



ATTORNEYS AT LAW

621 Capitol Mall
25th Floor
Sacramento, CA 95814
T 916.442.8888
F 916.442.0382

Ashley S. Walker
D 916.930.7780

awalker@nossaman.com

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Bill Scroggins, Ph.D.
President/CEO
Mt. San Antonio College
1100 N. Grand Avenue
Walnut, CA 91789

Dear Dr. Scroggins,

We are very pleased to have the opportunity to provide state lobbying services to Mt. San Antonio College (Mt. SAC). This letter, together with the attached Conditions of Engagement, will serve to record the terms and conditions of our engagement, subject to our completing a review of all potential or actual conflicts and acceptance of the engagement by Firm Management.

CLIENT AND CLIENT REPRESENTATIVE

It is agreed and understood that Mt. SAC is our Client for the engagement described in this letter. (The terms "Client," "you" and "yours" as used in this letter shall refer to the Client; the terms "we," "our" and "the Firm" shall refer to Nossaman LLP.) We shall not be deemed to represent any of the Client's parents, subsidiaries or other affiliates unless we expressly agree to do so in writing. Further, our representation of a corporation, partnership, joint venture, association, or other entity does not include a representation of the individuals or entities that are shareholders, officers, directors, partners, joint ventures, employees or members of such entities or their interests in such entities.

The Client has appointed Dr. Bill Scroggins as its designee to receive our billings and other information with respect to this engagement and to give us instructions as to how we are to provide service to the Client under this engagement.

SCOPE OF WORK

Pursuant to this letter, we are agreeing to provide the following services:

- **Direct Legislative Advocacy:** Nossaman proposes to offer the following services to accomplish this task:

- Assist the President's office and assigned staff in developing a valuable state legislative advocacy strategy for the year.
 - Proactively identify state budget issues being considered that will impact Mt. SAC, and aggressively advocate on the College's behalf.
 - Monitor the introduction of legislation related to California Community Colleges and recommend positions and legislative strategies.
 - Notify the President and staff of pertinent legislative informational hearings related to Mt. SAC's priorities, and coordinate participation and testimony.
 - Monitor the appropriate Senate and Assembly Budget Subcommittees for state budget developments the impact Mt. SAC provide regular updates to the President and appropriate staff.
 - Arrange any targeted key state legislative meetings for Mt. SAC regarding legislative goals and priorities. This includes preparing talking points and/or briefing materials as needed.
 - On legislation deemed a priority by Mt. SAC, lobby legislators and committee staff, request amendments, attend legislative hearings and provide testimony.
 - Identify and inform Mt. SAC of significant amendments to priority legislation and provide regular updates to the President and appropriate staff.
 - On legislation and budget proposals deemed a priority by Mt. SAC, advocate Mt. SAC's goals with the Governor's office and Department of Finance. This includes providing advocacy materials.
 - Monitor the Governor's actions on all priority bills and engage when necessary.
 - Provide regular legislative updates to the Board of Trustees.
 - Visit Mt. SAC to provide an annual report to the Board of Trustees, both orally and in writing, on the final outcome of our work on priority legislation and budget issues.
- **State Budget Issues:** Implementing the Student Centered Funding Formula will be a main focus of our advocacy efforts this year. Nossaman will ensure Mt. SAC has a proactive role in shaping state budget issues related to the new funding formula. Nossaman will work with Mt. SAC to anticipate concerns, needs, and priorities within the budget process, and advocate those positions in advance of the May Revision. Nossaman will work with Mt. SAC to outline a detailed position letter on all aspects of the budget deemed a priority. Nossaman will advocate through meetings with Legislative Members, the California Community College's Chancellor's Office, meetings with the Governor's office and the Administration, and testifying in budget hearings.
 - **Monitoring and Bill Tracking Services:** Nossaman Policy Advisors regularly monitor all of the activities of the California Legislature, including hearings, briefings, and press related events. Tracking legislation and budget proposals allows Nossaman to provide Mt. SAC with up to the minute advice on whether to support or oppose bills that may impact Mt. SACs' goals. Nossaman uses Capitol Track at the state level to ensure we can create Mt. SAC a bill tracking reports that reflect priority policy areas. Our bill reports can be tailored and structured to Mt. SAC's liking. Nossaman will send state

bill reports on a weekly basis to ensure Mt. SAC is up to date on the ongoing status of each bill.

- **Coordination of Legislative/Regulatory Efforts:** California Community College policy can be impacted through legislation and regulations at the Board of Governors level. The pairing of legislative and regulatory work will be an on-going focus of our Scope of Work. Our approach to regulation advocacy will continue to take the form of a partnership with Mt. SAC to identify regulatory objectives, prioritize those objectives, and then develop a strategy for achieving those priority objectives.

If in the future you desire to have us perform additional services beyond those we have described, we require that those be documented in a separate engagement letter.

