

## **AGREEMENT FOR SPECIAL SERVICES**

### **I. PARTIES**

This Agreement for Special Services (the "Agreement") is made this 1st day of February, 2022, between the law firm of ATKINSON, ANDELSON, LOYA, RUUD & ROMO, a Professional Law Corporation, hereinafter referred to as the "Law Firm," and AZUSA UNIFIED SCHOOL DISTRICT, hereinafter referred to as "District".

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

The District desires to retain and engage the Law Firm to perform non-legal consultant services on the District's behalf, and the Law Firm is willing to accept said engagement on the terms and conditions contained in this Agreement. The non-legal consultant services will be provided by Diana Marie Casato ("Consultant"). The place and time for such services are to be designated by the Superintendent of the District or designee.

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

A. The term of this Agreement shall commence March 2, 2022, through June 30, 2023. For the period March 2, 2022, through June 30, 2023, the District hereby agrees to pay the Law Firm in connection with the above-referenced services as authorized at the hourly rate of \$215.00.

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

C. Agreements for a non-legal consultant fees at other than the hourly rate of \$215.00 may be made by written mutual agreement for special projects or particular scopes of work. In the course of traveling to the District or while providing non-legal consultant services at the District, it may be necessary for the Consultant to provide billable services to other clients.

D. The Consultant 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 Superintendent or designee's prior approval in the event a particular cost item exceeds \$2,000.00 in amount, and without the prior approval of the District in the event a particular cost item totals \$2,000.00 or less. Typical cost items include by way of example and not limitation, long distance telephone charges, fax/telecopy charges, copying charges, travel costs, document preparation, etc.

E. A detailed description of the non-legal consultant 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 the District 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 the District by the 10th of each month, unless other arrangements are made.

F. The 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: (a) the non-legal consultant services performed; and (b) the proper charge for those non-legal consultant services.

G. The District has the right, at any time, and either with or without good cause, to discharge the Consultant. In the event of such a discharge of the Consultant by the District, however, any and all unpaid non-legal consultant fees and costs owing to the Law Firm from the District shall be immediately due and payable.

H. The Law Firm reserves the right to discontinue the performance of non-legal consultant services on behalf of the District upon the occurrence of any one or more of the following events:

1. Upon the failure of the District to perform any of the District's obligations hereunder with respect to the payment of the Law Firm's fees and costs advanced for the non-legal consultant services; or

2. Upon the failure of the District to perform any of the District's obligations hereunder with respect to cooperation with the Consultant in connection with the non-legal consultant services provided to the District.

I. In the event that the Consultant ceases to perform non-legal consultant services for the District as hereinabove provided, the District agrees that it will promptly pay to the Law Firm any and all unpaid fees or costs advanced.

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

K. It is understood and agreed that the Law Firm, while the Consultant is 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.

#### IV. **SERVICES PERFORMED BY LAW FIRM-PROVIDED NON-LEGAL CONSULTANTS**

The Law Firm has an affiliation with non-legal education consultants who are available to assist the District in areas including, but not limited to, personnel/business office audits, human resources, consultation, public/employee relations surveys and communications, media and public relations, budget analysis/support services, instructional coaching/counseling at school improvement sites, special education, student discipline, and leadership coaching.

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 prior to utilizing these services. Execution of this

Agreement shall be deemed “informed consent” for the purposes of this paragraph. The District is hereby advised that it may seek the advice of an independent attorney of its 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.

V. **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. These email notices are a convenient way to keep the District administrators apprised of important legal changes. 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.

VI. **IDENTIFICATION OF INSURANCE COVERAGE**

With respect to insurance coverage for any matters covered by the scope of services under this Agreement, the District agrees that it is its own responsibility, rather than the Law Firm’s responsibility, to identify potential insurance coverage and to tender any matters to any appropriate insurance companies that may insure it.

VII. **BINDING ARBITRATION**

If any dispute arises out of, or related to, a claimed breach of this Agreement, or the professional services rendered by Consultant, 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 February 1, 2022, through January 31, 2023, 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 into this 1st day of February 1, 2022.

“Law Firm”

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Dated: February 18, 2022

By:   
STEVEN J. ANDELSON

“District”

AZUSA UNIFIED SCHOOL DISTRICT

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

By: \_\_\_\_\_