



PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of September 29, 2016 ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the consultant listed below ("Consultant"). District and Consultant may be referred to as "Party" or collectively as the "Parties".

OLSON HAGEL & FISHBURN LLP

WHEREAS, District is authorized, following approval of this Agreement by its Board of Trustees, pursuant to its general authority set forth in California Education Code §35160, Government Code §§4526 and 53060, to contract with and employ any persons for the furnishing of special professional services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, District is in need of such special legal services and advice, specifically those described in Exhibit A, and

WHEREAS, Consultant represents that he/she/it is specially trained, experienced, licensed, and competent to perform the special professional services required by the District, and such services are needed on a limited basis (hereinafter referred to as "Consulting Services");

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Consultant shall perform the Consulting Services as set forth in Consultant's Proposal which is attached hereto, marked as Exhibit A (hereinafter referred to as "Contracted Services"), and incorporated as if fully set forth herein. Consultant's specific scope of work shall be set forth in Exhibit A and/or supplemented by purchase orders or other written instructions subsequently issued by the District.

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Consultant under this agreement is estimated to be \$15,000.00 in the aggregate under term of this Agreement.

Term of Agreement. The term of this base Agreement is specified in Exhibit A with the total contract term not to exceed a total of five (5) years, as allowed by Education Code section 17596.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents titled General Conditions, Special Conditions and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Consultant acknowledge, and agree to be bound by, the terms set forth in the selected documents attached to this Agreement, as if such additional terms were fully set forth in full herein.

[ X ] General Conditions [ ] Special Conditions [ X ] Required Documents and Certifications [ X ] Purchase Order(s)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

DISTRICT
By: [Signature]
Name: Lynn N. Rust
Title: Executive Director, Contracts & Purchasing
Board Approval Date: September 28, 2016

CONSULTANT
Signature: [Signature]
Name: Deborah Caplan
Title: Partner
Address: 555 Capital Mall, Suite 1425, Broomfield, CO 95818
Email Address: Deborah@Olsonhagel.com
FEIN 94-2402687

### GENERAL CONDITIONS

District and Consultant acknowledge, and agree to be bound by, the provisions set forth below:

1. Engagement of Services. District engages the services of Consultant under the terms in the Agreement and these additional provisions. Consultant agrees to exercise the highest professionalism and utmost care, and to utilize Consultant's expertise and talents in completing such services. Consultant agrees that it will act in a manner it believes to be in the best interest of District rather than for itself or another third party. Consultant agrees that it shall perform its services in a timely manner. Consultant agrees to provide Consultant's own equipment, tools and other materials at Consultant's own expense, unless otherwise agreed to in writing by the District. District will make its facilities and equipment available to Consultant when necessary, upon written permission by authorized District personnel. Consultant may not assign, subcontract or otherwise delegate Consultant's obligations under the Agreement without District's prior written consent. Consultant shall devote such time to the performance of services under this Agreement that are reasonably necessary for satisfactory performance of the services and obligations hereunder.
2. Invoicing. For hourly services, Consultant shall submit invoices to District on a monthly basis with all requested documentation substantiating invoiced charges. For services performed under an agreed fixed fee, Consultant shall submit invoices to District upon completing the services or as otherwise agreed to expressly in this Agreement.
3. Expenses. Consultant shall handle all expenses incurred in performing services under the Agreement, unless otherwise agreed upon in writing by District.
4. Independent Consultant. Consultant, in performing this Agreement, shall be, and act as, an independent Consultant. Consultant understands and agrees that he/she/it, all his/her/its employees, agents and Consultants shall not be considered officers, employees or agents of District, and are not entitled to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant assumes the full responsibility for the acts and/or omissions of his/her/its employees, agents and Consultants as they relate to the services to be provided under this Agreement. Consultant shall assume full responsibility for payment of all Federal, State and local taxes or contributions, including unemployment insurance, social security and income taxes, and insurance, including workers' compensation, with respect to Consultant's employees. Further, Consultant and its personnel shall not have the authority, express or implied, to act as an agent on behalf of, or bind, the District, unless expressly authorized in writing by the District.
5. Originality of Services. Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, and ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source.
6. Copyright/Trademark/Patent. Consultant understands and agrees that all matters produced under this Agreement, including information prepared, produced, or provided, such as, for illustrative purposes, documents, writings, typewriting, printing, photostating, computer models, plans, drawings, etc., shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matters in the name of District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. Any trade secrets of the District which come into the possession of Consultant in connection with services under this Agreement, remain the property of the District and Consultant expressly agrees to keep such trades secrets confidential.
7. Termination. District may terminate the Agreement at its convenience and without any breach by Consultant upon ten (10) calendar days' prior written notice to Consultant. District may also terminate the Agreement immediately in its sole discretion for cause or upon Consultant's breach of any provision of the Agreement. Cause means (a) any act of dishonesty or a plea of no contest to a felony or any crime involving moral turpitude by an individual with whom the District contracts directly, or an owner, officer or director of an entity with whom the District contracts; (b) any reasonable suspicion of fraud; (c) negligence in the performance of duties under the Agreement; and (d) nonperformance, as determined by the District, of any reasonable and lawful duty assigned under the Agreement. Consultant may terminate this Agreement at any time upon thirty (30) days' prior written notice to District. Consultant and District each agree to sign any documents reasonably necessary to complete Consultant's discharge or withdrawal.

