AGREEMENT FOR SPECIAL SERVICES

I. PARTIES

This Agreement for Special Services (the "Agreement") is made this __st day of November, 2018, between the TERRY TAO, attorney at Law, hereinafter referred to as the "Law Firm," and BEVERLY HILLS UNIFIED 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 November 1, 2018, through November 30, 2021. Client hereby agrees to pay the Law Firm in connection with the above-referenced services as authorized at the following hourly rates:

	2018/2019	2019/2020	2020/2021
Senior Partners	$285.00	$295	$300
Partners/Senior Counsel	$270.00	$280	$285
Senior Associates	$270.00	$280	$285
Associates	$240.00	$250	$260
Non-Legal Consultants	$165.00	$165	$165
Senior Paralegals/Law Clerks	$165.00	$165	$165
Paralegals/Legal Assistants	$165.00	$165	$165

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. SPECIALIZED LEGAL SERVICES

For specialized litigation and transactional services in the areas of construction, procurement, technology, prevailing wage, real property, intellectual property, CEQA, mitigation negotiations, school and college finance, tax, bankruptcy, copyright, trademark, non-profit organizations, immigration, and appellate law, Client agrees to pay the Law Firm at rates higher than the standard hourly rates for special projects or particular scopes of work. The Law Firm shall inform Client of the rates for specialized services and the CEO or designee shall agree to such rates in writing prior to any billings for specialized legal services by the Law Firm.

V. RELATED POST-INVESTIGATION SERVICES

If an attorney who conducted an investigation for Client is subsequently asked or required to prepare for and/or testify, including, without limitation, at deposition, trial, arbitration or any other proceeding, because of services rendered under this Agreement, and/or if the investigating attorney must respond to subpoenas or discovery or otherwise respond or perform services with respect to any matter relating to or arising out of services performed for Client, Client agrees to pay the Law Firm for all time expended (including preparation time) at the investigating attorney's then current regular hourly rate and to reimburse the Law Firm for reasonable costs and expenses incurred.

VI. 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.

VII. 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 Client in areas including, but not limited to, personnel/business office audits, human resources/collective bargaining 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, leadership coaching, board/superintendent relations and best practices, and interim management placement.

Because the Law Firm has a financial interest in Client's use of these affiliated non-legal consultants, the rules of the State Bar of California require that Client 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. Client 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 Client outside of the attorney-client relationship, communications with these non-legal consultants will not be protected from disclosure by the attorney-client privilege.

VIII. 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.

IX. 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.

X. 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.

XI. DURATION

This Agreement shall be effective November 1, 2018, through November 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.

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XII. EXECUTION DATE

This Agreement is entered into this ___ day of _____, 2018.

"Law Firm"

TERRY TAO, ATTORNEY

Dated: _____ By: _____
TERRY TAO

"CLIENT"

BEVERLY HILLS UNIFIED SCHOOL DISTRICT

Dated: _____ By: _____
MICHAEL BREGY, ED.D, SUPERINTENDENT