

## **AGREEMENT FOR SPECIAL SERVICES**

### **I. PARTIES**

This Agreement for Special Services (the “Agreement”) is made this \_\_\_ day of March, 2019, between TAO ROSSINI, a Professional Corporation, hereinafter referred to as the “Law Firm,” and VISTA DEL MAR UNION SCHOOL DISTRICT, hereinafter referred to as “Client.”

### **II. RECITALS; PURPOSE; MATTERS**

Client desires to retain and engage the Law Firm to perform legal and, upon request, non-legal consultant services on Client’s behalf, and the Law Firm is willing to accept said engagement on the terms and conditions contained in this Agreement. The Law Firm agrees to provide such services to Client, including representation in administrative and court proceedings, as requested by Client. The place and time for such services are to be designated by the CEO of Client or designee.

### **III. TERMS AND CONDITIONS**

A. The term of this Agreement shall be for three years, commencing March \_\_, 2019, through June 30, 2021. Client hereby agrees to pay the Law Firm in connection with the above-referenced services as authorized at the following hourly rates:

Senior Partners	\$350.00
Partners/Senior Counsel	\$300.00
Senior Associates	\$280.00
Associates	\$245.00
Electronic Technology Litigation Specialist	\$225.00
Non-Legal Consultants	\$200.00
Senior Paralegals/Law Clerks	\$200.00
Paralegals/Legal Assistants	\$200.00

The Law Firm shall bill in quarter-hour increments. A fixed rate may be established for specially identified projects, subject to prior approval by Client.

B. In addition, Client hereby agrees to pay for reimbursable expenses and operational expenses incurred by the Law Firm. This administrative fee is in lieu of charging Client for Westlaw, photocopies, automobile mileage, parking, facsimiles, telephone, document preparation, and postage. This does not include items listed in paragraph D below.

C. The Law Firm may charge the full hourly rate to more than one client for services provided concurrently during the same time period. For example, in the course of traveling to Client or while providing legal services at Client, it may be necessary for the Law Firm to provide billable services to other clients.

D. The Law Firm shall not be obligated to advance costs on behalf of Client; however, for purposes of convenience and in order to expedite matters, the Law Firm reserves the right to advance costs on behalf of Client with the CEO's or designee's prior approval in the event a particular cost item exceeds \$2,000.00 in amount, and without the prior approval of Client in the event a particular cost item totals \$2,000.00 or less. Typical cost advances include, but are not limited to, messenger fees, travel costs, bonds, witness fees, overnight delivery, deposition and court reporter fees, transcript costs, expert witness fees, investigative fees, etc.

E. A detailed description of the attorney work performed and the costs advanced by the Law Firm will be prepared on a monthly basis as of the last day of the month and will be mailed to Client on or about the 15th of the following month. Payment of the full amount due, as reflected on the monthly statements, will be due to the Law Firm from Client by the 10th of each month, unless other arrangements are made. In the event there are retainer funds of Client in the Law Firm's Trust account at the time a monthly billing statement is prepared, funds will be transferred from the Law Firm's Trust Account to the Law Firm's General Account to the extent of the balance due on the monthly statement and a credit therefor will be reflected on the monthly statement. Any balance of fees or costs advanced remaining unpaid for a period of 30 days will be subject to a 1% per month service charge.

F. Client agrees to review the Law Firm's monthly statements promptly upon receipt and to notify the Law Firm, in writing, with respect to any disagreement with the monthly statement. Failure to communicate written disagreement with the Law Firm's monthly statement within thirty (30) days of Client's receipt thereof shall be deemed to signify Client's agreement that the monthly billing statement accurately reflects: (a) the legal services performed; and (b) the proper charge for those legal services.

G. Client agrees to fully cooperate with the Law Firm in connection with the Law Firm's representation of Client including, but not limited to, attending mandatory court hearings and other appearances and providing necessary information and documentation to enable the Law Firm to adequately represent Client.

H. Client has the right, at any time, and either with or without good cause, to discharge the Law Firm as Client's attorneys. In the event of such a discharge of the Law Firm by Client, however, any and all unpaid attorneys' fees and costs owing to the Law Firm from Client shall be immediately due and payable.