Upon termination of this Agreement for any reason, Consultant's fees will be prorated based on the work completed at the time of termination for work then in progress, to and including the effective date of such termination, which shall be substantiated by appropriate documentation. Unless other terms are set forth in this Agreement, District will reimburse Consultant for previously approved expenses in compliance with the policies of the District.

8. Return of District Property. Upon termination of this Agreement or earlier as requested by District, Consultant will deliver to District any and all District property including, but not limited to, District-provided information, intellectual property, and equipment of District. Consultant further agrees that any property situated on District's premises, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by District personnel at any time. The District shall have access, upon reasonable request, to Consultant's plans, job files, reports, data and records relating to the work performed under this Agreement.
9. Indemnification and Hold Harmless. Contractor agrees to and shall immediately defend, indemnify and hold harmless the District, its Board of Trustees, officers, agents, employees, and volunteers from all demands, claims, including active and passive claims, lawsuits, damages, of every kind and nature, losses, costs, attorneys' fees and expenses, liability or claim of liability for personal injury, bodily injury to persons or death, furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention, contractual liability, and damage to property sustained or claimed to have been sustained, arising out of, or pertaining to, activities or services provided by Contractor or its employees, subcontractors, or agents, whether authorized by this Agreement or not. Contractor further agrees to waive all rights of subrogation against the District. This paragraph does not apply to any damage or losses caused by the negligence or willful misconduct of District or its employees. The defense, indemnity and hold harmless provisions of this Agreement shall not be limited, impaired or diminished in any way by the insurance requirements set forth in this Agreement. This paragraph shall be construed in the broadest manner to provide for an immediate defense and indemnity of the claims set forth herein.
10. Insurance. Consultant agrees to carry commercial general liability insurance and automobile liability insurance with limits of one million dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Consultant and District against liability or claims of liability, which may arise out of this Agreement. In addition, Consultant agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." No later than the Effective Date, Consultant shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder. Consultant agrees to name District and its officers, agents and employees as additional insureds by separate endorsement under said policy or policies. Nothing herein shall limit the obligations for Consultant to provide insurance as required under other provisions of this Agreement.
11. Assignment. The obligations of the Consultant pursuant to this Agreement shall not be assigned by Consultant without prior written consent from the District.
12. Notices. All notices that are required or permitted to be given under this Agreement shall be in writing and sent by either personal delivery, nationally recognized overnight courier service or prepaid, first class United States postal mail. Notices shall be sent to signatories to this Agreement at the addresses given therein.
13. Compliance with Applicable Laws. The services completed herein must meet the approval of District and shall be subject to District's general right of inspection to ensure the satisfactory completion thereof. Consultant agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Consultant, Consultant's business, and personnel engaged in operations covered by this Agreement or accruing out of performing of such operations.
14. Permits/Licenses. Consultant and all Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services under this Agreement.
15. Employment with Public Agency. Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
16. Entire Agreement/Amendment. This Agreement and any exhibits, or general or specific terms and conditions attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous

understanding or agreement regarding the services contemplated, and may be amended only by a written amendment executed by both parties to this Agreement.

