

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
AGREEMENT FOR SPECIAL CONTRACT SERVICES**

Requisition Number: 16005639 Contract _____

This Agreement, by and between the West Contra Costa Unified School District (hereinafter “**District**”), and **Vicenti, Lloyd & Stutzman LLP** (hereinafter “**Contractor**”), is for consultant or special services to be performed by a non-employee of the **District under the direction of Kawahara Law APC, acting as special outside legal counsel**, as described below. **District** and **Contractor** herein named do mutually agree to the following terms and conditions:

i. Purpose and Reporting Relationship

- A. This Agreement is made by **Contractor** and **District**. **Contractor** understands and acknowledges that **Kawahara Law APC** is acting as special outside legal counsel to the Clay Investigation Subcommittee, and acting as agent for the **District**. **Contractor** further understands and acknowledges that the services provided under this Agreement are being requested by **Kawahara Law APC** on behalf of the **District** and **Clay Investigation Subcommittee**. Services will be performed at the direction of **Kawahara Law APC** in order to assist **Kawahara Law APC** in providing confidential and privileged legal advice to the **Clay Investigation Subcommittee**, which is acting to supervise the investigation by delegation from the **District**.
- B. In anticipation of litigation that may arise from the Clay Investigation, **Contractor** understands that it is **Kawahara Law APC** and the **District’s** intention that the forensic accounting work performed by **Contractor** under this Agreement will be covered by the attorney-client privilege, the attorney work-product doctrine, and all other applicable privileges and protections. **Contractor** agrees to put in place necessary and prudent precautions to protect these privileges and protections.

I. Responsibility of the Contractor

- A. **Contractor** shall perform the following duties as described in Exhibit “A”;

II. Compensation and Reimbursement

- A. **Contract Limit:** for services performed and costs incurred during the term of the Agreement, the total amount billed during the term of the contract shall not exceed \$725,224 (\$680,944 for services and \$44,280 for out-of-pocket expenses).
- B. **Billing and Payment Procedures:** **Contractor** shall submit monthly time and cost invoices to the **District**. Approved payments shall be made by the **District** within thirty (30) days of receipt of the invoice from the **Contractor**.

III. Term and Termination of Agreement

- A. The term of the agreement shall commence on 1-20-16 and shall terminate on 8-31-16 or at such time services have been completed, or until modified by written agreement (amendment) by both parties.
- B. This agreement may be reduced or terminated at any time during the term by the **District**. If this agreement is terminated, **Contractor** shall be paid pursuant to the schedule above in paragraph II on a prorated basis for any period of service prior to notice of termination.

IV. Contractor

- A. Contractor** is, for all purposes arising under this Agreement, a contractor. No officer, agent, or employee of **Contractor** or **District** shall be deemed an officer, agent or employee of the party hereto. Neither **Contractor** nor **District**, nor any officer, agent or employee hereto are entitled, including, but not limited to overtime, retirement benefits, worker's compensation benefits, and injury leave or other leave benefits.
- B.** The parties intend that a contractor relationship be created by this contract and the **District** assumes no responsibility for worker's compensation liability. The **District** likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property during or relating to the performance of service under this Agreement.
- C. Contractor** certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state or local statutes, rules or regulations, or with any policies of **Contractor's** current employer.
- D.** Payments made in excess of \$1,500 to California nonresidents, including corporations, limited liability companies, and partnerships that do not have a permanent place of business in this state **are subject** to 7% state income tax withholding (California Revenue and Taxation Code Section 18662). Tax exempt organizations, under either California or federal law **are exempt** from 7% withholding.

V. Indemnification

- A.** The **District** shall defend, save harmless and indemnify the **Contractor** and its officers, agents and employees from all liabilities and claims for damages for death, sickness or injury to persons or property, including without limitation, all consequential damages, from any cause whatsoever arising from or connected with the operations or the services of the District hereunder, resulting from the conduct, negligent or otherwise, of the **District**, its agents or employees.
- B.** The **Contractor** shall defend, save harmless and indemnify the **District** and its officers, agents and employees from all liabilities and claims for damages for death, sickness or injury to persons or property, including without limitation, all consequential damages, from any cause whatsoever arising from or connected with the operations or the services of the Contractor hereunder, resulting from the conduct, negligent or otherwise, of the **Contractor**, its agents or employees.

VI. Ownership

- A. Subject to Section 2018 of the California Code of Civil Procedure acknowledging the attorney work product doctrine**, the **District** shall become the owner of and entitled to exclusive possession of all original records, documents, graphs, photographs, or other reproductions of any kind produced in the scope of services performed, and no other uses thereof will be permitted except by permission of the **District**. Proprietary and work product materials will be exempted from this clause.

VII. Insurance

- A. District** reserves the right to require any independent contractor to maintain general liability insurance during the term of the contract. Based on the duration and type of services to be performed, the **District** requires such insurance up to the amount of \$1,000,000.00.
- B. Contractor** shall obtain and furnish proof of worker's compensation insurance as applicable.

VIII. Assignment

A. Neither **Contractor** nor **District** may assign and/or transfer any interest in this Agreement, without the prior written consent of the party hereto.

IX Timely Performance

A. In the event that **Contractor** fails in the requirement of timely performance, a review of the performance shall be made. All efforts shall be documented to correct the situation. If the **District** is unable to correct the situation, the District may exercise its right to terminate this Agreement as outlined in Section III (B).

AGREED:

CONTRACTOR

DISTRICT

Vicenti, Lloyd, Stutzman LLP
Company or Individual Name

Authorized District Signature

Ernie Cooper
Printed Name of Contractor or Authorized Signer

2/9/16
Date


1 Contractor Signature Date 1/22/16


Site / Department Administrator Signature

95-2242818
2 Social Security Number / Tax ID #

Lisa LeBlanc
Printed Name

2210 E. Route 66, Suite 100
Address

Operations
School Site / Department Name

Glendora CA 91740
City State Zip

2-9-16
Date

626-857-7300 626-857-7302
Phone Number Fax Number

510-231-1105
Phone Number

ECooper@vlsllp.com
e-mail address

lisa.leblanc@wccusd.net
e-mail address

1. Whenever organizational names are used, the authorized signature must include company title, such as president.
2. Whenever organizational names are used, the employer IRS Identification Number must be used instead of a Social Security Number.