

**AGREEMENT FOR  
GENERAL LEGAL COUNSEL SERVICES FOR  
FAIRFAX ELEMENTARY SCHOOL DISTRICT**

This AGREEMENT FOR GENERAL LEGAL COUNSEL SERVICES (the “Agreement”) is made and entered into this \_\_\_\_ day of May, 2021, by and between FAIRFAX ELEMENTARY SCHOOL DISTRICT (herein referred to as the “District”) and OLIVAREZ MADRUGA LEMIEUX O’NEILL, LLP (hereinafter referred to as “Firm”). The Firm and the District may be referred to hereinafter individually and/or collectively, as the context may require, as “Party” or “Parties.”

**1. APPOINTMENT**

The District hereby engages the Firm to provide general legal counsel services related to litigation, liability, personnel and any other services, as requested by the District Board of Trustees (“Board”). Such services shall be provided by or under the supervision of Rick R. Olivarez and Lloyd Pilchen. Notwithstanding the foregoing named person(s), the Firm may, from time to time, designate other attorneys within the Firm to provide general legal counsel services.

The commencement of this Agreement is May \_\_, 2021, and shall continue until terminated by the Parties as provided herein.

**2. SCOPE OF WORK AND DUTIES**

A. The Firm shall perform any and all work necessary for the provision of legal counsel, when specifically requested by the District Board, including:

- (i) Attend various Board meetings as requested;
- (ii) Provide legal advice, written legal opinions, and consultation, as needed on matters affecting litigation, liability, personnel and any other services, as requested;
- (iii) Be available for telephone consultation with the District Board and Staff;  
and
- (iv) Prepare or review necessary agreements and related documents regarding litigation, liability, personnel and any other legal services, as requested by the District.

B. The Firm will keep the District informed as to the progress and status of all pending matters in accordance with such procedures as the District may establish from time to time. The Firm 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.

C. All legal services shall be coordinated under the direction of the District. Nothing in this Agreement shall be construed in any manner as limiting the ultimate and absolute discretion of the District, at any time, to assign or reassign matters to or from the Firm.

**3. CLIENT DUTIES**

The District agrees to provide such information, assistance, cooperation, and access to books, records, and other information as necessary for the Firm to effectively render its professional services under this Agreement. To the extent the District desires services to be rendered on site, the District, at the District's expense, will make available sufficient office space, furniture, telephones, computers, facsimile machines, and secretarial support, as approved by the District's Superintendent, as may be necessary therefor. The District further agrees to abide by this Agreement, and to timely pay the Firm's bills for fees, costs, and expenses, as established by this Agreement. However, nothing in this section, or any other part of this Agreement, shall be construed in any manner as limiting the ultimate and absolute discretion of the District, at any time, to assign or reassign matters to or from the Firm.

**4. PERSONNEL**

Except as provided in Section 1, above, the Firm will exercise its discretion to utilize whichever attorney(s) (and staff) it determines to be best suited to provide 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**

The Firm agrees to provide all the foregoing legal services at the following hourly rates:

<u>Personnel</u>	<u>Rate</u>
Partner	\$220.00
Senior Associates / Of Counsel	\$220.00
Junior Associates	\$215.00
Paralegal	\$185.00
Law Clerk	\$ 90.00

Unless the Superintendent objects 30 days prior, commencing as of January 1, 2022, and on each January 1st thereafter, the then-effective hourly rates shall be increased (but not decreased) by an amount which shall reflect the increase, if any, in the cost of living during the previous 12 months by adding to the hourly rates an amount computed by multiplying the hourly rates by the percentage by which the level of the Consumer Price Index for the Los Angeles Metropolitan Area, as reported on January 1st of the new year by the Bureau of Labor Statistics of the United States Department of Labor has increased over its level as of January 1st of the prior year.

**6. COSTS AND OTHER CHARGES**

A. The Firm charges the following for miscellaneous fees such as copying, telephone charges, computerized legal research, messenger services, travel, filing fees and other costs:

Telephone costs:	\$ At cost
Copying costs:	\$ 0.10 per page
Mileage rate:	\$ IRS standard rate
Other costs:	\$ At cost

B. The Firm 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). The District will be responsible for paying such fees and charges. The Firm will not, however, retain the services of any outside investigators, consultants, or experts, without the prior agreement of the District. The Firm will select any investigators, consultants, or experts to be hired only after consultation with the District.

