

**CONTRACT SERVICES AGREEMENT FOR
SPECIAL COUNSEL SERVICES
LA CAÑADA UNIFIED SCHOOL DISTRICT**

This CONTRACT SERVICES AGREEMENT FOR SPECIAL COUNSEL SERVICES (the "Agreement") is effective as of the 11th day of September, 2018 by and between the law firm of ALESHIRE & WYNDER, LLP, a California limited liability partnership ("A&W"), and LA CAÑADA UNIFIED SCHOOL DISTRICT ("District").

1. APPOINTMENT

District hereby appoints Shannon L. Chaffin as Special Counsel, and hires A&W to render the legal services as specified herein, including for CEQA and land use services as specified herein, under the direction of the Superintendent/District Counsel. A&W represents it employs, or will employ at its own expense, all personnel required for the satisfactory performance of any and all tasks and services set forth herein. A&W shall not appoint anyone to replace the designated Special Counsel to service District (or any successors to such person) without District's prior approval.

2. SCOPE OF WORK AND DUTIES

A. A&W will provide representation to District in conducting CEQA and related land-use legal services, as described in Exhibit "A."

B. In addition to the foregoing, Special Counsel shall provide any other requested CEQA-related services, as may be assigned from time to time by Superintendent or District Counsel, if District Counsel is unavailable such as may be due to a conflict.

C. Special Counsel will keep District informed as to the progress and status of all pending matters in accordance with such procedures as District may establish from time to time. The Special Counsel is expected to manage, control and oversee the delivery of legal services in a competent, professional, and cost-effective manner. All legal services shall be properly supervised and all personnel shall be qualified to handle the work assigned.

D. All legal services shall be coordinated under the direction of the Superintendent or District, including as either may designate. Notwithstanding any other provision contained herein, any legal services can only be authorized by the Superintendent. Nothing in this Agreement shall be construed in any manner as limiting the ultimate and absolute discretion of the Superintendent or District Counsel, at any time, to assign or reassign any legal matter of District from or to A&W.

3. DISTRICT DUTIES

District agrees to provide such information, assistance, cooperation, and access to books, records, and other information, as is necessary for A&W to effectively render its professional services under this Agreement. To the extent District desires services to be rendered on site, District, at District's expense, will make available sufficient office space, furniture, telephones, computers, facsimile machines, and secretarial support, as approved by the Superintendent, as may be necessary

therefor. District further agrees to abide by this Agreement, and to timely pay A&W's bills for fees, costs, and expenses.

4. PERSONNEL

In addition to Shannon L. Chaffin, acting as Special Counsel, A&W will provide additional attorneys who are qualified and have the expertise to render the predominate legal services hereunder; provided, that Shannon L. Chaffin will directly supervise those services.

Assignments may be modified as provided in Section 1 above and except as so provided, A&W will exercise its discretion to utilize whichever attorney(s) (and staff) it determines to be best suited to its rendition of legal services under this Agreement, consistent with the competent and efficient rendering of legal services, and with a view toward rendering such services in an economically efficient manner.

5. COMPENSATION

A. A&W's fees will be charged on an hourly basis for all time actually expended. Time shall be billed in six (6) minute increments. The compensation schedule is set forth in Exhibits "B" the "Schedule of Fees," and Exhibit "C," the "Statement of Billing Practices," both of which are attached hereto and incorporated herein by this reference.

B. On the anniversary of this Agreement, A&W may increase its hourly rate for services based upon changes in the consumer price index for the Los Angeles/Long Beach Metropolitan Statistical Area by giving District written notice of the change, which should be effective thirty (30) days following such notice.

C. The foregoing arrangement shall remain in effect for the term of this Agreement.

6. COSTS AND OTHER CHARGES

A&W may incur various costs and expenses in rendering the legal services required by this Agreement which, if customary and necessary for the performance of legal services hereunder, shall be reimbursable by District. These costs and expenses are described in more detail in Exhibit "B." District agrees to reimburse A&W for these costs and expenses in addition to the hourly fees for legal services. Reimbursable costs shall not include any overhead or administrative charge by A&W or A&W's cost of equipment or supplies except as provided herein.

