



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1n

Meeting Date: June 20, 2024

Subject: Approve 2024-2025 Legal Contracts

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: _____)
- Conference/Action
- Action
- Public Hearing

Division: Business Services

Recommendation: Approve attached contracts for Fagen Friedman and Fulfrost LLP (F3), Lozano Smith, Dannis Woliver Kelly, and Diepenbrock Elkin Dauer McCandless LLP law firms to provide legal services for the 2024-2025 fiscal year.

Background/Rationale: Firms provide advice and counsel to the Board of Education and staff in a variety of areas to ensure compliance and diligence on all matters related to the provision of educational services.

Financial Considerations: Please refer to the attached matrix establishing annual 'not to exceed amounts' by department and/or function. To create an internal control, these amounts are the maximum authority provided through board approval and cannot be exceeded without an increase approved by the board. In addition to the matrix, Diepenbrock Elkin Dauer McCandless LLP will provide advisement related to major construction/bond projects for a total not to exceed \$100,000. The total authority provided for 2024-25 school year legal services is \$3,800,000.

LCAP Goal(s): Family and Community Empowerment; Operational Excellence

Documents Attached:

- SCUSD Legal Contracts Matrix
- DWK Agreement for Professional Services
- Fagen Friedman & Fulfrost LLP Agreement for Legal Services
- Lozano Smith Agreement for Legal Services
- Diepenbrock Elkin Dauer McCandless LLP Agreement for Legal Services

Estimated Time: N/A

Submitted by: Janea Marking, Chief Business and Operations Officer

Approved by: Lisa Allen, Superintendent

2024-25 SCUSD Legal Contracts				
Cabinet		DWK	F3 Law	Lozano Smith
Superintendent	2024-25 Annual Not to Exceed Amount	--	\$75,000	\$25,000
Board of Education	2024-25 Annual Not to Exceed Amount	--	\$150,000	\$150,000
Dupty Superintendent	2024-25 Annual Not to Exceed Amount	--	\$350,000	\$75,000
	Charter Schools 2024-25 Annual Not to Exceed Amount	--	\$100,000	--
Chief Academic Office	2024-25 Annual Not to Exceed Amount	--	\$325,000	--
	Special Education 2024-25 Annual Not to Exceed Amount	--	\$525,000	\$350,000
Chief Business and Operations Officer	Business 2024-25 Annual Not to Exceed Amount	\$40,000	\$150,000	--
	Operations 2024-25 Annual Not to Exceed Amount	\$100,000	\$100,000	\$50,000
Chief Communication Officer	2024-25 Annual Not to Exceed Amount	--	\$25,000	--
Chief Human Resources Officer	Human Resources 2024-25 Annual Not to Exceed Amount	--	\$900,000	\$100,000
	Labor Relations 2024-25 Annual Not to Exceed Amount	--	\$80,000	\$20,000
Chief Technology Officer	2024-25 Annual Not to Exceed Amount	--	\$10,000	--
	Totals	\$140,000	\$2,790,000	\$770,000
			Total All	\$3,700,000



DANNIS WOLIVER KELLEY

Attorneys at Law

DEIDREE Y.M.K. SAKAI

Attorney at Law
dsakai@DWKesq.com

San Francisco

May 9, 2024

VIA EMAIL

Janea Marking
Chief Business and Operations Officer
Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824

Re: 2024-2026 Agreement for Professional Services

Dear Ms. Marking:

For almost five decades, DWK has provided quality legal advice and wise counsel to California school and community college districts. Our reward in this worthy endeavor is the opportunity to be your partner in achieving your core mission to educate and prepare all children and young adults to be responsible, mindful citizens in the global marketplace of ideas.

Together, we have confronted and overcome a multitude of challenges from the local to the global and have stood by your side to help you change course repeatedly, pivot often and innovate in the moment. We remain your steadfast allies and will continue to support you with our full range of expertise to provide excellent education programs to millions of California students even in the face of a mercurial economy.

Attached is our Agreement for Professional Services for the 2024/2025 and 2025/2026 school years ("Agreement"). Our rate ranges have remained unchanged since 2022. With this Agreement, the top end of our attorney rate ranges is increasing by approximately five percent (5%) with one attorney's rate (Greg Dannis) increasing by eight percent (8%). Non-attorney rates (i.e., law clerks and paralegals) are also increasing by up to eight percent (8%). We agree to maintain these ranges for the two-year term of our Agreement. This means there will be no changes to the billing ranges during this time period; however, individual attorney hourly rates may be adjusted within the existing ranges during the term of the Agreement.

We look forward to serving the District in the coming school years and continuing our mutually rewarding partnership. Please sign the attached Agreement, insert the date of Board approval, and return to the undersigned via email.

Best regards,

Dannis Woliver Kelley

Deidree Y.M.K. Sakai

SAN FRANCISCO
200 California Street
Suite 400
San Francisco, CA 94111
TEL 415.543.4111
FAX 415.543.4384

LONG BEACH
444 W. Ocean Blvd.
Suite 1750
Long Beach, CA 90802
TEL 562.366.8500
FAX 562.366.8505

SAN DIEGO
750 B Street
Suite 2600
San Diego, CA 92101
TEL 619.595.0202
FAX 619.702.6202

CHICO
2485 Notre Dame Blvd.
Suite 370-A
Chico, CA 95928
TEL 530.343.3334
FAX 530.924.4784

SACRAMENTO
555 Capitol Mall
Suite 645
Sacramento, CA 95814
TEL 916.978.4040
FAX 916.978.4039

EAST BAY
2087 Addison Street
2nd Floor
Berkeley, CA 94704
TEL 510.345.6000
FAX 510.345.6100

FRESNO
7170 N Financial Drive
Suite 135
Fresno, CA 93720
TEL 559.388.5802
FAX 559.388.5803

www.DWKesq.com

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into on May 9, 2024, by and between the Sacramento City Unified School District, hereinafter referred to as District, and Dannis Woliver Kelley, a professional corporation, hereinafter referred to as Attorney.