KEY PERSONNEL

The services identified under the “Scope of Work” section of this proposal would be furnished principally by Ashley Walker. To the extent we enlist others to assist in providing services, we will advise you by describing their participation on our monthly statements or otherwise.

DURATION AND CANCELLATION OF AGREEMENT

The term of this agreement shall be for twelve months, beginning on February 1, 2019 through January 31, 2020 with the option of extension.

The agreement may be canceled by either party, without cause, upon a 30 day written notice. Some of the reasons that may cause us to terminate this engagement include but are not limited to the following: Client’s breach of this agreement; Client’s failure to pay our bills on time; Client’s failure to cooperate with us; Client’s refusal to follow our advice on a material matter; the development of irreconcilable disagreement between you and us as to the conduct of the engagement; or any other fact or circumstance that would render our continuing engagement contrary to your interests, or to law, or to the rules of professional conduct.

CLIENT COOPERATION

Client agrees to cooperate with us, to provide us with facts and information that we need in order to perform the services described above, to keep us informed of developments and Client’s current contact information, to abide by this agreement and to pay our statements for services as set forth herein.

AVOIDANCE OF CONFLICTS

In accordance with our professional obligations as a law firm, we will perform a conflict check to ensure that our engagement for Client in connection with the services described above does not present any disabling conflict of interest. In performing that conflict check, we are relying on information you have provided about the Client, about the services to be provided

and about other parties who may be in an adverse position to the Client with regard to the services to be provided. Client agrees that we are not obligated to avoid conflicts with other persons and entities that you have not identified to us. If you subsequently become aware of circumstances that you believe may present a conflict of interest, either due to additional or changed parties or changes in circumstances, you agree to advise us immediately.

COMPENSATION

To fulfill the proposed Scope of Work as outlined, Nossaman proposes a set fee monthly retainer of \$5,000. Please refer to the attached and incorporated Conditions of Engagement for additional information about the Firm's billing practice and additional charges that may apply.

ARBITRATION

Certain disputes arising under this agreement are subject to binding arbitration, as described more fully in the Conditions of Engagement. Please read those provisions carefully.

If these terms are acceptable to Mt. SAC, please sign in the space provided below and return this Agreement to me. We appreciate the opportunity to be of service to you and look forward to working with you on these matters.

Sincerely,



Ashley Walker
for Nossaman LLP

ACCEPTANCE

I have read and understand to the foregoing terms and those set forth in the attached Conditions of Engagement and agree to them as of the date that the Firm first provided services to Mt. SAC.

Dated: _____

By _____
Dr. Bill Scroggins

CONDITIONS OF ENGAGEMENT

These Conditions of Engagement are incorporated into and are part of the agreement to provide services to which they are attached.

1. **Services to be Provided and Limitations.** On matters covered by our agreement, we agree to provide such services as we determine are reasonably required to represent Client; to take reasonable steps to keep Client informed of facts and developments concerning the subject matter of this engagement as they come to our attention; and to respond to Client's reasonable inquiries. Nothing in this agreement and nothing in our statements to you should be construed as a guarantee or promise about the outcome of your matter or any phase thereof. Comments about the course or outcome of your matter or any phase thereof which we may make from time to time are expressions of opinion only. You agree that we may communicate with you via electronic mail or wireless telephone even though these media may be less secure than alternative means of communication. The Firm's personnel have no obligation to share information, even information material to the representation, if that information was learned while representing other clients and is confidential to those other clients.

2. **Billing Rates.** Our fees for services provided to you pursuant to this agreement will be calculated and billed based upon hourly rates established for each individual rendering service on this engagement. Our statements for services will provide you with a description of the services performed, the date they were performed, the time devoted to your matter and the specific hourly rate of the individual who performed the services on your behalf.

3. **Costs and Expenses.** Client's payment of our fees for services does not cover certain costs and expenses that we may incur in connection this engagement. Client agrees to pay for these items in addition to our fees for services. The costs and expenses and in-house services may include, but will not necessarily be limited to, conference call charges, duplicating and printing, postage, staff travel and lodging, messenger and private courier delivery charges; photocopying and other reproduction services; computerized research charges; and similar items.

In accordance with our Firm policies we currently charge \$1 per page for outgoing faxes and 20 cents per page for reprographic and printing services. External costs and expenses are charged at our cost, including computerized research and electronic evidence data processing. Where the Firm maintains a fixed subscription contract with a vendor for computerized research, you will be charged for the actual cost incurred by the Firm during the given month which often results in substantial discounts of the vendor's regular rates. We will not charge you for word processing, overtime expenses associated with administrative or secretarial personnel, telephone calls within the United States and similar items unless these items are unusually large in amount and we obtain your agreement in advance. We will not add a "handling" charge for costs and expenses incurred on your behalf.

