

LAKE COUNTY OFFICE OF EDUCATION  
Office of the Superintendent

**Agreement for Legal Services**

**ISSUE**

Approval of Agreement for Professional Services between the Lake County Office of Education, and Dora J. Dome, Attorney.

**BACKGROUND/PREVIOUS BOARD ACTIVITY**

N/A

**DISCUSSION**

LCOE's contracted legal team, School & College Legal Services of California, also represents Kelseyville Unified School District, involved in the upcoming Expulsion Appeal Hearing, creating a conflict of interest. Superintendent Falkenberg sought referrals for alternative representation. Dora J. Dome Law Offices is available to assist the Lake County Board of Education with the hearing set for June 20, 2018.

**FISCAL, STAFFING, AND FACILITIES**

N/A

**SUPERINTENDENT'S RECOMMENDATION**

To approve agreement

Report prepared by: Brock Falkenberg, County Superintendent of Schools

## AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this 25<sup>th</sup> day of May, 2018, by and between the **LAKE COUNTY OFFICE OF EDUCATION** hereinafter referred to as County, and Dora J. Dome, hereinafter referred to as Attorney.

In consideration of the promises and the mutual agreements hereinafter contained, County and Attorney agree as follows:

County appoints Attorney to represent, advise, and counsel it from May 25, 2018, through and including June 30, 2019, and continuing thereafter as approved. Any services performed during the period between the above commencement date and the date of Board action approving this Agreement are hereby ratified by said Board approval. Attorney agrees to keep current and in force at all times a policy covering incidents of legal malpractice.

County shall be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, perform the obligations it has agreed to perform under this Agreement and pay Attorney bills in a timely manner.

County agrees to pay Attorney Two Hundred-Sixty dollars (\$260) per hour and One Hundred-Seventy Five dollars (\$175) per hour for paralegals and/or law clerks, if it becomes cost-effective in Attorney's determination to use paralegal and/or law clerk support for discrete scopes of work. At times, it may be necessary for Attorney to consult and/or collaborate with specialized counsel. Such specialized counsel will be billed at \$260 per hour.

Attorney's training is provided for educational, legal compliance and loss-prevention purposes. The training is not itself intended to convey or constitute legal advice for particular issues or circumstances. Legal advice sought before or after the training is available at Attorney's standard hourly rates and contract terms. County agrees to pay Attorney's Training rate of Three Thousand Dollars (\$3,000 - One - Six hours), with a maximum of Sixty (60) participants, inclusive of travel costs and expenses. At times, it may be necessary for Attorney to consult and/or collaborate with trainers with specialized expertise and to have said trainers co-present or present on behalf of Attorney. Such specialized training services will be billed at the Contractor's training rate.

Agreements for specific specialized projects or scopes of particular work may be made by mutual Agreement of the Parties for Attorney's legal and/or training services at other than the rates as set forth above.

Substantive communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of one-tenth (.1) of an hour. In addition, reasonable travel time will be charged at Two Hundred dollars (\$200) per hour. In the course of travel it may be necessary for Attorney to work for and bill other

clients while in transit.

County further agrees to reimburse Attorney for actual and necessary expenses and costs with respect to providing the above services, including support services such as copying costs, express postage, and facsimile transmittals, and travel expenses such as reimbursement for mileage and tolls at standard rates. County agrees that such actual and necessary expenses may vary according to special circumstances necessitated by request of County or by emergency conditions which occasionally arise.

County further agrees to pay for major costs and expenses by paying third parties directly including, but not limited to, costs of serving pleadings, filing fees and other charges assessed by courts and other public agencies, arbitrators' fees, court reporters' fees, jury fees, witness fees, investigation expenses, consultants' fees, and expert witness fees. Upon mutual consent of County and Attorney, Attorney may pay for such costs and expenses and County shall advance costs and expenses to Attorney.

Attorney shall send County a statement for fees and costs incurred every calendar month. Attorney's statements shall clearly state the basis thereof, including the amount, rate and basis for calculations or other methods of determination of Attorney's fees. County shall pay Attorney's statements within thirty (30) days after each statement's date.

It is expressly understood and agreed to by both parties that Attorney, while 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 County.

Because Attorney may represent other school and community college districts, county offices of education, joint powers authorities, SELPAs and other educational entities, conflicts of interest may arise in the course of Attorney's representation. Because Attorney does not represent many private entities or non-school public entities, Attorney will encounter fewer conflicts of interest than the County would encounter with law firms that represent those types of entities. If Attorney becomes aware of any potential or actual conflicts of interest, Attorney will inform the County of the conflict and comply with the legal and ethical requirements to fulfill its duties of loyalty and confidentiality to County. If County has any question about whether Attorney has a conflict of interest in its representation of County in any matter, it may contact Attorney or other legal counsel for clarification.

County or Attorney may terminate this Agreement by giving thirty (30) days written notice of termination to the other party.

**Disclosure: Attorney is affiliated with Epoch Education ("Epoch"), a**

company that provides education development services and trainings. Attorney does not offer legal services through Epoch, but clients may obtain certain of Attorney's online trainings through that company. From time to time Attorney may recommend Epoch's services and products to District for District's consideration. Attorney shall have no role in any decision by District whether to enter into a relationship with Epoch for any purpose. This disclosure is intended to comply with all applicable rules including California Rule of Professional Conduct 3-310. If District has any questions or concerns about this at any time, it may contact Attorney.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement for Professional Services.

**LAKE COUNTY OFFICE OF EDUCATION**

\_\_\_\_\_  
Brock Falkenberg Date  
County Superintendent of Schools

\_\_\_\_\_  
Dora J. Dome, Attorney Date  
5/25/18

At its public meeting of \_\_\_\_\_, the Board approved this Agreement and approved Superintendent's execution of this Agreement.