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

SCOPE OF SERVICES. District appoints Attorney to represent, advise, and counsel it from July 1, 2024, through and including June 30, 2026, and continuing thereafter as approved. Any services performed during the period between the above commencement date and the date of governing board action approving this Agreement are hereby ratified by said governing board approval.

Attorney agrees to prepare periodic reviews of relevant court decisions, legislation, and other legal issues. Attorney agrees to keep current and in force at all times a policy covering incidents of legal malpractice. Nothing in this Agreement and nothing in Attorney's statements to District should be construed as a promise or guarantee about the outcome of any matter.

DISTRICT DUTIES. District shall be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, ensure access for Attorney to communicate with the District's governing board as appropriate, perform the obligations it has agreed to perform under this Agreement and pay Attorney bills in a timely manner.

FEES AND BILLING PRACTICES. Except as hereinafter provided, District agrees to pay Attorney at the following hourly rates: three hundred ninety-five dollars (\$395) to four hundred seventy-five dollars (\$475) for Shareholder Emeritus; two hundred sixty-five dollars (\$265) to three hundred ninety-five dollars (\$395) for Shareholders and Of Counsel; two hundred forty-five dollars (\$245) to three hundred fifteen dollars (\$315) for Special Counsel; one hundred ninety-five dollars (\$195) to two hundred seventy-five dollars (\$275) for Associates; one hundred thirty dollars (\$130) to one hundred ninety-five dollars (\$195) for Law Clerks; and one hundred thirty dollars (\$130) to two hundred ten dollars (\$210) per hour for Paralegals. Rates for individual attorneys and paralegals may vary within the above ranges depending on the level of experience and qualifications and the nature of the legal services to be provided with the exception of Greg Dannis whose hourly rate shall be \$485.

Agreements for fees for legal services at other than the hourly rates set forth above may be made by mutual agreement for special projects, particular scopes of work, or for attorneys with specialized skills. The rates specified in this Agreement are subject to change at any time by Attorney following written notice to District and shall apply to all services rendered after such notice is given.

Time is billed in minimum increments of one-tenth (.1) of an hour, except the first communication (e.g., by telephone, voice-mail, e-mail, text) of any day containing substantive advice which is charged a minimum of three-tenths (.3) of an hour. Actual travel time and time spent attending in-person or remote meetings is charged at the rates above. In the course of travel for a District matter, or while attending meetings with or for District, it may be necessary for Attorney to concurrently work for and bill other clients. If, during the course of representation of District, an insurance or other entity assumes responsibility for payment of all or partial fees of Attorney on a particular case or matter, District shall remain responsible for the difference between fees paid by the other entity and Attorney's hourly rates as specified in this Agreement unless otherwise agreed by the parties.

OTHER CHARGES. District agrees to reimburse Attorney for actual and necessary expenses and costs with respect to providing the above services, including support services such as copying charges (charged at \$0.10 per page), postage (only charged if in excess of \$1.00), and computerized legal research and electronic record review platforms (i.e.,

Westlaw, e-discovery). District agrees that such actual and necessary expenses may vary according to special circumstances necessitated by request of District or emergency conditions which occasionally arise. Such expenses shall be provided at cost unless otherwise specified. Any discount received on such services is passed along to District by Attorney.

District further agrees to pay third parties, indirectly through Attorney, for major costs and expenses 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. District will reimburse Attorney for such costs or may, upon agreement of District and Attorney, advance payment to Attorney for such costs and expenses.

Occasionally Attorney may provide District officials and/or employees with food or meals at Attorney-sponsored trainings or when working with District officials and/or employees. Attorney may provide such food or meals without additional charge in exchange for the consideration provided by the District under this Agreement.

BILLING STATEMENT. Attorney shall send District a statement for fees and costs 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. Upon District's request for additional statement information, Attorney shall provide a bill to District no later than ten (10) days following the request. District is entitled to make subsequent requests for bills at intervals of no less than thirty (30) days following the initial request. District shall pay Attorney's statements within thirty (30) days after each statement's date.

ARBITRATION OF FEE DISPUTE. In order to avoid litigation in the event of any dispute concerning billings, it is agreed that any such dispute shall be submitted exclusively to binding arbitration before the American Arbitration Association. The arbitrator shall determine the rights and obligations of the parties according to the substantive and procedural laws of California. You acknowledge that by agreeing to arbitration, you are giving up the right to a jury trial. Judgement on any arbitration award may be entered by any court of competent jurisdiction.

INDEPENDENT CONTRACTOR. 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 District. Attorney does not anticipate that in the course and scope of performing legal services it will have any interaction with any pupil that is not under the immediate supervision and control of a District employee or a pupil's parent or guardian. If District requests legal services in which Attorney will have unsupervised interaction with pupils, Attorney will comply with any applicable fingerprinting, background check, vaccine, or testing requirements.

CONSENT TO USE OF ELECTRONIC COMMUNICATION AND CLOUD SERVICES. To provide District with efficient and convenient legal services, Attorney will communicate and transmit documents using electronic communication services. Because electronic communication continues to evolve, there may be risks communicating in this manner, including risks related to confidentiality and security. By entering into this Agreement, District is consenting to such use of electronic communication services with District and District's representatives and agents. In addition, Attorney uses cloud computing services with servers located in a facility other than Attorney's office. Most of Attorney's electronic data, including emails and documents, are stored in this manner. By entering into this Agreement, District understands and consents to having communications, documents and information pertinent to the District's matters stored through such cloud-based services.

FILE RETENTION. Attorney will retain files related to representation of District for a minimum period of seven (7) years after the conclusion of the Attorney's services for District. During this period, Attorney may retain such files exclusively in digital format and may destroy original paper documents provided by the District after they are digitized unless requested by the District to return the originals. At the expiration of the seven (7)-

year period, Attorney may destroy such files, including paper or digital copies, unless District notifies Attorney in writing that District wishes to take possession of them. Attorney agrees to provide a digital copy of all files related to representation of District upon District's request, excluding Attorney's internal files (e.g., administrative records and attorney work product, including drafts, notes, internal memoranda, and research prepared for Attorney's internal use) which are the Attorney's property.