We are not required to advance payment for any external expenses. If for any reason we advance a payment for external expenses, you agree to promptly pay our invoices with those charges. In addition, we may submit those charges directly to you and ask that you pay such charges directly to the vendors, in a timely manner. If you do not make timely payments to vendors, we reserve the right to pay those vendors on your behalf and include such charges in our statements and require reimbursement from you. It is important that vendors be promptly reimbursed so that we can retain good professional relationships with those vendors.

4. **Client Files.** Our files for work prepared pursuant to this agreement are your property. We will release our files for work performed pursuant to this agreement to you or to anyone else you designate upon your written request delivered to the attorney in charge of this matter. However, you agree that we may, in our sole discretion, copy all or any portion of the file and charge the copying costs to you, and that we may have a reasonable period of time before releasing the documents to you or anyone else you designate in order to copy all or any portion of the files you have directed us to surrender. We will, from time to time, send portions of your files that are not currently needed to an off-site storage facility. The cost of this facility will be our sole expense. However, we are not the guarantor of the security of any off-site storage facility. Accordingly, you agree that the Firm will not be responsible for any damages which may occur as a result of the loss of any of your files which we store at an off-site storage facility. You also agree that we may, after the passage of two years without our having performed any work for you pursuant to this engagement for services, destroy your files unless you provide us with written instruction to forward the files to you or to another person you designate.

5. **Monthly statements.** We will send you monthly statements for fees and costs incurred. Payment is due within 30 days of the date of invoice. If not paid within the 30 days, interest shall accrue at the rate of 12% per annum from said due date. **You agree to read your statements carefully and promptly notify the Firm of any error.**

6. **Handling of Retainer.** If a retainer is required by our agreement, we will hold the retainer in the Firm's client trust account. We may apply the retainer to legal fees and costs which are not paid when due. We may reasonably determine additional retainers are necessary for future fees and disbursements or your failure to pay any past invoices. You agree to promptly replenish the retainer upon our request. Upon conclusion of our professional services to you, we will return any portion of the retainer that remains unapplied to any fees or past invoices.

The amount of the retainer does not set a limit on the amount of our fees and expenses and is not an estimate of the amount of our fees and expenses on this engagement. You understand that our agreement is based strictly upon hourly rates and that any opinions we provide to you from time to time about what the services we are providing pursuant to this agreement may cost are simply estimates and do not constitute an amendment of this agreement or a limitation on the amount of our legal fees.

It is understood and agreed that the provision of the retainer does not relieve you of your responsibility to pay the Firm's invoices on a timely basis from funds other than

the retainer. The retainers are designed to minimize or avoid any credit risk to the Firm. You authorize the Firm to withdraw the principal from any and all retainers to pay legal fees and costs as they are incurred to the extent you do not pay any invoice within 30 days.

7. **Arbitration.** Except for a claim for Client's failure to pay fees for professional services and/or expenses, if any dispute arises out of, or relates to, a claimed breach of this agreement, the professional services rendered by Firm personnel, or any other disagreement of any nature, type or description regardless of the facts or legal theories which may be involved, such dispute shall be resolved by binding arbitration before the Los Angeles Office of JAMS (or similar alternative dispute resolution firm should JAMS cease to operate), by a panel of three arbitrators. Discovery shall be permitted pursuant to the provisions of Code of Civil Procedure section 1283.05. Each side shall bear his/her own costs and attorneys' fees.

8. **Arbitration re Fees.** Any dispute as to the Client's failure to pay fees for professional services and/or expenses shall, subject to the provisions of Business and Professions Code sections 6200 et seq., be resolved in the appropriate Superior Court of the State of California. The party prevailing in an action regarding a dispute as to the client's failure to pay fees for professional services and/or expenses shall be entitled to recover from the other party the prevailing party's actual attorneys' fees and costs incurred, including expert witness fees, witness fees, and associated expenses, whether or not the action proceeds to judgment. For the purposes of enforcing this agreement, and as otherwise required by law, you agree that this agreement may be disclosed to a court or arbitrator.

9. **Governing Law.** This agreement is made under and shall be construed in accordance with the substantive laws of the State of California without reference to its choice of law rules.

10. **Liability Insurance.** We carry professional liability insurance which would cover the services we will be providing to you under the terms of this agreement. That insurance is subject to a significant self-insured retention.

11. **Effective Date.** This agreement will take effect when you sign this agreement and return it to us together with the retainer described above in this agreement; but its effect will be retroactive to the date we first performed services on your behalf. Client agrees that its performance under this agreement and its payment of the fees and costs required hereunder shall be in Los Angeles, California.

12. **Entire Agreement; Modifications.** This agreement constitutes a single, integrated written contract expressing the entire agreement of the Client and our Firm. There is no other agreement, written or oral, express or implied, between the parties with respect to the subject matter of this agreement. This agreement may be modified only in a writing signed by all the parties. This agreement shall be construed by giving effect to the plain meaning of its terms.