A&W may determine it necessary or appropriate to use one or more outside investigators, consultants, or experts in rendering the legal services required (particularly if a matter goes into litigation). District will be responsible for paying such fees and charges. A&W will not, however, retain the services of any outside investigators, consultants, or experts without the prior agreement of District. A&W will select any investigators, consultants, or experts to be hired only after consultation with District.

The cost and expenses referred to herein include certain travel expenses; transportation, meals, and lodging; when incurred on behalf of the client. Generally, except in connection with litigation (travel costs to court and for discovery are chargeable), these will only be charged when outside of

the area, and only with the prior agreement of District. Furthermore, the District shall only be charged one-way for travel time by A&W personnel to/from the District for providing services hereunder; provided, that all travel time will be charged for appearances in court.

Finally, periodically, when on-site, A&W personnel may be required to make local and long-distance telephone calls, or make photocopies, or incur other expenses on behalf of District as well as other clients. A&W will not be charged for such expenses and, in exchange, will not charge District for calls made from our office or other locations to District.

7. STATEMENTS AND PAYMENT

A&W shall render to District a statement for fees, costs, and expenses incurred on a periodic basis (generally monthly). Such statement(s) shall indicate the basis of the fees, including the hours worked, the hourly rate(s), and a brief description of the work performed. Separate billing categories can be established to track costs associated with District funding categories or to track project costs, or such other basis as the District may direct. Reimbursable costs shall be separately itemized.

Payments shall be made by District within forty-five (45) days of receipt of the statement, except for those specific items on an invoice which are contested or questioned and are returned by District with a written explanation of the question or contest, within forty-five (45) days of receipt of the invoice. Payments made more than forty-five (45) days after the due date shall draw interest at the legal rate.

8. PROHIBITION AGAINST SUBCONTRACTING OR ASSIGNMENT

The experience, knowledge, capability and reputation of A&W, its partners, associates, and employees, was a substantial inducement for District to enter into this Agreement. Therefore, A&W shall not contract with any other person or entity to perform, in whole or in part, the legal services required under this Agreement without the written approval of District. In addition, neither this Agreement, nor any interest herein, may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily, or by operation of law, whether for the benefit of creditors, or otherwise, without the prior written approval of District. Adding attorneys to A&W, changes in the partnership, name changes and similar changes shall not be deemed a transfer or assignment requiring approval of District or amendment hereof.

9. INDEPENDENT CONTRACTOR

A&W shall perform all legal services required under this Agreement as an independent contractor of District, and shall remain, at all times as to District, a wholly independent contractor with only such obligations as are required under this Agreement. Neither District, nor any of its employees, shall have any control over the manner, mode, or means by which A&W, its agents or employees, render the legal services required under this Agreement, except as otherwise set forth. District shall have no voice in the selection, discharge, supervision or control of A&W employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service.

10. INSURANCE

A&W shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to District, during the entire term of this Agreement, including any extension thereof, the following policies of insurance:

(a) **Comprehensive General Liability Insurance.** A policy of comprehensive general liability insurance written on a per occurrence basis in an amount not less than a combined single limit of One Million Dollars (\$1,000,000.00), and One Million Dollars (\$1,000,000.00) products and completed operations.

(b) **Workers' Compensation Insurance.** A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both A&W and District against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the District in the course of carrying out the work or services contemplated in this Agreement.

(c) **Automobile Insurance.** A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than a combined single limit liability of One Million Dollars (\$1,000,000.00). Said policy shall include coverage for owner, non-owner, leased and hired cars.

(d) **Errors and Omissions Insurance.** A policy of professional liability insurance written on a claims made basis in an amount not less than Three Million Dollars (\$3,000,000.00).

Except for the policy of professional liability insurance, all of the above policies of insurance shall be primary insurance and shall name District, its officers, employers and agents as additionally insured. Except for the policy of professional liability insurance, the insurer shall waive all rights of subrogation and contribution it may have against District, its officers, employees and agents and their respective insurers. Except for the policy of professional liability insurance, all of said policies of insurance shall provide that said insurance may not be amended or canceled without providing thirty (30) days prior written notice by registered mail to the District. In the event any of said policies of insurance are cancelled, the attorney shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section to the District. Failure to do so is cause for termination.