PRIVACY NOTICE OF COLLECTION OF PERSONAL INFORMATION. Attorney respects the District's privacy and aims to be transparent with District. For this reason, Attorney has adopted a privacy policy that describes all the information Attorney collects from or about District employees in the course of providing the District with legal services, as well as how Attorney uses this information and how long Attorney will retain it. Attorney's privacy policy, which also describes the District's rights as a consumer under applicable law, is accessible on Attorney's website at <https://www.dwkesq.com/ccpa/>. The terms and disclosures of this privacy policy are incorporated herein, and the signature on the agreement below confirms that District has read or will read Attorney's privacy policy. If the District has any questions regarding Attorney's privacy policy or its rights, the District should email Attorney at DataSecurity@dwkesq.com.

CONFLICT OF INTEREST. In some situations, where Attorney has relationships with other entities, the Rules of Professional Conduct and Business & Professions Code may require Attorney to provide disclosure or to obtain informed written consent before it can provide legal services for a client. Attorney represents many school and community college districts, county offices of education, joint powers authorities, SELPAs and other entities throughout California. The statutory and regulatory structure of the provision of education services results in many ways in which these entities interact which could result in a conflict between the interests of more than one of Attorney's clients. If Attorney becomes aware of a specific conflict of interest involving District, Attorney will comply with the legal and ethical requirements to fulfill its duties of loyalty and confidentiality to District. If District has any question about whether Attorney has a conflict of interest in its representation of District in any matter, it may contact Attorney or other legal counsel for clarification.

TERMINATION OF CONTRACT. District or Attorney may terminate this Agreement by giving reasonable written notice of termination to the other party.

COUNTERPARTS. This Agreement may be executed in duplicate originals, including facsimiles, each of which shall fully bind each party as if all had signed the same copy. Electronic copies of signatures shall be treated as originals for all purposes.

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

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Janea Marking
Chief Business and Operations Officer

Date

DANNIS WOLIVER KELLEY



Deidree Y.M.K. Sakai
Attorney at Law

5/9/2024

Date

At its public meeting of _____, 2024, the District's governing board approved this Agreement and authorized the Board President, Superintendent or Designee to execute this Agreement.



AGREEMENT FOR LEGAL SERVICES

This agreement is by and between Sacramento City Unified School District (“Client”) and the law firm of Fagen Friedman & Fulfroft LLP (F3 Law) (“Attorney”). In consideration of the promises and the mutual agreements hereinafter contained, Attorney agrees to provide legal services to Client on the terms set forth below effective July 1, 2024:

1. **CONDITIONS.** This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.

2. **SCOPE OF SERVICES.** Client hires Attorney as its legal representative/counsel with respect to matters Client specifically refers to Attorney. Attorney will provide those legal services reasonably required to represent Client. Attorney will take reasonable steps to keep Client informed of progress and to respond to Client’s inquiries.

3. **CLIENT’S DUTIES.** Client agrees to cooperate with Attorney and to communicate with candor while keeping the Attorney apprised of any information or developments which may come to Client’s attention, to abide by this Agreement, to pay Attorney’s bills on time and to keep Attorney advised of Client’s address and telephone number. Client will assist Attorney in providing information and documents necessary for the representation in the described matter.

4. **CONSULTANT SERVICES.** Attorney may provide consulting services, which may be referred to as Next Level Client Services, in addition to or in support of the legal services provided pursuant to this Agreement, through qualified non-attorney consultants, including but not limited to: governance training and assistance; communications services; education program planning and implementation; mentoring, coaching, and leadership; strategic planning and solutions; and advocacy at the local and state level.

5. **EMAIL COMMUNICATIONS/CLOUD-BASED COMPUTING.** Attorney will protect Client data in a manner that is compliant with state and federal law. In order to provide Client with efficient and convenient legal services, Attorney will frequently communicate and transmit documents using e-mail. In addition, Attorney uses a cloud computing service. Most of Attorney’s electronic data, including emails and documents, are stored in this manner. Attorney will take reasonable precautions to keep email and other electronic data confidential and secure.

6. **LEGAL FEES AND BILLING PRACTICES.** Client agrees to pay by the hour, in minimum units of one tenth (.1) of an hour, at Attorney’s prevailing rates for all time spent on Client’s matter by Attorney’s legal personnel. Current hourly rates are noted in an attached rate schedule and the actual rate billed is based on the attorney’s number of years of experience.

The rates on this schedule, as well as the current job title designations/ classifications listed hereon, are subject to change on 30 days’ written notice to client. If Client declines to pay any increased rates, Attorney will have the right to withdraw as Attorney for Client. The time charged will include the time Attorney spends on telephone calls relating to Client’s matter, including calls with Client and other parties and attorneys. The legal personnel assigned to Client’s matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting or other proceeding, each will charge for the time spent.

7. **COSTS AND OTHER CHARGES.** (a) Attorney will incur various costs and expenses in performing legal services under this Agreement. Except as otherwise stated, Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. These include fees fixed by law or assessed by public agencies, messenger and other delivery fees, out of office copying/reproduction costs, and travel costs (including mileage charged at the standard IRS rate, parking, transportation, meals and hotel costs, if applicable), and other similar items. The following costs shall not be charged:

In office Photocopying	No Charge
Facsimile Charges	No Charge
Postage	No Charge
On-line Legal Research Subscriptions	No Charge
Administrative Overhead	No Charge

(b) Out of town travel. Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by law firm personnel. Client will also be charged the hourly rates for the time legal personnel spend traveling.

(c) Consultants and Investigators. To aid in the representation in Client's matter, it may become necessary to hire consultants or investigators. Client agrees to pay such fees and charges.

(d) Other fees and costs. Client understands that if a case proceeds to court action, arbitration or administrative hearing, the court, arbitrator or reviewing agency may award attorney fees and costs to the other party or parties. Payment of such attorney fees and costs shall be the sole responsibility of Client. Similarly, other parties may be required to pay some or all of the fees and costs incurred by Client. Client acknowledges that any such determination does not in and of itself affect the amount of the fees and costs to be paid by Client to Attorney pursuant to this agreement.

