

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

The Board previously approved a Professional Services Agreement for Legal Services from Dora J. Dome Law Offices at the Board meeting of June 6, 2018.

DISCUSSION

LCOE's contracted legal team, School & College Legal Services of California, also represents Districts around the County. For appeals, this would create a conflict of interest for School & College Legal Services. Superintendent Falkenberg has received an Agreement for Professional Services from Dora J. Dome Law Offices for 2019-20, for approval, should a need for their services arise.

FISCAL, STAFFING, AND FACILITIES

N/A

SUPERINTENDENT'S RECOMMENDATION

To approve agreement

Report prepared by: Tracey Newell

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AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this 1st day of July, 2019, by and between the **LAKE COUNTY OFFICE OF EDUCATION, 1152 S Main St, Lakeport, CA 95453**, 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:

If Attorney must travel to County, County agrees to pay Attorney a flat rate of Forty-Five Hundred Dollars (\$4,500) for the first day of work, regardless of the amount of time actually spent working with County or the nature of the work, inclusive of travel costs and expenses. For all subsequent consecutive days, County agrees to pay Attorney's rates as indicated below.

County appoints Attorney to represent, advise, and counsel it from July 1, 2019, through and including June 30, 2020, 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

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
County Superintendent of Schools

Date

Dora J. Dome, Attorney

Date

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