11. INDEMNIFICATION

A&W agrees to indemnify District, its officers, employees and agents against, and will hold and save each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the work, operations or activities of A&W, its agents, employees, subcontractors, or invitees, provided for herein or arising from the acts or omissions of A&W hereunder, or arising from A&W's performance of or failure to perform any term, provision, covenant or condition of this Agreement, except to the extent such claims or liabilities arise from the negligence or willful misconduct of District, its officers, agents or employees.

12. NOTICES

Notices required pursuant to this Agreement shall be given by personal service upon the party to be notified, or by delivery of same into the custody of the United States Postal Service, or its lawful successor; postage prepaid and addressed as follows:

DISTRICT: LA CAÑADA UNIFIED SCHOOL DISTRICT
4490 Cornishon Avenue
La Cañada, CA 91011
(818) 952-8381 (office)
(818) 952-8309 (fax)
Attention: Wendy Sinnette, Superintendent
wsinnette@lcusd.net

A&W: ALESHIRE & WYNDER, LLP
18881 Von Karman Avenue, #1700
Irvine, CA 92612
(949) 223-1170 (office)
(949) 223-1180 (fax)
Attention: Shannon L. Chaffin, Esq.
schaffin@awattorneys.com

Service of a notice by personal service shall be deemed to have been given as of the date of such personal service. Notice given by deposit with the United States Postal Service shall be deemed to have been given two (2) consecutive business days following the deposit of the same in the custody of said Postal Service. Either party hereto may, from time to time, by written notice to the other, designate a different address or person which shall be substituted for that specified above.

13. NON-DISCRIMINATION

In connection with the execution of this Agreement, A&W shall not discriminate against any employee or applicant for employment because of race, religion, marital status, color, sex, handicap, sexual persuasion, or national origin. A&W shall take affirmative action to ensure that applicants are employed, and that employees are treated fairly during their employment, without regard to their race, religion, color, sex, marital status, handicap, sexual persuasion, or national origin. Such actions shall include, but not be limited to the following: employment, promotion, demotion, transfer, duties assignment; recruitment or recruitment advertising; layoff of termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

14. TERM, DISCHARGE AND WITHDRAWAL

This Agreement shall continue in effect, subject to modification of fees as provided in Section 5, until terminated by either party hereto. District may discharge A&W at any time. The Special Counsel shall have no right to hearing or notice, and may be discharged with or without notice. A&W may withdraw from District's representation at any time, to the extent permitted by law, and the Rules of Professional Conduct, upon at least sixty (60) days' notice to District.

In the event of such discharge or withdrawal, District will pay A&W professional fees and costs, in accordance with this Agreement, for all work done (and costs incurred) through the date of

cessation of legal representation. District agrees to execute, upon request, a stipulation in such form as to permit A&W to withdraw as District's attorneys of record in any legal action then pending. A&W shall deliver all documents and records of District to District, or to counsel designated by District, and assist to the fullest extent possible in the orderly transition of all pending matters to District's special counsel.

15. CONFLICTS

A&W has no present or contemplated employment which is adverse to District. A&W agrees that it shall not represent clients in matters either litigation or non-litigation against District. A&W may have past and present clients or may have future clients, which, from time to time, may have interests adverse to District, and A&W reserves the right to represent such clients in matters not connected with its representation of District.

If a potential conflict of interest arises in A&W's representation of two clients and if such conflict is only speculative or minor, then A&W shall seek waivers from each client with regards to such representation. However, if an actual conflict exists, then A&W would withdraw from representing either client in the matter, and assist them in obtaining outside special counsel.

16. ATTORNEY FEES AND COSTS

If any legal action is instituted to enforce any party's rights hereunder, then each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party.

17. VENUE

The venue of any action or claim brought by any party to this Agreement will be in the County of Los Angeles. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third-party, the parties hereto agree to use their best efforts to obtain a change of venue to the County of Los Angeles.

18. LABOR LAWS

A&W shall strictly adhere to the applicable provisions of the Labor Code regarding the employment of apprentices; minimum wages; travel and subsistence pay; retention and inspection of payroll records; workers compensation; payment of wages. A&W shall forfeit to District the penalties prescribed in the Labor Code for violations.