8. BILLING STATEMENTS. Attorney will send Client monthly statements for fees and costs incurred. Each statement will be payable within thirty (30) days of its mailing date. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) days past due. Client may request a statement at intervals of less than 30 days. If Client requests a bill, Attorney will provide one within 10 days. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.

9. CLIENT APPROVAL NECESSARY FOR SETTLEMENT

Attorney will not make any settlement or compromise of any nature of any of Client's claims without Client's prior approval. Client retains the absolute right to accept or reject any settlement.

10. DISCHARGE AND WITHDRAWAL. Client may discharge Attorney at any time. Attorney may withdraw with Client's consent, for good cause or as allowed or required by law upon ten (10) days written notice. Good cause includes Client's breach of this Agreement, refusal to cooperate 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. Following the conclusion of Attorney's representation of Client, Attorney will, upon Client's request, deliver to Client the Client file(s) and property in Attorney's possession, whether or not Client has paid for all services. If Client has not requested delivery of the files, Attorney may destroy all such files in its possession seven (7) years after the conclusion of the representation.

11. DISCLAIMER OF GUARANTEE AND ESTIMATES. Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only. Actual fees may vary from estimates given.

12. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

13. MODIFICATION BY SUBSEQUENT AGREEMENT. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement only to the extent that the parties carry it out.

14. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

15. MEDIATION CLAUSE. If a dispute arises out of or relating to any aspect of this Agreement between the Client and Attorney, or the breach thereof, and if the dispute cannot be settled through negotiation, Attorney and Client agree to use mediation before resorting to arbitration, litigation, or any other dispute resolution procedure.

16. EFFECTIVE DATE. This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. THE CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

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

Sacramento City Unified School District

Fagen Friedman & Fulfrost LLP

Namita S. Brown

Type or Print Name

Name

Managing Partner

Type or Print Title

Title



District Authorized Signature

Signature

DATE: _____

DATE: April 27, 2024



PROFESSIONAL RATE SCHEDULE

Sacramento City Unified School District

July 1, 2024

1. **HOURLY PROFESSIONAL RATES**

Client agrees to pay Attorney by the following standard hourly rate:

Associate	\$295 - \$325 per hour
Partner	\$360 - \$395 per hour
Senior Partner*	\$420 per hour
Senior Counsel/Of-Counsel	\$375 - \$395 per hour
Paralegal	\$205 - \$290 per hour
Law Clerk	\$290 per hour
Next Level Client Services	\$180 per hour
Education Consultant	\$295 per hour
Communications Services Consultant	\$315 per hour
Communications Services Associate	\$100 per hour
Technology Discovery Associate	\$50 per hour

**Partners with 25+ years of experience.*

Travel time shall be charged only from the Attorney's nearest office to the destination and shall be prorated if the assigned Attorney travels for two or more clients on the same trip. If Client requests a specific Attorney, Client agrees to pay for all travel time of that specific Attorney in connection with the matter. For matters concerning compliance with state and federal voting rights laws and/or related subjects, Client agrees to pay for all travel time of assigned Attorney in connection with those matters.

2. **ON-SITE LEGAL SERVICES**

At Client's discretion and by prior arrangement of Client and Attorney, Attorney may provide regularly scheduled on-site legal services ("Office Hours") to address legal issues that may arise in Client's day-to-day operations. Office Hours, which include time Attorney spends at Client's facility as well as travel time, shall be provided at a reduced hourly rate of 90% of the Attorney's standard hourly rate.

3. **COSTS AND EXPENSES**

In office Photocopying	No Charge
Facsimile Charges	No Charge
Postage	No Charge
On-line Legal Research Subscriptions	No Charge
Administrative Overhead	No Charge
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.



AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is effective July 1, 2024, between the SACRAMENTO CITY UNIFIED SCHOOL DISTRICT (“Client”) and the law firm of LOZANO SMITH, LLP (“Attorney”) (each a “Party” and collectively the “Parties”). Attorney shall provide legal services as requested by Client on the following terms and conditions:

1. **ENGAGEMENT.** Client hires Attorney on an as-requested basis as its legal counsel with respect to matters the Client refers to Attorney. When Client refers a matter to Attorney, Attorney shall confirm availability and ability to perform legal services regarding the matter. After Attorney has completed services for the specific matter referred by Client, then no continuing attorney-client relationship exists until Client requests further services and Attorney accepts a new engagement. If Attorney undertakes to provide legal services to represent Client in such matters, Attorney shall keep Client informed of significant developments and respond to Client’s inquiries regarding those matters. Client understands that Attorney cannot guarantee any particular results, including the costs and expenses of representation. Client agrees to be forthcoming with Attorney, to cooperate with Attorney in protecting Client’s interests, to keep Attorney fully informed of developments material to Attorney’s representation of client, and to abide by this Agreement. Client is hereby advised of the right to seek independent legal advice regarding this Agreement.
2. **RATES TO BE CHARGED.** Client agrees to pay Attorney for services rendered based on the attached rate schedule. Agreements for legal fees on other-than-an-hourly basis may be made by mutual agreement for special projects (including as set forth in future addenda to this Agreement).
3. **REIMBURSEMENT.** Client agrees to reimburse Attorney for actual and necessary expenses and costs incurred in the course of providing legal services to Client, including but not limited to expert, consultant, mediation, arbitration fees and e-discovery service fees. Attorney shall not be required to advance costs on behalf of Client over the amount of \$1,000 unless otherwise agreed to in writing by Attorney. Typical expenses advanced for Client, without prior authorization, include messenger fees, witness fees, expedited delivery charges, travel expenses, court reporter fees and transcript fees. Client authorizes Attorney to retain experts or consultants to perform services.
4. **MONTHLY INVOICES.** Attorney shall send Client a statement for fees and costs incurred every calendar month (the “Statement”). Statements shall set forth the amount, rate and description of services provided. Client shall pay Attorney’s Statements within thirty (30) calendar days after receipt. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) calendar days past due, not to exceed 10% per annum.
5. **COMMUNICATIONS BETWEEN ATTORNEY AND CLIENT.** The Parties recognize that all legal advice provided by Attorney is protected by the Attorney-Client and Work Product

Privileges. In addition to regular telephone, mail and other common business communication methods, Client hereby authorizes Attorney to use facsimile transmissions, cellular telephone calls and text, unencrypted email, and other electronic transmissions in communicating with Client. Unless otherwise instructed by Client, any such communications may include confidential information.

