

**CONTRACT NAME: AGREEMENT BETWEEN ATKINSON,
ANDELSON, LOYA, RUUD & ROMO AND DAVIS JOINT
UNIFIED SCHOOL DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: This agreement between Atkinson, Andelson, Loya, Ruud & Romo and DJUSD is for legal services provided to the District during the 2015-2016 school year.

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

2485 NATOMAS PARK DRIVE, SUITE 240
SACRAMENTO, CALIFORNIA 95833-2937
(916) 923-1200

FAX (916) 923-1222
WWW.AALRR.COM

CERRITOS
(562) 653-3200

FRESNO
(559) 225-6700

IRVINE
(949) 453-4260

PASADENA
(626) 583-8600

PLEASANTON
(925) 227-9200

RIVERSIDE
(951) 683-1122

SAN DIEGO
(858) 485-9526

OUR FILE NUMBER:

005600.00001
13104776.1

May 29, 2015

VIA EMAIL
(WROBERSON@DJUSD.K12.CA.US)

Winfred Roberson
superintendent
Davis Joint Unified School District
526 B Street
Davis, CA 95616

Re: Legal Services Fees (2015-16) And Updated Legal Services Agreement

Dear Winfred:

The cost of providing legal services has increased during the past year. Although our team of experienced education law attorneys makes every effort to perform work as expertly and efficiently as possible, we must increase each of our hourly rates by approximately \$10.00 per hour. We have also added a rate for "Senior Partners." Therefore, effective July 1, 2015, our hourly rates will be as follows:

Senior Partners	\$250.00
Partners/Senior Counsel	\$245.00
Senior Associates	\$235.00
Associates	\$230.00
Electronic Technology Litigation Specialist	\$180.00
Non-Legal Consultants	\$170.00
Senior Paralegals/Law Clerks	\$170.00
Paralegals/Legal Assistants	\$160.00

Based upon market surveys, our rates continue to be below our competitors.

Also enclosed with this letter is an updated Agreement for Legal Services. Our firm periodically reviews and revises our standard legal services agreement. While the enclosed Agreement is substantially the same as our existing legal services agreement, it further

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incorporates firm policy and billing practices. For example, we now offer training opportunities on a fixed fee basis, as follows:

A full day of training (up to 8 hours)	\$4,000
A half day of training (up to 4 hours)	\$2,750
A two hour training	\$2,250
A one hour training	\$1,500

Please review the enclosed Agreement and feel free to contact me with any questions.

Our current written Agreement for Legal Services authorizes rate increases without executing a new Agreement or formal action by the Governing Board.

The current Legal Services Agreement will continue in effect until you sign and return the enclosed updated Agreement.

Very truly yours,

ATKINSON, ANDELSON, LOYA, RUUD & ROMO



James Scot Yarnell

JSY:bms
Enclosure

AGREEMENT FOR LEGAL SERVICES

I. PARTIES

This Agreement for Special Services ("Agreement") is entered into by and between the law firm of ATKINSON, ANDELSON, LOYA, RUUD & ROMO, a professional corporation, hereinafter referred to as the "Law Firm" and, Davis Joint Unified School District, hereinafter referred to as "District."

II. PURPOSE

The District desires to retain and engage Law Firm to perform legal and, upon request, non-legal consultant services on the District's behalf. Law Firm accepts this engagement on the terms and conditions contained in this Agreement.

III. TERMS AND CONDITIONS

A. Fees For Services

1. Standard Hourly Rate Services

District agrees to pay the Law Firm at the following standard hourly rates:

Senior Partners	\$250.00
Partners/Senior Counsel	\$245.00
Senior Associates	\$235.00
Associates	\$230.00
Electronic Technology Litigation Specialist	\$180.00
Non-Legal Consultants	\$170.00
Senior Paralegals/Law Clerks	\$170.00
Paralegals/Legal Assistants	\$160.00

2. Fixed Fee Services

District agrees to pay the Law Firm a fixed fee for the following services:

A full day of training (up to 8 hours)	\$4,000
A half day of training (up to 4 hours)	\$2,750
A two hour training	\$2,250
A one hour training	\$1,500

The Law Firm may modify legal services rates effective July 1st of any year by providing thirty (30) days' written notice to District; however, should District object in writing to the modified rates within the thirty (30) day period, no change will be made until the rate is mutually agreed to by the parties.

B. Fee Arrangements For Specialized Legal Services

Agreements for legal fees at other than the hourly rates set forth above may be made by written mutual agreement for special projects or particular scopes of work. The Law Firm shall inform the District of the rates for specialized services and the Superintendent or designee is authorized to agree to such rates in writing prior to any billings for specialized legal services by the Law Firm.

C. Costs And Expenses

In addition to the fees described above, the District agrees to pay a five percent (5%) "administrative fee" calculated and based on the total monthly billed fees to cover certain operating expenses of the Law Firm incurred in providing services to the District. This administrative fee is in lieu of the Law Firm charging District for telephone charges (\$.07 per minute), incoming and outgoing faxes (\$2.00 per page), photocopies (\$.20 per page), mailing fees, messenger services, computer database (e.g., Westlaw) searches (billed at vendor's standard retail rate), word processing (\$40.00 per hour), and travel expenses including mileage at IRS rate, parking, meals, and lodging (excluding airfare).