19. INTERPRETATION OF AGREEMENT AND FORUM

This Agreement shall be construed and interpreted both as to validity and performance of the parties in accordance with the laws of the State of California. In the event of any dispute hereunder, forum shall be the Superior Court, County of Los Angeles.

20. INTEGRATED AGREEMENT; AMENDMENT

This Agreement contains all of the agreement of the parties and cannot be amended or modified except by written agreement. This Agreement shall supersede that certain agreement for special counsel services previously entered into between the parties. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

21. CORPORATE AUTHORITY

The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that in so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date of execution by District.

Dated: September __, 2018

**LA CAÑADA UNIFIED SCHOOL
DISTRICT**

By: _____
Wendy Sinnette, Superintendent

ATTEST:

APPROVED AS TO FORM:

Dated: September __, 2018

ALESHIRE & WYNDER, LLP

By: _____
Joseph W. Pannone, Equity, Partner

EXHIBIT "A"
DESCRIPTION OF CEQA AND LAND USE LEGAL SERVICES

Task 1: General overview of California Environmental Quality Act (CEQA) documents for the Transfer of Territory from Glendale Unified School District to La Cañada Unified School District (Project) and related assistance. Expedited review is requested. Advise the District as to potential legal issues and options upon request.

EXHIBIT "B"
SCHEDULE OF FEES

A. Special Counsel

With respect to legal services, we would bill the following rates:

	STANDARD
General Services	\$275 per hour
Reimbursable (as defined below)	\$300 per hour
Paralegal/Law Clerk	\$150 per hour
Document Clerk	\$80 per hour

Where there is an opportunity to obtain cost recovery through a third party, such as, but not limited to, a developer, the hourly rate will be Three Hundred Dollars (\$300) per hour ("Reimbursable").

B. Cost Reimbursement

Our billing practices, method of expense reimbursement, and similar matters are discussed in the Statement of Billing Practices attached to this Exhibit as Exhibit "C."

"EXHIBIT C"
STATEMENT OF BILLING PRACTICES

A&W's fees are charged on an hourly basis for all time actually expended and are generally billed monthly with payment due within thirty (30) days after the date of the bill. However, where contract rates are established, they prevail over design rates. The current hourly design rate for the attorneys and staff working on this matter will be set forth in the billing statement. Annually, you will be provided with the prevailing hourly design rates for the attorneys who will spend the predominate amount of time on this matter. It should be understood that hourly rates are reviewed, and when appropriate, adjusted to reflect increases in inflationary factors. These increases are generally made on an annual basis effective at the beginning of each calendar year.

A&W will incur various costs and expenses in performing legal services. These costs and expenses are separately billed to the client and include fees fixed by law or assessed by public agencies, litigation costs including deposition, reporter fees, and transcript fees, long distance telephone calls, messenger and other delivery fees, postage, photocopying (charge of twenty cents (\$.20) per page) and other reproduction costs, staff overtime when necessitated and authorized by the client, and computer-assisted research fees when authorized by the client, all based on the actual and reasonable cost (mileage, reproduction and other costs are periodically adjusted in accordance with the A&W's actual costs).

Travel costs including mileage (current IRS rate), parking, airfare, lodging, meals, and incidentals are charged in connection with administrative or judicial proceedings, or when traveling outside of the County of Los Angeles. Travel time may also be charged in connection with such proceedings. In addition, the client will be responsible for paying the fees of consultants and other outside experts who are retained after consultation with the client.

It is understood that A&W will not charge for mileage between our office and District facilities, and not for local telephone calls or calls made to District. A&W shall not be charged for calls made or received at District, whether local or long-distance, or for copying charges since copying onsite will reduce the charge to the client.

The monthly billing statements for fees and costs shall indicate the basis of the fees, including a detailed and auditable breakdown of the hours worked, the billable rates charged and description of the work performed. All bills are expected to be paid within thirty (30) days of the date of the billing statement. In the event any statement remains unpaid for more than thirty (30) days after the date of the statement, interest thereon at the rate of ten percent (10%) per annum shall be due and payable thereafter on the unpaid balance.

Registration fees for attorneys attending conferences and seminars are paid by A&W and are never charged to District (unless expressly requested by District).