6. **POTENTIAL AND ACTUAL CONFLICTS OF INTEREST.** If Attorney becomes aware of any potential or actual conflict of interest between Client and one or more other clients represented by Attorney, Attorney will comply with applicable laws and rules of professional conduct.

7. **INDEPENDENT CONTRACTOR.** Attorney is an independent contractor and not an employee of Client.

8. **TERMINATION.**

a. Termination by Client. Client may discharge Attorney at any time, with or without cause, by written notice to Attorney.

b. Termination by Mutual Consent or by Attorney. Attorney may terminate its services at any time with Client's consent or for good cause. Good cause exists if (a) Client fails to pay Attorney's Statement within sixty (60) calendar days of its date, (b) Client fails to comply with other terms of this Agreement, including Client's duty to cooperate with Attorney in protecting Client's interests, (c) Client has failed to disclose material facts to Attorney or (d) any other circumstance exists that requires termination of this engagement under the ethical rules applicable to Attorney. Additionally, to the extent allowed by law, Attorney may decline to provide services on new matters or may terminate the Agreement without cause upon written notice to Client if Attorney is not then providing any legal services to Client. Even if this Agreement is not terminated, under paragraph 1 an attorney-client relationship exists only when Attorney is providing legal services to Client.

c. Following Termination. Upon termination by either Party: (i) Client shall promptly pay all unpaid fees and costs for services provided or costs incurred pursuant to this Agreement up to the date of termination; (ii) unless otherwise required by law or agreed to by the Parties, Attorney will provide no legal services following notice of termination; (iii) Client will cooperate with Attorney in facilitating the orderly transfer of any outstanding matters to new counsel, including promptly signing a substitution of counsel form at Attorney's request; and (iv) Client shall, upon request, be provided the Client's file maintained for the Client by Attorney and shall sign acknowledgment of receipt upon delivery of that file. For all Statements received by Client from Attorney prior to the date of termination, Client's failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services as shown in the Statement within thirty (30) calendar days of the date of termination shall be deemed Client's acceptance of and agreement with the Statement. For any billing appearing for the first time on a Statement received by Client from Attorney after the date

of termination, failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services within thirty (30) calendar days from receipt of the Statement shall be deemed to signify Client's acceptance of and agreement with the Statement.

9. MAINTENANCE OF INSURANCE. Attorney agrees that, during the term of this Agreement, Attorney shall maintain liability and errors and omissions insurance.

10. CONSULTANT SERVICES. Attorney works with professional consultants that provide services, including but not limited to, investigations, public relations, educational consulting, leadership mentoring and development, financial, budgeting, management auditing, board/superintendent/chancellor relations, administrator evaluation and best practices, and intergovernmental relations. Attorney does not share its legal fees with such consultants. Attorney may offer these services to Client upon request.

11. DISPUTE RESOLUTION.

a. Mediation. Except as otherwise set forth in this section, Client and Attorney agree to make a good faith effort to settle any dispute or claim that arises under this Agreement through discussions and negotiations and in compliance with applicable law. In the event of a claim or dispute, either Party may request, in writing to the other Party, to refer the dispute to mediation. This request shall be made within thirty (30) calendar days of the action giving rise to the dispute. Upon receipt of a request for mediation, both Parties shall make a good faith effort to select a mediator and complete the mediation process within sixty (60) calendar days. The mediator's fee shall be shared equally between Client and Attorney. Each Party shall bear its own attorney fees and costs. Whenever possible, any mediator selected shall have expertise in the area of the dispute and any selected mediator must be knowledgeable regarding the mediation process. No person shall serve as mediator in any dispute in which that person has any financial or personal interest in the outcome of the mediation. The mediator's recommendation for settlement, if any, is non-binding on the Parties. Mediation pursuant to this provision shall be private and confidential. Only the Parties and their representatives may attend any mediation session. Other persons may attend only with the written permission of both Parties. All persons who attend any mediation session shall be bound by the confidentiality requirements of California Evidence Code section 1115, et seq., and shall sign an agreement to that effect. Completion of mediation shall be a condition precedent to arbitration, unless the other Party refuses to cooperate in the setting of mediation.

b. Dispute Regarding Fees. Any dispute as to attorney fees and/or costs charged under this Agreement shall to the extent required by law be resolved under the California Mandatory Fee Arbitration Act (Bus. & Prof. Code §§ 6200, et seq.).

c. Binding Arbitration. Except as otherwise set forth in section (b) above, Client and Attorney agree to submit all disputes to final and binding arbitration, either following mediation which fails to resolve all disputes or in lieu of mediation as may be agreed by

the Parties in writing. Either Party may make a written request to the other for arbitration. If made in lieu of mediation, the request must be made within sixty (60) calendar days of the action giving rise to the dispute. If the request for arbitration is made following an unsuccessful attempt to mediate the Parties' disputes, the request must be made within ten (10) calendar days of termination of the mediation. The Parties shall make a good faith attempt to select an arbitrator and complete the arbitration within ninety (90) calendar days. If there is no agreement on an arbitrator, the Parties shall use the Judicial Arbitration and Mediation Service (JAMS). The arbitrator's qualifications must meet the criteria set forth above for a mediator, except, in addition, the arbitrator shall be an attorney unless otherwise agreed by the Parties. The arbitrator's fee shall be shared equally by both Parties. Each Party shall bear its own attorney fees and other costs. The arbitrator shall render a written decision and provide it to both Parties. The arbitrator may award any remedy or relief otherwise available in court and the decision shall set forth the reasons for the award. The arbitrator shall not have any authority to amend or modify this agreement. Any arbitration conducted pursuant to this paragraph shall be governed by California Code of Civil Procedure sections 1281, et seq. By signing this Agreement, Client acknowledges that this agreement to arbitrate results in a waiver of Client's right to a court or jury trial for any fee dispute or malpractice claim. This also means that Client is giving up Client's right to discovery and appeal. If Client later refuses to submit to arbitration after agreeing to do so, Client maybe ordered to arbitrate pursuant to the provisions of California law. Client acknowledges that before signing this Agreement and agreeing to binding arbitration, Client is entitled, and has been given a reasonable opportunity, to seek the advice of independent counsel.

d. Effect of Termination. The terms of this section shall survive the termination of the Agreement.