17. Nondiscrimination. Consultant agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, sexual orientation, or gender of such person. To the extent applicable to the this Agreement, Consultant shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
18. Non-waiver. The failure of District or Consultant to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
19. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
20. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of the Agreement, then the prevailing party shall be entitled to all legally-permitted expenses, including, but not limited to, witness fees, court costs, and attorneys' fees.
21. Governing Law. The laws of the State of California shall govern the terms and conditions of this Agreement with venue for any dispute arising hereunder to be solely proper in Orange County, California.
22. Construction of Agreement. If there is any uncertainty or ambiguity in the terms of this Agreement, it shall not be construed for or against any Party hereto on the grounds that such Party was responsible for drafting of any particular term set forth herein. The Parties each waive and relinquish in connection with this Agreement any and all rights that he/ she/it may have or claim under California Civil Code section 1654.
23. Conflict. In the event of any alleged, implied, or actual conflict between the express or implied provisions of this Agreement and the provisions of the exhibits, or any other document included herein, the provisions of this Agreement shall govern.
24. Captions. The captions of this Agreement shall have no effect on its interpretation.
25. No Use of Mark or Name. Consultant shall not use any name, trademark or service mark of District without first having received District's written consent to such use.
26. Singular and Plural. Where required by the context of this Agreement, the singular shall include the plural and vice-versa.
27. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators, and assigns of the respective Parties hereto.
28. Survival and Severability. Unless otherwise specifically provided, the covenants herein shall survive termination of this Agreement. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.
29. Consultant's Employees. Consultant shall at all times enforce appropriate discipline and good order among its employees and shall not employ or work any unfit person or anyone not skilled in providing the services required under this Agreement. It shall be the responsibility of Consultant to ensure compliance with this section. Any person in the employ of Consultant whom District may deem incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from providing services under this Agreement and shall not again provide services except with District's written consent. Consultant shall ensure that persons who perform services on District's property, including without limitation K12 school districts, have not been convicted of any felony, have not been convicted of any controlled substance offense, and have not been convicted of any sex offense, as those terms are defined by Education Code section 45125.1.

### 30. Mandatory Claims Process, including Expedited Arbitration.

If District or Consultant has a claim regarding, arising from, or pertaining to this Agreement, this Mandatory Claims Process is the exclusive method for determining and resolving such claims.

#### A. Initial Review and Evaluation of a Claim

Within ten (10) business days of a party to this Agreement suffering a loss, that party shall advise the other party of the loss in writing by sending written notice to the signatory on this Agreement for the other party. Within ten (10) business days of from the date of receipt of such written notice, the signatories to this Agreement shall meet and discuss and resolve the claim. A resolution reached at the Initial Review and Evaluation Meeting shall be reduced to writing and become an amendment to this Agreement upon approval by District's Board of Trustees.

#### B. Expedited Mediation

If the Initial Review and Evaluation Meeting does not resolve the claim, then within five (5) business days following the Initial Review and Evaluation Meeting the proponent of the claim shall send a list of four recognized mediators to the other party. Within five (5) business days of receipt of the list, the other party shall then either: (1) select a mediator from the list and notify the proponent of the claim of the selection of a mediator; or (2) if none of the proposed mediators are acceptable, then that party shall send an alternative list of four recognized mediators to the proponent of the claim. Within five (5) business days of receipt of the alternative list, the proponent shall either: (1) select a mediator; or (2) if none of the mediators listed are acceptable, then notify the other party of that fact. If the foregoing process does not result in the selection of a mediator, then the mediation requirement of this paragraph shall not be required and the parties will proceed to the process set forth in paragraph C of Section 30 hereof.