I. The Law Firm reserves the right to discontinue the performance of legal services on behalf of Client upon the occurrence of any one or more of the following events:

1. Upon order of Court requiring the Law Firm to discontinue the performance of said legal services;

2. Upon a determination by the Law Firm in the exercise of its reasonable and sole discretion, that state or federal legal ethical principles require it to discontinue legal services for Client;

3. Upon the failure of Client to perform any of Client's obligations hereunder with respect to the payment of the Law Firm's fees and costs advanced; or

4. Upon the failure of Client to perform any of Client's obligations hereunder with respect to cooperation with the Law Firm in connection with the Law Firm's representation of Client.

J. In the event that the Law Firm ceases to perform legal services for Client as hereinabove provided, Client agrees that it will promptly pay to the Law Firm any and all unpaid fees or costs advanced, and retrieve all of its files, signing a receipt therefor. Further, Client agrees that, with respect to any litigation where the Law Firm has made an appearance in Court on its behalf, Client will promptly execute an appropriate Substitution of Attorney form.

K. The Law Firm maintains errors and omissions insurance coverage applicable to the services to be rendered.

L. It is understood and agreed that the Law Firm, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of Client.

#### **IV. CONSENT TO JOINT REPRESENTATION**

Client acknowledges that from time to time Law Firm may be asked to perform legal services on a matter affecting two or more public education local agencies. In such situations before proceeding with representation, Law Firm shall provide Client with a written disclosure of the relevant circumstances and of the actual and reasonably foreseeable adverse consequences to Client, and shall seek separate written consent to joint representation from all involved parties if permissible according to ethical principles applicable to attorneys. Client acknowledges that it is often in the best interest of Client for such representation to commence without undue delay which may result from waiting until a regularly-scheduled Board meeting. Therefore, the Governing Board of Client hereby delegates to the CEO or designee authority to consent to joint representation in the circumstances described in this paragraph, and to execute such written consent on behalf of the Board and Client.

## **V. CONSENT TO LAW FIRM COMMUNICATION**

As part of our commitment to client service, the Law Firm will send Client periodic alerts on case developments and legislative changes, and notices of Breakfast Briefings, conferences, and other training opportunities designed to help Client with daily legal concerns. The Law Firm will send those and other additional service notices to Client via regular mail and/or electronic mail at the email address which you designate or the email used in your daily communications with us. These email notices are a convenient way to keep Client administrators apprised of important legal changes. By execution of this Agreement, Client and designated contact(s) consent to receive such communications by electronic mail subject to the right to unsubscribe at any time.

## **VI. CONFLICTS**

In undertaking representation, the Law Firm has noted that the Law Firm represents many school districts and county offices of education in California. As a result, there is a possibility of conflict with other clients, present or future, where they may ask for the Law Firm to take a position that is adverse to the Client's. While, as a matter of good professional and business relations, the Law Firm often declines such representation, the Client understands and agrees that the Law Firm will be under no restrictions, during the course of our representation of the Client, or thereafter, to represent any existing or future clients in any matter, including without limitation the prosecution or defense of litigation in which such clients are, or may be adverse to the Client, provided that such matter is not specifically related to the matter in which the Law Firm is representing the Client and does not require the Law Firm to use confidential information that the Law Firm acquired from the Client while working on the Client's behalf.

## **VII. BINDING ARBITRATION**

If any dispute arises out of, or related to, a claimed breach of this Agreement, the professional services rendered by attorneys, or any other disagreement of any nature, type, or description, regardless of the facts or the legal theories which may be involved, including attorney malpractice, such dispute shall be resolved by binding arbitration by a single arbitrator. Each side will bear its own costs and attorney fees. The parties agree to waive their right to a jury and to an appeal.

## **VIII. DURATION**

This Agreement shall be effective March \_\_, 2019, through June 30, 2021, and thereafter shall continue from month-to-month at the then current hourly rate set forth herein until modified in writing by mutual agreement or terminated by either party upon thirty (30) days' written notice.

**IX. EXECUTION DATE**

This Agreement is entered this \_\_\_\_ day of \_\_\_\_\_, 2019.

“Law Firm”

TAO ROSSINI, A PROFESSIONAL CORPORATION

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
TERRY TAO

“CLIENT”

VISTA DEL MAR UNION SCHOOL DISTRICT

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
WILLIAM BANNING  
INTERIM SUPERINTENDENT/PRINCIPAL