12. **ENTIRE AGREEMENT.** This Agreement with its exhibit supersedes any and all other prior or contemporaneous oral or written agreements between the Parties. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all Parties hereto.


13. **SEVERABILITY.** Should any provision of this Agreement be held by a court of competent jurisdiction to be invalid, void or unenforceable, but the remainder of the Agreement can be enforced without failure of material consideration to any Party, then this Agreement shall not be affected and it shall remain in full force and effect, unless amended or modified by mutual consent of the Parties; provided, however, that if the invalidity or unenforceability of any provision of this Agreement results in a material failure of consideration, then, to the extent allowed by law, the Party adversely affected thereby shall have the right in its sole discretion to terminate this Agreement upon providing written notice of such termination to the other Party.

14. **NON-WAIVER.** None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is specified in writing.

15. NO THIRD PARTY RIGHTS. This Agreement shall not create any rights in, or inure to the benefit of, any third party.

16. ASSIGNMENT. The terms of this Agreement may not be assigned to any third party. Neither Party may assign any right of recovery under or related to the Agreement to any third party.

SO AGREED:

CLIENT SIGNATURE	ATTORNEY SIGNATURE
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT	Lozano Smith, LLP
BY <i>(Authorized Signature)</i>	BY <i>(Authorized Signature)</i> 
PRINTED NAME AND TITLE OF PERSON SIGNING	PRINTED NAME AND TITLE OF PERSON SIGNING Karen M. Rezendes, Managing Partner
DATE EXECUTED	DATE EXECUTED 07/01/2024

PROFESSIONAL RATE SCHEDULE
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

1. HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate*:

Partner** / Senior Counsel / Of Counsel	\$ 295 - \$ 395 per hour
Associate	\$ 250 - \$ 295 per hour
Paralegal / Law Clerk	\$ 185 - \$ 225 per hour
Consultant	\$ 350 - \$ 395 per hour

* Rates for individual attorneys within each category above vary based upon years of experience. Specific rates for each attorney are available upon request.

** Rates for work performed by Senior Partners with 20 years of experience or more may range from \$395 - \$450 per hour. ¹

2. BILLING PRACTICE

Lozano Smith will provide a monthly, itemized Statement for services rendered. Time billed is broken into 1/10 (.10) hour increments, allowing for maximum efficiency in the use of attorney time. Invoices will clearly indicate the department or individuals for whom services were rendered.

Written responses to audit letter inquiries will be charged to Client on an hourly basis, with the minimum charge for such responses equaling .5 hours. Travel time shall be prorated if the assigned attorney travels for two or more clients on the same trip.

3. COSTS AND EXPENSES

In-office copying/electronic communication printing	\$ 0.25 per page
Facsimile	\$ 0.25 per page
Postage	Actual Usage
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

¹ Sale or Lease of Real Property Work:

Partner / Senior Counsel / Of Counsel	\$ 450 per hour
Associate	\$ 375 per hour
Paralegal / Law Clerk	\$ 225 per hour



Standard Terms of Engagement for Legal Services

This statement sets forth the standard terms of engagement for Diepenbrock Elkin Dauer McCandless, a limited liability partnership, as your lawyers. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement to work with you. Therefore, we ask that you review this statement carefully and contact us promptly if you have any questions. We suggest that you retain this statement in your file.

The Scope of Our Work

You should have a clear understanding of the legal services we will provide. Any questions that you have should be dealt with promptly. We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.

Who Will Provide the Legal Services

Customarily, each client of the firm is served by a principal attorney contact. The principal attorney should be someone in whom you have confidence and with whom you enjoy working. You are free to request a change of principal attorney at any time. Subject to the supervisory role of the principal attorney, your work, or parts of it, may be performed by other lawyers and legal assistants in the firm. Such delegation may be for the purpose of involving lawyers or legal assistants with special expertise in a given area or for the purpose of providing services on the most efficient and timely basis. Whenever practicable, we will advise you of the names of those attorneys and legal assistants who work on your matters.

How Fees Will Be Set

In determining the amount to be charged for the legal services we provide to you, we will consider:

- The time and effort required, the novelty and complexity of the issues presented, and the skill required to perform the legal services promptly
- The fees customarily charged in the community for similar services and the value of the services to you
- The amount of money or value of property involved and the results obtained
- The time constraints imposed by you as our client and other circumstances, such as an emergency closing, the need for injunctive relief from court, or substantial disruption of other office business
- The experience, reputations, and expertise of the lawyers performing the services
- The extent to which office procedures and systems have produced a high quality product efficiently.

Among these factors, the time and effort required are typically weighed most heavily. We will keep records of time we devote to your work, including conferences (both in person and over the telephone), negotiations, factual and legal research and analysis, document preparation and revision, travel on your behalf, and other related matters. We record our time in units of tenths of an hour.

The hourly rates of our lawyers and legal assistants have an important bearing on the fees we charge. These lawyers are assigned both regular and specialty rates. Their time will be charged at a specialty rate when they provide services in their specialty areas.

We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Whenever possible, we will furnish such an estimate based upon our professional judgment, but always with a clear understanding that it is not a maximum or fixed fee quotation. The ultimate cost frequently is more or less than the amount estimated.