C. The 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 Firm reserves the right to advance costs on behalf of the District with the Superintendent's or designee's prior approval in the event a particular cost item exceeds \$2,000.00, and without the prior approval of the District 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. If the Firm retains, with authorization from the District, experts or consultants for the benefit of the District, rather than the District contracting directly with any expert or consultant, it is agreed that the District shall pay a five percent (5%) fee ("consultant processing fee") on such expert and consultant costs paid by the Firm in order to offset certain costs to the Firm resulting from administering and initially paying such expert and consultant fees on behalf of the District.

D. Extraordinary travel expenses, including transportation, meals, and lodging, when incurred on behalf of the District, shall be reimbursed by the District only with the prior agreement of the District.

**7. STATEMENTS AND PAYMENT**

The Firm shall render to the 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 for any other basis as the District may direct. Reimbursable costs shall be separately itemized.

Payments shall be made by the District within thirty (30) days of receipt of the statement, except for those specific items on an invoice which are contested or questioned and are returned by the District with a written explanation of the question or contest, within thirty (30) days of receipt of the invoice. Payments made more than thirty (30) days after the due date shall draw interest at the legal rate.

**8. INDEPENDENT CONTRACTOR**

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

**9. INSURANCE**

The Firm shall maintain professional liability insurance during the term of this Agreement and any extensions thereof. The Firm's current professional liability insurance policy limits are Three Million Dollars (\$3,000,000.00) per claim and Three Million Dollars (\$3,000,000.00) in the aggregate.

**10. INDEMNIFICATION**

The District agrees to indemnify, defend, and hold harmless the Firm, its officers, employees and agents, against 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 the District, its agents, employees, subcontractors, or invitees, provided for herein or arising from the acts or omissions of the District hereunder, or arising from the District'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 Firm, its officers, agents or employees.

**11. 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:

CLIENT: FAIRFAX ELEMENTARY SCHOOL DISTRICT  
1500 S. Fairfax Road  
Bakersfield, CA 93307  
Tel: (661) 366-7221  
Attention: \_\_\_\_

FIRM: OLIVAREZ MADRUGA LEMIEUX O'NEILL, LLP  
500 South Grand Avenue – 12th Floor  
Los Angeles, CA 9007^  
Tel: (213) 744-0099  
Attention: Rick R. Olivarez

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.

**12. NON-DISCRIMINATION**

In connection with the execution of this Agreement, the Firm shall not discriminate against any employee or applicant for employment because of race, religion, marital status, color, sex, handicap, sexual persuasion, or national origin. The Firm 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 or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**13. TERM, DISCHARGE AND WITHDRAWAL**

This Agreement shall commence on the date it is executed by the District, and shall remain in full force and effect until terminated by either Party hereto. The District may discharge the Firm at any time. The Firm may withdraw from the District's representation at any time, to the extent permitted by law, and the Rules of Professional Conduct, upon at least sixty-days' (60-days') notice to the District.

In the event of such discharge or withdrawal, the District will pay the Firm's professional fees and costs, in accordance with this Agreement, for all work done (and costs incurred) through the date of cessation of legal representation. The District agrees to execute, upon request, a stipulation in such form as to permit the Firm to withdraw as the District's attorneys of record in any legal action then pending. The Firm shall deliver all of the District documents and records to the District, or to counsel designated by the District, and assist to the fullest extent possible in the orderly transition of all pending matters to the District's new counsel.

**14. CONFLICTS**

The Firm has no present or contemplated employment which is adverse to the District. The Firm agrees it shall not represent clients in matters either involving litigation or non-litigation against the District. However, the Firm may have past and present clients or may have future clients, which, from time to time, may have interests adverse to the District, and the Firm

reserves the right to represent such clients in matters not connected with its representation of the District.

If a potential conflict of interest arises in the Firm's representation of two clients, if such conflict is only speculative or minor, then the Firm shall seek waivers from each client with regard to such representation. However, if real conflicts exist, then the Firm would withdraw from representing either client in the matter, and assist them in obtaining outside special counsel.

**15. 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, Los Angeles County.

**16. INTEGRATED AGREEMENT; AMENDMENT**

This Agreement contains all of the agreement of the Parties and cannot be amended or modified except by written agreement. 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.

**17. AUTHORITY**

The persons executing this Agreement on behalf of the Parties hereto warrant 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 the District.

Dated: \_\_\_\_\_, 2021

**FAIRFAX ELEMENTARY SCHOOL  
DISTRICT**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_, 2021

**OLIVAREZ MADRUGA LEMIEUX O'NEILL, LLP**

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

Rick R. Olivarez, Managing Partner