#### C. Expedited Arbitration

Within five (5) business days following an unsuccessful mediation or if no mediation takes place, the proponent of the claim shall send a list of four recognized arbitrators to the other party. Within five (5) business days of receipt of the list, the other party shall then either: (1) select an arbitrator from the list and notify the proponent of the claim of the selection of an arbitrator; or (2) if none of the proposed arbitrators are acceptable, then that party shall send an alternative list of four recognized arbitrators to the proponent of the claim. Within five (5) business days of receipt of the alternative list, the proponent shall either: (1) select an arbitrator; or (2) if none of the arbitrators listed are acceptable, then notify the other party of that fact. The arbitrators shall be from either JAMS, ADR Services, or the American Arbitration Association. If the foregoing process does not result in the selection of an arbitrator, then the proponent of the claim shall notify one of the foregoing three alternative dispute resolution services and that service shall select an arbitrator. The arbitration shall take place and be concluded within forty five (45) days of the selection of an arbitrator and shall not take more than two (2) full day sessions with the time of the arbitration being divided equally between the parties. The arbitrator's decision must be based on admissible facts. "Admissible Facts" are defined as facts that would be admissible in court under the California Rules of Evidence. The arbitrator's decision must also be based upon applicable law. The arbitrator does not have the power or discretion to fashion any remedy on the contract that he or she sees fit. Rather, the arbitrator's decision must be based on admissible facts and applicable law and in accord with the terms, condition and provisions of the contract. The arbitrator shall issue a written Statement of Decision applying the admissible facts to applicable law under the contract in reaching his/her determination. The arbitrator's decision shall be final and binding and can be introduced into court for the purpose of obtaining a judgment thereon provided the arbitrator has complied with the provisions of this paragraph. Should the arbitrator fail to do so, then an objecting party has the right to have the claim determined in court. The parties agree that the dispute resolutions of this Paragraph 30 are mandatory and the exclusive procedure to determine claims made regarding this Agreement that should a party fail to follow them that the claim is waived, released, and forever forfeited. Each party shall bear its own attorney's fees and costs.

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**REQUIRED DOCUMENTS AND CERTIFICATIONS**

**\*All checked items must be on file with Purchasing Department.**

<p>✓ Professional License to Practice</p>
<p style="text-align: center;"><b>Certificates of Insurance</b></p> <p>✓ <u>1. Commercial General Liability Insurance</u> – Additional Insured Endorsement  Option 1: form CG 20 10 11 85  or  Option 2: Choose either Form CG 20 10 07 04 <b>or</b> Form CG 20 33 07 04  Either form <b>must be accompanied</b> by Form CG 20 37 07 04</p> <p style="text-align: center;"><u>OR</u></p> <p>✓ <u>Errors &amp; Omissions/Malpractice</u> (Professional Liability Insurance) including Sexual Molestation and Abuse coverage unless waived in writing by the District.</p> <p>✓ 2. Business Auto Liability Insurance</p> <p>✓ 3. Workers' Compensation and Employers Liability Insurance</p> <p style="text-align: center;">Refer to Article 10. INSURANCE REQUIREMENTS</p>
<p>✓ Certification by Consultant Criminal Records Check</p>
<p>✓ W-9</p>

## EXHIBIT A

### **ENFORCEMENT ACTION RETAINER AGREEMENT**

THIS AGREEMENT is made between OLSON HAGEL & FISHBURN, LLP, referred to as "Attorney" and CAPISTRANO UNIFIED SCHOOL DISTRICT, referred to as "Client."

This Agreement will become effective, and Attorney will be obligated to provide legal services, when Client returns a signed copy of this Agreement and the initial retainer has been paid.

#### **SERVICES PROVIDED**

1. Attorney hereby offers to provide legal services reasonably required to represent Client in connection with an investigation and enforcement action by the California Fair Political Practices Commission. Such services may include, but are not limited to, the following:

- A. Representing Client in any investigative interviews;
- B. Assisting Client in compliance with any administrative subpoenas;
- C. Reviewing any relevant documents;
- D. Interviewing potential witnesses;
- E. Representing Client before the agency in any Probable Cause Conference or Administrative Hearing;
- F. Negotiating on behalf of Client any possible settlement.

