services rendered by ATTORNEY pursuant to this Agreement, statements for work performed and expenses incurred shall be prepared on a monthly basis and submitted to the DISTRICT in such form and in such detail as shall be acceptable to the DISTRICT.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate the day and

year first above written.

ATTORNEY:

Thomas P. Anderle
Thomas P. Anderle

Santa Barbara Community
College District

By David Mertes
DAVID MERTES
Superintendent-President and
Secretary/Clerk to the Board
of Trustees

DATE March 30, 1979