For certain well-defined services we may quote a flat fee. It is our policy not to accept representations on a flat fee basis except in such defined-services areas or pursuant to a special arrangement tailored to the needs of a particular client. In all such situations, the flat fee arrangement will be expressed in a letter, setting forth both the amount of the fee and the scope of the services to be provided.

In undertaking representation of a client with a personal injury or wrongful death claim, we will, in appropriate circumstances, provide legal services on a contingent fee basis. Any such contingent fee arrangement must be reflected in a written contingent fee agreement.

Out-of-Pocket Expenses

We typically incur, and pay on behalf of our clients, a variety of out-of-pocket costs arising in connection with legal services. These include charges made by government agencies and service vendors as well as clerical charges. Whenever such costs are incurred, we will carefully itemize and bill them. Typical of such costs are conference call fees; messenger, courier, express delivery charges and certain other postage; printing and reproduction costs; filing fees; deposition and transcript costs; witness fees; travel expenses; charges made by outside experts and consultants, including accountants, appraisers and other legal counsel (unless arrangements for direct billing have been made); and computerized research charges.. We incur outside costs as agents for our clients and incur internal expenses on behalf of our clients, who agree that these costs will always be paid on a regular basis.

The firm routinely incurs matter specific out-of-pocket expenses for the benefit of clients and for which reimbursements will be charged. The firm's out-of-pocket expense rates may be adjusted from time to time to reflect matter specific changes in cost levels experienced.

Photocopy Costs: Photocopies are billed to clients at the rate of \$0.20 per page.

Telephone Costs: Conference call costs are billed to clients at the rate specified by the conference call provider.

Legal Research Costs: Legal research charges billed to clients vary with the type of database accessed and the time required. The firm's rates are set to allow it to recover the costs of providing this service to clients, and generally include tolls, taxes, database access charges and certain other costs incidental to collecting and processing legal research cost information.

Postage/Delivery Service Costs: Postage and delivery service, for other than regular letter correspondence, are billed to clients at the rates charged by the various carriers.

Outside Messenger Costs: Outside messenger services utilized are billed to clients at the rates charged by the messenger services.

Advance Fee and Trust Agreements

New clients of the firm are commonly asked to deposit an advance fee with the firm. Unless other arrangements are specified by your principal attorney contact, the advance fee deposit is held pending completion of the matter. At the conclusion of our legal representation or at such time as the deposit is unnecessary or is appropriately reduced, the remaining balance or an appropriate part of it will be returned to you. If the advance fee deposit provides insufficient funds to cover current expenses and fees, it may have to be increased.

Deposits that are received to cover specific items will be disbursed as provided in our agreement with you, and you will be notified from time to time of the amounts applied or withdrawn. Any amount remaining after disbursement will be returned to you.

All trust deposits we receive from you, including advance fees, will be placed in a trust account for your benefit. By law, your deposit must be placed in a pooled account if it is not expected to earn a net return, taking into consideration the size and anticipated duration of the deposit and the transaction costs. Other trust deposits will also be placed in the pooled account unless you request a segregated

account. By law, interest earned on the pooled account is payable to a charitable foundation established by the State Supreme Court. Interest earned on a segregated trust account will be added to the deposit for your benefit and will be includable in your taxable income.

Termination

You may terminate our representation at any time, with or without cause, by notifying us. If such termination occurs, your papers and property will be returned to you promptly. Our own files pertaining to the case will be retained. Your termination of our services will not alter your responsibility for payment of legal services rendered and out-of-pocket costs incurred before termination and in connection with an orderly transition of the matter.

We are subject to the State Code of Professional Responsibility, which lists several types of conduct or circumstances that require or allow us to withdraw from representing a client, including nonpayment of fees or costs, misrepresentation or failure to disclose material facts, action contrary to our advice, and conflict of interest with another client. Client acknowledges and agrees that should client fail to pay our fees and costs when due, the firm shall be entitled to withdraw from the representation pursuant to the Code of Professional Responsibility, and that client further agrees not to contest such withdrawal. We try to identify in advance and discuss with our clients any situation that may lead to our withdrawal, and if withdrawal ever becomes necessary, we immediately give the client written notice of our withdrawal.

Errors and Omissions Insurance

This law firm maintains errors and omissions insurance coverage applicable to professional services.

Billing Arrangements and Terms of Payment

We will bill you on a regular basis, normally each month, for both fees and disbursements. You agree to make payment within 30 days of receiving our statement. Unpaid fees and disbursements accrue interest at the rate (non-compounded) of 0.833 percent per month (10% per annum) from the beginning of the month in which they become overdue. (Where fees and disbursements are regularly paid out of an advance fee deposit, no interest will be charged.)

We will give you prompt notice if your account becomes delinquent. You agree to bring the account or the advance fee deposit current. If the delinquency continues and you do not arrange satisfactory payment terms, we will withdraw from the representation and pursue collection of your account. You agree to pay the costs of collecting the debt, including court costs, filing fees, and a reasonable attorney's fee.

File Retention

Unless we are authorized by you to release the file (including your papers and property) in this matter to you or to destroy it sooner, your file shall be retained by this firm for five years following the date the matter is closed (unless our client in this matter is a minor, in which case the file shall be retained for five years past the closing date or until our client reaches majority, whichever is longer). Following the retention of your file for this period of time, we will notify you of our intention to destroy the file unless we receive instructions from you to forward the file to you. We will, of course, see that any destruction of the file is accomplished by suitable means, to assure against the disclosure of any client confidences or secrets that are in the file.

Your Right to Arbitrate

If you disagree with the amount of our fee, please take up the question with your principal attorney contact or with the firm's managing partner. Typically, such disagreements are resolved to the satisfaction of both sides with little inconvenience or formality. In the event of a fee dispute that is not readily resolved, you have the right to request arbitration under supervision of the State Bar Association, and we agree to participate fully in that process.

