

Approval on Consent Agenda

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 :



DANNIS WOLIVER KELLEY

Attorneys at Law

DEI DREE 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.

SAN FRANCISCO

200 California Street
Suite 400
San Francisco, CA 94111
TEL 559.549.7111
FAX 559.543.8847

LONG BEACH

14 W. Ocean Blvd.
Suite 44
Long Beach, CA 90802
TEL 562.592.0001

SAN DIEGO

1111 La Jolla Village Drive
Suite 300
San Diego, CA 92161
TEL 619.594.8800

ELICHO

1111 El Chico Blvd.
Suite 200
El Chico, CA 95924
TEL 530.888.8800

SACRAMENTO

555 Capitol Mall
Suite 314
Sacramento, CA 95833
TEL 916.441.1111

EAST BAY

2000 Lakeside Blvd.
Suite 200
Oakland, CA 94612
TEL 510.434.5100

FRESNO

Financial Drive
Suite 135
Fresno, CA 93720
TEL 559.388.5800
FAX 559.388.5808



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 spe

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 are 23(a)(m)-14(e)(d)-5(t)-3(s)-6(s)-8(b)-5(al)-d o5(vi)-2((u)-5(eo-4 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. I(f)-8(o)94(r)5(d)-15(parr)5()-8(e)63(e)-5(rA)6(ach)-3()]TJE

year period, Attorney may destroy such files, including paper or digital copies, unless District

A black rectangular redaction box covers a signature. Above the box, the letters 'K' and 'D' are faintly visible in blue ink.

This agreement is by and between Sacramento City Unified School District

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

3. _____ Client agrees to cooperate with Attorney and to communicate with candor while

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.

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.

to hire consultants or investigators. Client agrees to pay such fees and charges.

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

July 1, 2024

**Partners with 25+ years of experience.*



CLIENT SIGNATURE	ATTORNEY SIGNATURE
	Lozano Smith, LLP

(Authorized Signature)

(Authorized Signature)



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.

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.

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

Eileen M. Diepenbrock

T: (916) 492-2248

Chris Ralston
Sacramento City Unified School District
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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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,

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