

LEGAL SERVICES AGREEMENT

THIS AGREEMENT is made by and between the ALUM ROCK UNION ELEMANTARY SCHOOL DISTRICT, (hereinafter "DISTRICT"), and LEAL ■ TREJO APC, a California Corporation, (hereinafter "L■T").

RECITALS

The DISTRICT wishes to retain L■T as General Counsel to the DISTRICT.

NOW THEREFORE, THE PARTIES AGREE:

1. The DISTRICT hereby retains the law firm of L■T to provide legal services.

2. Compensation for legal services provided by L■T at the following rates:

Partners:	\$270/hr.
Senior Attorneys:	\$240/hr.
Junior Associate:	\$230/hr.
Paralegal:	\$150/hr.
Legal Secretary:	\$100/hr.

L■T shall bill in tenth-hour increments. A fixed rate may be established by non-legal consultants for specially identified projects, subject to prior approval by the DISTRICT.

(a) For specialized litigation and transactional services in the areas of construction, procurement, technology, prevailing wage, real property, CEQA, mitigation negotiations, school finance, bankruptcy, copyright, trademark, non-profit organizations and appellate law, the DISTRICT agrees to pay L■T an hourly rate higher than the above-stated rates, subject to prior approval of the DISTRICT. The DISTRICT shall be informed of such specialized services and rates prior to any billings by L■T.

3. In addition, the DISTRICT shall reimburse L■T for costs advanced in connection with the legal services provided by L■T. L■T shall not be obligated to advance costs on behalf of the DISTRICT; however, for purposes of convenience and in order to expedite matters, L■T reserves the right to advance costs on behalf of the DISTRICT with the DISTRICT'S or designee's prior approval in the event a particular cost item exceeds \$1,000.00 in amount, and

without the written prior approval of the DISTRICT in the event a particular cost item totals \$1,000.00 or less. Such costs, which are directly performed for the District, shall include, but are not limited to, printing and copying expenses, messenger fees, travel costs, bonds, witness fees, overnight delivery, deposition and court reporter fees, transcript costs, expert witness fees, investigative costs, computer research, parking charges, and similar costs relating to legal services that are generally chargeable to a client.

4. L•T shall submit a monthly bill describing all services performed and costs advanced by L•T on a monthly basis as of the last day of the month and will be mailed to the DISTRICT on or about the 15th of the following month. All time for services which is billed on an hourly basis shall be in detail sufficient to identify the work performed and the charges for the same. Payment of the full amount due, as reflected on the monthly statements, will be due to L•T from the DISTRICT by the 15th of each month, unless other arrangements are made. In the event there are retainer funds of the DISTRICT in L•T's Trust Account at the time a monthly billing statement is prepared, funds will be transferred from L•T's Trust Account to L•T's General Account to the extent of the balance due on the monthly statement and a credit therefor will be reflected on the monthly statement. Any balance of fees or costs advanced remaining unpaid and undisputed for a period of 45 days will be subject to a 1% per month service charge.

5. The DISTRICT agrees to review L•T's monthly statements promptly upon receipt and notify L•T, in writing, with respect to disagreement with the monthly statement. Failure to communicate written disagreement with L•T's monthly statement within thirty (45) days of the DISTRICT's receipt thereof shall be deemed to signify the DISTRICT's agreement that the monthly billing statement accurately reflects: (a) the legal services performed; and (b) the proper charge for those legal services.

6. The DISTRICT agrees to fully cooperate with L•T in connection with L•T's representation of the DISTRICT including, by not limited to, attending mandatory court hearings and other appearances and providing necessary information and documentation to enable L•T to adequately represent the DISTRICT.

7. The DISTRICT has the right, at any time, and either with or without good cause, to discharge L•T as the DISTRICT's attorneys. In the event of such a discharge of L•T by the DISTRICT, any and all unpaid and undisputed attorneys' fees and costs owing to L•T from the DISTRICT shall be immediately due and payable. Consistent with the Rules of Professional Conduct, in the event that an unanticipated actual or potential conflict of interest arises, L•T will immediately notify the District of the actual or potential conflict and either (1) the District will acknowledge and waive the actual or potential conflict; or (2) if the District declines to waive the actual or potential conflict resulting in L•T's withdrawal from representing the District in a matter, the District acknowledges that it is free to hire substitute counsel of its own choosing and at its own expense.

8. L•T reserves the right to discontinue the performance of legal services on behalf of the DISTRICT, subject to L•T complying with its legal and ethical obligation to the District. Reasons that L•T may discontinue to perform legal services to the DISTRICT include, but are not limited to, a court order to discontinue services, a conflict of interest, failure of the DISTRICT to perform its obligations with respect to payment of fees or with respect to L•T's representation of the DISTRICT. In the event that L•T ceases to perform legal services for the DISTRICT, the DISTRICT agrees that it will within a reasonable timeline pay to L•T in accordance with provision #5 any and all unpaid and undisputed fees or costs advanced, and return all of its files, signing a receipt therefor. Further, the DISTRICT agrees that, with respect to any litigation where L•T has made an appearance in Court on its behalf, the District will promptly execute an appropriate Substitution of Attorney.

9. It is important to the DISTRICT that its legal counsel and law firm be experienced in a variety of areas of public agency law and that the firm maintain continuity of representation with the DISTRICT. For these reasons, neither this agreement nor any interest therein may be assigned or transferred by L•T.

10. The parties agree that all disputes which may arise between the DISTRICT and L•T, whether financial or otherwise regarding the attorney-client relationship, shall be resolved by binding arbitration. The parties agree to waive their right to a jury trial and to an appeal.

11. This agreement shall be effective upon being duly executed, and thereafter shall continue from month-to-month at the then current hourly rate set forth therein until modified in writing by mutual agreement or terminated by either party upon thirty (30) days' written notice.

12. Files in L•T's possession relating to legal services performed by L•T, excluding L-T's internal work product such as notes and research or other documents not reasonably necessary to the District's representation, belong to the District. A copy of the District's file shall be available to the District upon specific written request. Once L•T's representation is concluded, any original documents will be returned to the District. L•T will typically scan and retain the District's files for a period of seven (7) years after the matter is concluded, after which L•T may destroy them. By signing this agreement, the District consents to the destruction of the District's files in accordance with this policy. If the District wants to retain a copy of the files, or inspect the District files before making a decision as to whether to have them transferred to the District or destroyed, the District must make written request before the destruction deadline and the District will be responsible for any fees charged by L•T's storage facility to inspect or retrieve files returned to the District. The destruction of the files without the District's request for inspection or transfer will be at L•T's expense.

13. Insurance/Indemnification Requirements. As specified in the District's Request for Proposal (RFP) No.1718-BUS02, L•T will maintain errors and omissions insurance coverage applicable to the services it will be rendering in this matter.

14. If any of this agreement is determined to be invalid or ineffective for any reason, the remaining terms will remain in force and effect.

IN WITNESS WHEREOF, the DISTRICT and L•T have executed this agreement as of the date first written below.

**ALUM ROCK UNION ELEMENTARY
SCHOOL DISTRICT**

DATE: _____

By: _____

Hilaria Bauer, PhD
Superintendent

LEAL ▪ TREJO APC

DATE: _____

By: _____
H. Francisco Leal