June 7, 2024

Via Email: Chris-Ralston@scusd.edu

Chris Ralston
Assistant Superintendent
Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824

Re: **Agreement for Legal Services**

Dear Mr. Ralston:

We are very pleased to be retained by Sacramento City Unified School District ("SCUSD") under a Master Fee Agreement pursuant to which our Firm will provide general legal services on an as-needed basis to SCUSD for a variety of short-term legal matters, including drafting, negotiating and providing advice regarding contract documents; assisting with legal issues that arise during bidding and other procurements; providing assistance on other short-term contracting questions; assisting with pre-litigation claim issues; counseling regarding specific projects prior to litigation; and providing assistance with other issues that require prompt attention. We also will be available to attend meetings with SCUSD to discuss legal issues. Additionally, as part of this engagement, and as a courtesy at no cost to SCUSD, we will be pleased to offer in-house training seminars on legal issues of importance to SCUSD. Excluded from the scope of this Master Agreement are more complex matters, such as complex litigation matters. While we will be delighted to provide legal assistance to SCUSD related to matters excluded from this Master Agreement, any such matters will be the subject of a separate, project-specific fee agreement.

Unless advised otherwise, we will communicate with you as the representative of the SCUSD.

This letter constitutes the written Fee Agreement ("Agreement") that will govern this representation. Enclosed herewith is our Firm's Standard Terms of Engagement for Legal Services, which is incorporated herewith and made part of this Agreement. Unless advised otherwise, we will communicate with you as the representative of the Client.

Chris Ralston
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June 14, 2024
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Fees and Billing

It is our philosophy to provide quality legal services at a reasonable cost. Our current basic billing rates for our legal personnel range from \$125 to \$500 per hour. These rates are subject to change from time to time, and are generally adjusted effective January 1 of each year. I will be the attorney primarily responsible for this engagement, with assistance from my colleagues Jennifer L. Dauer and Nicholas B. Brummel. My current rate is \$500 per hour; Ms. Dauer's current standard rate is \$450 per hour; and Mr. Brummel's standard rate is \$340 per hour. For this matter, however, we are pleased to offer the discounted rate for public entities of \$330 per hour for each attorney. To the extent we need paralegal assistance for this engagement, their rates will be discounted to \$125 per hour. All work assignments will be made, where possible, in a way that maximizes our legal effectiveness and time efficiency and minimizes your legal expenses.

We typically charge our time in minimum units of 0.2 hours, and our billing statements will reflect the time spent on a per task basis. In addition to our fees for work performed, all outside vendor costs will be the responsibility of SCUSD payment. We will not incur costs associated with outside vendors without the approval of SCUSD. We will review invoices from outside vendors for accuracy and approval and then provided them to SCUSD for payment. If the invoices are in a minimal amount (typically less than \$500.00), payment may be advanced by our Firm. In that case, they will be carefully itemized on SCUSD's monthly statement from our Firm.

We will provide you with our monthly billing statements for fees and disbursements. If at any time you have questions concerning a billing statement, we will be pleased to discuss them with you. We also will provide any additional explanation of our work that you request. It is essential that you advise us promptly if you do have questions or concerns regarding billings so we may resolve them as quickly as possible. Our invoices are due upon receipt and we reserve the right, consistent with our ethical obligations, to withdraw from this representation should our invoices become delinquent. We also waive our normal requirement for an advance deposit for fees and the interest that we charge if bills are not paid on a 30 day turnaround.

Advance Deposit

We will waive our normal requirement for an advance fee deposit.

Termination

We look forward to a long and mutually beneficial working relationship with SCUSD. However, SCUSD has right to end our services at any time. If that should happen,

Chris Ralston
Sacramento City Unified School District
June 14, 2024
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SCUSD will be responsible for the payment of fees and costs accrued, but not yet paid, plus reasonable fees and costs in transferring the matter to you or new counsel. By the same token, we reserve the right to terminate our services upon written notice or in accordance with our attached Standard Terms. This could happen if our fees and costs are not paid as agreed, there is a failure to cooperate with us in this matter such that we are hindered in our ability to provide our service, or if we determine we cannot continue to represent the City for ethical or practical concerns.

Client File

It is our practice to maintain files electronically rather than in hard (paper) copy unless you request, in writing during the representation, that we retain paper files. At the conclusion of our representation, we will retain client files electronically for five years, during which time you may request electronic copies of the files. Any paper files may be destroyed at the conclusion of the representation if SCUSD does not make a written request for the return of its files at or before that time.

Conflicts of Interest

An attorney-client relationship requires, of course, mutual trust between the client and the attorney. It is understood that communications exclusively between counsel and the client are confidential and protected by the attorney-client privilege.

To assure mutuality of trust, we maintain a client index. The California Rules of Professional Conduct define whether a past or present relationship with any party prevents us from representing a new client. To assist us in complying with these rules, all persons and entities involved in this matter must be checked against our index to confirm there are no conflicts. Similarly, to guard against future conflicts, you will be included in our list of clients on the index.

We have checked the following names against our client index at this time. We request that you assist us in updating this list as you become aware of any changes required in the future.

- Sacramento City Unified School District

Based on that check, we can represent SCUSD's interests in the matters described herein. For particular projects under this Master Agreement, we may need to update this list depending on whether there is another party involved. For example, in the case of a bid protest, we will need to check the names of the intended contract awardee and the protesting party against the names in our client index.

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Sacramento City Unified School District
June 14, 2024
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Agreement

Although we have set forth the terms of our representation in the form of a letter, the Agreement set forth in this letter, including the enclosed Standard Terms, is a binding legal contract. If the Agreement meets with your approval, please acknowledge receipt and agreement with the terms contained in this letter by signing a copy and returning it to us. Please keep a copy for your records. **Our receipt of a signed copy of this letter is required before we can proceed with any work.**

Please do not hesitate to contact me with any questions you may have. Again, we look forward to working with SCUSD.

Very truly yours,

DIEPENBROCK ELKIN
DAUER MCCANDLESS LLP



Eileen M. Diepenbrock

Enclosures: Standard Terms and Conditions

ACCEPTANCE AND APPROVAL

The undersigned has reviewed and understands the foregoing terms and conditions, and has the authority to so bind the party on behalf of whom this is signed.

Dated: _____

Sacramento City Unified School District

By _____

Name: _____

Title: _____