Attorney will take reasonable steps to keep client informed of progress and respond to Client's inquiries. Client may direct Attorney, either verbally or in writing, to perform additional legal services for Client unrelated to the above-specified matter. Unless such additional services are the subject of a separate written Agreement for legal services, Client and Attorney agree that such additional legal services shall be considered within the scope of services under this Agreement and subject to all of the terms and conditions set forth in this Agreement.

#### **DUTIES OF CLIENT**

2. Client agrees to cooperate and be truthful with Attorney, inform Attorney of any developments, render payment of Attorney's billing statements when due, advise Attorney of any changes in Client's address or telephone number, and to abide by this Agreement.

#### **FEES AND TERMS**

3. Client agrees to pay for Attorney's services based on the attached fee schedule. Attorney reserves the right to adjust the hourly rates after providing 30 days written notification to Client of any such changes. Client agrees to pay Attorney an initial deposit of \$5,000 upon signing of this Agreement. The hourly charges will be charged against the deposit. The deposit will be held in a trust account. Client authorizes Attorney to use that fund to pay the fees and other charges as they are incurred. Payments from the fund will be made upon remittance to

Client of a billing statement. Client acknowledges that the deposit is not an estimate of total fees and costs, but merely an advance for security.

Attorney billing will be sent monthly and is detailed, listing the attorney name, amount of time, and description of services rendered. Attorney will charge for time expended on telephone calls and e-mails relating to Client's matter, including calls with Client, opposing counsel, witnesses, etc. The legal personnel assigned to Client's matter will confer among themselves either in person or by e-mail regarding Client's matter, as required. When they do confer, each person will charge for their time expended. If more than one of Attorney's legal personnel attends a meeting, hearing, or other proceeding, each will charge for their time expended. Attorney will charge for waiting time in hearings and other proceedings and for travel time, including both local and out-of-town. Law Firm also charges for time expended on legal research and preparation of memos, letters, and other documents. Attorney believes it is a necessary part of the practice of law to provide this kind of documentation, even if the result of Attorney's research simply confirms Attorney's preliminary opinions. Attorney time is charged in minimum units of one tenth of an hour (i.e., six minute increments). Client understands and agrees that commencing the 30th day following the date of statement for Attorney's services. Attorney will charge interest at the rate of 10 percent (10%) per annum on any and all amounts then due and unpaid.

Attorney may not charge for certain services in some cases, without waiving its right to charge for these items should they reoccur in the future. This is a matter of goodwill and solely at the Attorney's discretion. Such "no charges" are often indicated either by not having a sum by the Attorney's name on the billing statement, or by a "credit adjustment" at the end of the bill. Since all billing is detailed, Attorney expects Client to review the bills before payment is due, and to raise any questions or concerns before the next billing statement. Otherwise, Attorney assumes Client agrees with the charges and will render payment.

- A. Direct Costs: Attorney will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for those costs and expenses, in addition to the hourly fees. The costs and expenses commonly include fees fixed by law or assessed by public agencies, messenger and other delivery fees, postage, photocopying and other reproduction costs, and charges for on line computer research time.
- B. Travel Costs: Client agrees to pay transportation, meals, lodging, parking and all other necessary travel and costs by Attorney's personnel. Client will also be charged the hourly rates for legal personnel travel time.
- C. Litigation: In the event Client's matter involves arbitration, administrative hearing or other litigation, Client agrees to pay costs required by an arbitrator or court, or deemed necessary by Attorney to effectively present Client's case. In addition to the other costs and charges set forth in subsections (A) through (B) above, arbitration and litigation frequently include such costs as filing fees, court reporter fees, transcript costs and expert witness fees.
- D. Investigators: To aid in the preparation or presentation of Client's case, it may become necessary to hire outside investigators. Client agrees to pay their fees and charges. Attorney will select any investigators to be hired.



4. Dispute: In any action or proceeding arising out of this Agreement or the performance of services pursuant to this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs. Venue for any action or proceeding shall be in Sacramento County.