Costs relating to fees charged by third parties retained to perform services ancillary to the Law Firm's representation of District are not included in the administrative fee and are charged separately. These include, but are not limited to, deposition and court reporter fees, transcript costs, witness fees (including expert witnesses), process server fees, and other similar third party fees. The Law Firm shall not be obligated to advance costs on behalf of the District; however, for purposes of convenience and in order to expedite matters, the Law Firm reserves the right to advance costs on behalf of the District with the prior approval of the Superintendent or designee in the event a particular cost item exceeds \$2,000.00 in amount, and without the prior approval of the Superintendent or designee in the event a particular cost item totals \$2,000.00 or less.

If the Law Firm retains, with authorization from the District, experts or outside consultants for the benefit of the District, rather than the District contracting directly with any expert or outside consultant, the District agrees to pay a five percent (5%) "consultant processing

fee" in addition to the actual costs paid by the Law Firm to the expert or outside consultant in order to offset related costs to the Law Firm resulting from administering and initially paying such expert and outside consultant fees on behalf of the District. This fee shall not apply to the services of Law Firm-provided non-legal consultants as set forth in paragraph H, below.

D. Billing Practices

1. A detailed description of the work performed and the costs and expenses 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 the District on or about the 15th of the following month, unless other arrangements are made. Payment of the full amount due, as reflected on the monthly statement, will be due to the Law Firm from the District by the 10th of the month following delivery of the statement, unless other arrangements are made. In the event that there are funds of the District 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 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.

2. The Law Firm shall bill in one-quarter hour increments. Certain tasks shall be billed at established minimum time increments. These include: (a) telephone conference (.25 hour); (b) electronic correspondence (.25 hour); (c) standard written correspondence (.50 hour); (d) provide a document (.50 hour). Under some circumstances, the Law Firm may charge its regular hourly rate to more than one client for services provided concurrently during the same time period, such as in the course of traveling to the District or while providing legal services at the District.

3. District 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 the District's receipt thereof shall be deemed to signify the District's agreement that the monthly billing statement accurately reflects the services performed; and the proper charge for those services.

E. Termination Of Representation

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

The Law Firm reserves the right to discontinue the performance of legal services on behalf of the District on a particular matter upon the occurrence of any one or more of the following events: (1) upon order of a court of law requiring the Law Firm to discontinue the performance of 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 the performance of legal services; (3) upon a failure of the District to perform any of

the District's obligations with respect to the payment of the Law Firm's fees, costs or expenses as reflected on the monthly bill; and/or (4) upon a failure of the District to perform any of the District's obligations with respect to the duty of cooperation with the Law Firm in connection with the Law Firm's representation of the District.

In the event that the Law Firm ceases to perform services for the District on a matter, the District agrees that it will promptly pay to the Law Firm any and all unpaid fees and costs advanced, and retrieve all of its files, signing a receipt therefor. Further, the District agrees that, with respect to any litigation where the Law Firm has made an appearance in a court of law on its behalf, the District will promptly execute an appropriate Substitution of Attorney form. Any termination of Law Firm's representation on such a matter may be subject to approval by the applicable court of law.

F. Consent To Joint Representation

The District 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 seek separate written consent to joint representation from all involved parties if permissible according to ethical principles applicable to attorneys. The District acknowledges that it is often in the best interest of the District for such representation to commence without undue delay which may result from waiting until a regularly-scheduled Board meeting. Therefore, pursuant to Education Code section 7, the Governing Board of the District hereby delegates to the Superintendent or designee authority to consent to joint representation in the circumstances described in this paragraph.

G. Client Cooperation

The District agrees to fully cooperate with the Law Firm in connection with the Law Firm's representation of the District, including but not limited to, attending mandatory court hearings and other appearances, making its employees and officials available, and providing accurate information documentation necessary to enable the Law Firm to adequately represent the District.

H. Services Performed By Law Firm Provided Non-Legal Consultants

The Law Firm has an affiliation with non-legal consultants who are available to provide services in areas including, but not limited to, personnel/business office audits, human resources/collective bargaining consultation, special education consultation, public/employee relations surveys and communications, media and public relations, budget analysis/support services, instructional coaching/counseling at school improvement sites, leadership coaching, board/superintendent relations and best practices, and interim management placement.

Because the Law Firm has a financial interest in the District's use of these affiliated non-legal consultants, the rules of the State Bar of California require that the District provide its informed written consent to this arrangement to prior to utilizing these services. Execution of this Agreement shall be deemed "informed consent" for the purpose of this paragraph. The District is hereby advised that it may seek the advice of an independent attorney of your choice prior to providing such written consent.

Please also be advised that because the services of these non-legal consultants are provided to the District outside of the attorney-client relationship, communications with these non-legal consultants will not be protected from disclosure by the attorney-client privilege.

I. Consent To Law Firm Communication

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

J. Miscellaneous

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

2. The parties agree 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 the District.

3. After a file on a matter is closed, the District has a right to request the Law Firm to return the file to the District. Absent such a request, the Law Firm shall retain the file on the District's behalf.

IV. BINDING ARBITRATION

The parties agree that all disputes which arise between the District and the Law Firm, whether financial or otherwise regarding the attorney-client relationship, shall be resolved by binding arbitration. The parties agree to waive their right to a jury trial and to an appeal.

V. DURATION

This Agreement shall commence upon execution of both of the parties below and continue until work is completed or the Agreement is terminated as provided above. This Agreement replaces all prior agreements between the parties.

"Law Firm"

ATKINSON, ANDELSON, LOYA,
RUUD & ROMO

Dated: 5/29/15

By: 

James Scot Yarnell
Office Managing Partner

"DISTRICT"

DAVIS JOINT UNIFIED SCHOOL DISTRICT

Dated: 7/9/2015

By: 

Winfred Roberson, Superintendent