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**

Vicenti, Lloyd, Stutzman LLP  
Company or Individual Name

Ernie Cooper  
Printed Name of Contractor or Authorized Signer

[Signature]  1/22/16  
1  Contractor Signature  Date

95-2242818  
2  Social Security Number / Tax ID #

2210 E. Route 66, Suite 100  
Address

Glendora  CA  91740  
City  State  Zip

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

ECooper@vlllp.com  
e-mail address

**DISTRICT**

Authorized District Signature

2/9/16  
Date

Lisa LeBlanc  
Printed Name

Operations  
School Site / Department Name

[Signature]  2/9/16  
Date

510-231-1105  
Phone Number

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.