5. Discharge and Withdrawal: Client may discharge Attorney at any time. Attorney may withdraw with Client's consent or for good cause. Good cause includes Client's breach of the Agreement, Client's refusal to cooperate with Attorney or to follow Attorney's advice on a material matter, or any fact or circumstance that would render Attorney's continuing representation unlawful or unethical. When Attorney's services conclude, all unpaid charges will immediately become due and payable. After Attorney's services conclude, Attorney will, upon Client's request, deliver Client's file to Client, along with any of Client's funds or property in Attorney's possession. If Client has not requested its file within thirty (30) days, Attorney will retain the file in storage (at Attorney's cost) for a period of five (5) years at which time the file will be destroyed. No additional notification will be sent prior to destruction of Client's file.

6. Disclaimer of Guarantee: Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee regarding the outcome of Client's matter. Attorney makes no such promises or guarantees. Attorney's comments regarding the outcome of Client's matter are expressions of opinion only.

7. Client understands that Law Firm represents many clients who participate in the governmental and political process, primarily in California, but also nationwide. At present, we do not represent any candidates or other clients with adverse interests to Client. While it does not appear that any of the work we are doing for our other clients is currently or would be adverse to Client, we cannot rule out the possibility that some of our clients in the future would ask us to assist them in taking positions that may be contrary to positions Client has taken or may take, or otherwise may be adverse to Client's interests. If, during the course of this representation, any of our current or future clients asks us to represent it, him or her in a matter that would be adverse to Client, we will raise that issue with Client if we are not precluded from doing so by our duty of confidentiality to our other client. If our other Clients agree to waive the conflict, we may be able to continue to represent Clients notwithstanding the conflict. However, if we have a conflict and are not able due to our other duties to disclose the circumstances to Client, or if Client or our other client chooses not to waive the conflict of interest, Client agrees that we will have the right to withdraw from our representation without the need for any further approval or consent. Client likewise has the absolute right to terminate our representation at any time and for any reason. In the event our attorney-client relationship with Client is terminated (whether by us or by Client), Client consents that we may continue to represent our other clients, including on matters that are adverse to Client, including political law compliance and litigation matters.

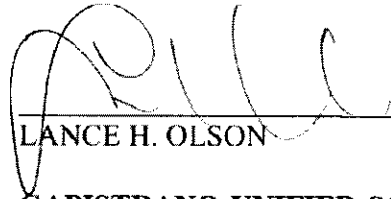
8. The law governing lawyers prevents Law Firm from representing one client in a matter that is adverse to another client. Law Firm is not seeking a waiver of that rule. Thus, so long as Law Firm represents Client, we will not represent another adverse client without his and our other client's mutual consent. However, the law is different after the termination of the attorney-client relationship. Once the relationship ends, the client becomes a former client. The law allows a lawyer to take on representation adverse to a former client, except that, in the absence of the client's consent, the lawyer cannot do so if the matter is "substantially related" to the matter in which the lawyer formerly represented the former client. By signing this agreement, Client consents to waiving that rule here. That is, Client consents that after it is no longer represented by Law Firm, Law Firm may represent our other clients in adverse matters

even if the matters are "substantially related" to the work Law Firm does for Client. Consent to the waiver provided in this paragraph does not waive Law Firm's duty of confidentiality owed to Client. Law Firm will maintain as confidential all confidential information received in the course of our representation of Client and will not use or disclose such confidential information without Client's consent.

Client has read and understands the foregoing and agrees to all of the terms and conditions set forth in this Retainer Agreement.

DATED: September 22, 2016

**OLSON HAGEL & FISHBURN, LLP**



\_\_\_\_\_  
LANCE H. OLSON

DATED: September \_\_, 2016

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

\_\_\_\_\_

**FEE SCHEDULE**

SENIOR PARTNERS .....	\$500.00
PARTNERS .....	\$425.00
SENIOR ATTORNEYS .....	\$425.00
SENIOR ASSOCIATE ATTORNEYS .....	\$330.00
ASSOCIATE ATTORNEYS .....	\$280.00
LAW CLERK(S) .....	\$125.00
REPORTING MANAGER .....	\$140.00
SENIOR PARALEGALS/ASSISTANT MANAGERS .....	\$135.00
SENIOR REPORTING SPECIALISTS .....	\$130.00
REPORTING SPECIALISTS/PARALEGALS .....	\$120.00
REPORTING ASSISTANTS .....	\$ 80.00

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