

**AGREEMENT BETWEEN
SAUGUS UNION SCHOOL DISTRICT
AND BOWIE, ARNESON, WILES & GIANNONE
FOR LEGAL SERVICES**

THIS AGREEMENT, is made and entered into this 1st day of July, 2017, by and between **SAUGUS UNION SCHOOL DISTRICT**, a school district organized and existing under the laws of the State of California, hereinafter referred to as "District," and **BOWIE, ARNESON, WILES & GIANNONE**, Attorneys at Law, whose offices are located at 4920 Campus Drive, Newport Beach, California, hereinafter referred to as "Attorneys."

RECITALS:

WHEREAS, District desires to retain Attorneys for the purpose of providing general legal services ("Legal Services") as requested by District, in its sole discretion, from time to time. The Legal Services include, but not by way of limitation, legal services pertaining to general school law matters, including operation of school facilities, developer mitigation agreements, school fees, construction, land acquisition, condemnation, environmental matters, and matters relating to community facilities districts, judicial or arbitration proceedings, as well as advice with regard to such other matters that may arise from time to time.

NOW, THEREFORE, in consideration of the promises, covenants and conditions set forth herein, the parties hereto do mutually agree as follows:

1. District hereby retains Attorneys to provide the herein described Legal Services. Attorneys agree to render and perform the Legal Services as requested by District on the basis set forth in this Agreement. Attorneys do not and will not represent property owners and developers. Additionally, Attorneys agree to not provide such Legal Services or become legal counsel to any potentially adverse public agencies without the consent of District.
2. Attorneys agree to confer with staff of the District, give required legal advice and prepare all necessary documents as may be requested by District from time to time relative to the Legal Services.
3. If requested by District, Attorneys shall, in conjunction with the staff of District, prepare various informal or formal written reports to the Governing Board of Education of District together with various recommendations in regard to the Legal Services and related matters as well as meet, confer and negotiate with other parties or public agencies on behalf of District. The Legal Services also may include, but not be limited to, the review, preparation and negotiation of written agreements; the making of appearances on behalf of District and the initiation or

defense of litigation or administrative proceedings, as well as authorization and accomplishment of financing transactions for the District.

4. As payment in full for the Legal Services provided pursuant to this Agreement, Attorneys shall furnish to District a request for payment with such reasonable detail as is requested by District at the conclusion of each billing period during a calendar month. This shall include an itemization by attorney, date, and description of work in regard to the Legal Services whether or not a charge has been made to District for the work reflected as being provided pursuant to the request for Legal Services by the District or its staff. Any such amounts shall be billed and paid monthly by District. All statements shall be in a form and in such detail as desired by District.

Legal Services to be provided by Attorney hereunder shall be billed at the hourly rate as follows:

Partners	\$232.00 per hour
Senior Associates	\$214.00 per hour
Associates	\$203.00 per hour
Law Clerks	\$125.00 per hour
Paralegal	\$ 78.00 per hour

5. Commencing with the billings received by District in January of 2018 and annually thereafter, or as otherwise agreed by District, Attorneys may revise such hourly rates for Legal Services in an amount not in excess of three and one-half percent (3½%) per year subject to the right of District to disapprove such annual adjustment in the thirty (30) days following any such adjustment by Attorneys of the specified hourly rates.
6. In addition to the foregoing hourly rates for the Legal Services provided by Attorneys, Attorneys shall be reimbursed for out-of-pocket expenses including, but not limited to, telephone, copier, fax, computer-assisted legal research, and messenger charges which are incurred in regard to providing the Legal Services to District.
7. Attorneys serve at the pleasure of the District and this Agreement may be terminated by either District or Attorneys ten (10) calendar days following the date of service of written notice of termination by the terminating party on the non-terminating party. In the event services are terminated, Attorneys shall be compensated for all Legal Services previously rendered at the hourly rates specified in Section 4 of this Agreement. This Agreement will expire on June 30, 2018, unless sooner terminated by the parties.

8. All notices, letters or other communications authorized or required by this Agreement shall be deemed transmitted, served and effective for all purposes on the date they are reduced to writing, deposited in the United States Mail, postage prepaid, and addressed as follows:

To District and its Officers:

Saugus Union School District
24930 Avenue Stanford
Santa Clarita, California 91355
Attn: Superintendent

To Attorneys:

Bowie, Arneson, Wiles & Giannone
4920 Campus Drive
Newport Beach, California 92660
Attn: Alexander Bowie, Managing Partner

9. Attorneys at all times in the performance of this Agreement are independent contractors and not employees of the District and shall secure the payment of compensation for themselves and their employees in accordance with the provisions of the Labor Code Section 3700.
10. District agrees that in the event District is merged or consolidated with another public agency, such successor agency shall assume all obligation for payment of the outstanding unpaid principal amount of all Legal Services and associated expenses owed Attorneys under this Agreement.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day, month and year first herein written.

SAUGUS UNION SCHOOL DISTRICT

By: _____
Nick Heinlein
Assistant Superintendent of Business
Services

BOWIE, ARNESON, WILES & GIANNONE

By: 
Alexander Bowie
Managing Partner