

**ROMAN J. MUÑOZ**  
Attorney at Law  
rmunoz@DWKesq.com

**Sacramento**

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February 15, 2019

**VIA E-MAIL**

Ms. Jennifer Gaviola  
Deputy Superintendent  
Paso Robles Joint Unified School District  
800 Niblick Rd.  
Paso Robles, CA 93446

Re: 2018 - 19 Agreement for Professional Services

Dear Ms. Gaviola:

Thank you for the opportunity to provide legal advice and counseling services to the Paso Robles Joint Unified School District. As a law firm that specializes in representing school and community college districts, we understand the vital role our services play in the important work you do.

Attached is a legal services agreement for the Board's consideration. We have included a term in the "Conflict of Interest" section reflecting our representation of the San Luis Obispo County Superintendent of Schools. Please feel free to contact Chelsea Olson Murphy or me with any questions regarding the terms of the agreement.

We would be most appreciative if you would sign the agreement, insert the date of Board approval, and return it to our office.

Best regards,

DANNIS WOLIVER KELLEY



Roman J. Muñoz

Attachment

cc: Marilyn L. Jacobs  
Chelsea Olson Murphy

**SAN FRANCISCO**  
275 Battery Street  
Suite 1150  
San Francisco, CA 94111  
TEL 415.543.4111  
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**LONG BEACH**  
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**SACRAMENTO**  
555 Capitol Mall  
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Sacramento, CA 95814  
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**SAN LUIS OBISPO**  
1065 Higuera Street  
Suite 301  
San Luis Obispo, CA 93401  
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## **AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement is made and entered into on February 15, 2019, by and between the Paso Robles Joint Unified School District, hereinafter referred to as District, and Dannis Woliver Kelley, a professional corporation, hereinafter referred to as Attorney.

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

**SCOPE OF SERVICES.** District appoints Attorney to represent, advise, and counsel it from February 15, 2019, through and including June 30, 2019, and continuing thereafter as approved. Any services performed during the period between the above commencement date and the date of Board action approving this Agreement are hereby ratified by said Board approval. Attorney agrees to prepare periodic reviews of relevant court decisions, legislation, and other legal issues. Attorney agrees to keep current and in force at all times a policy covering incidents of legal malpractice.

**CLIENT DUTIES.** District 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.

**FEES AND BILLING PRACTICES.** Except as hereinafter provided, District agrees to pay Attorney two hundred twenty-five dollars (\$225) to three hundred thirty-five dollars (\$335) per hour for shareholders, special counsel and of counsel; one hundred eighty-five dollars (\$185) to two hundred thirty-five dollars (\$235) per hour for associates; and one hundred thirty dollars (\$130) to one hundred fifty dollars (\$150) per hour for paralegals and law clerks. The rate for Gregory J. Dannis will be three hundred sixty-five dollars (\$365) per hour. Rates for individual attorneys may vary within the above ranges depending on the level of experience and qualifications and the nature of the legal services provided. Substantive communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of one-tenth (.1) of an hour, except for the first such advice in any business day, which is charged in a minimum of three-tenths (.3) of an hour. In the course of travel it may be necessary for Attorney to work for and bill other clients while in transit. If, during the course of representation of District, an insurance or other entity assumes responsibility for payment of all or partial fees of Attorney on a particular case or matter, District shall remain responsible for the difference between fees paid by the other entity and Attorney's hourly rates as specified in this Agreement unless otherwise agreed by the parties.

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.

**OTHER CHARGES.** District further agrees to reimburse Attorney for actual and necessary expenses and costs with respect to providing the above services, including support services such as copying costs, express postage, and facsimile transmittals. District agrees that such actual and necessary expenses may vary according to special circumstances necessitated by request of District or emergency conditions which occasionally arise.

District further agrees to pay third parties, directly or indirectly through Attorney, for major costs and expenses including, but not limited to, costs of serving pleadings, filing fees 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 District and Attorney, District may either advance or reimburse Attorney for such costs and expenses.

Occasionally Attorney may provide District officials and/or employees with food or meals at Attorney-sponsored trainings or when working with District officials and/or employees. Attorney may provide such food or meals without additional charge in exchange for the consideration provided by the District under this Agreement.

**BILLING STATEMENT.** Attorney shall send District 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. District shall pay Attorney's statements within thirty (30) days after each statement's date. Upon District office's request for additional statement information, Attorney shall provide a bill to District no later than ten (10) days following the request. District is entitled to make subsequent requests for bills at intervals of no less than thirty (30) days following the initial request.

**INDEPENDENT CONTRACTOR.** 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 District.

**CONFLICT OF INTEREST.** Because Attorney represents many school and community college districts, county offices of education, joint powers authorities, SELPAs and other educational entities, conflicts of interest may arise in the course of Attorney's representation. If Attorney becomes aware of any potential or actual conflicts of interest, Attorney will inform the District of the conflict and comply with the legal and ethical requirements to fulfill its duties of loyalty and confidentiality to District. If District has any question about whether Attorney has a conflict of interest in its representation of District in any matter, it may contact Attorney or other legal counsel for clarification. District acknowledges Attorney currently represents the San Luis Obispo County Superintendent of Schools/County Office of Education. On or about December 19, 2018, District executed a waiver specific to Attorney's representation of the San Luis Obispo County Superintendent of Schools related to his fiscal oversight of District in light of the Attorney's then-limited scope of legal services to the District. Following execution of this Agreement, District will execute a further waiver to allow Attorney to provide a full scope of services to District and continued representation of the San Luis Obispo County Superintendent of Schools/County Office of Education.

**TERMINATION OF CONTRACT.** District 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.

PASO ROBLES JOINT UNIFIED SCHOOL DISTRICT

\_\_\_\_\_  
Ms. Jennifer Gaviola  
Deputy Superintendent

\_\_\_\_\_  
Date

DANNIS WOLIVER KELLEY

February 15, 2019

\_\_\_\_\_  
Roman J. Muñoz  
Attorney at Law

\_\_\_\_\_  
Date

DANNIS WOLIVER KELLEY



Chelsea Olson Murphy  
Attorney at Law

February 15, 2019

Date

At its public meeting of \_\_\_\_\_, 2019, the Board approved this Agreement and authorized the Board President, Superintendent or Designee to execute this Agreement.