

SUMMERVILLE UNION HIGH SCHOOL DISTRICT

Board Reference Material

Subject: Consideration of legal services agreement with Kronick, Moskowitz, Tiedemann & Girard for construction legal support

Date Submitted: May 22, 2013

Background: The District needs a legal counsel well-versed in lease-lease back matters.

Discussion: Attached is the contract for construction legal support.

Alternative/Identified Opposition: None.

Financial Implications: Schedule

Recommendation: The Superintendent recommends the Board approve the legal services agreement with Kronick, Moskowitz, Tiedemann & Girard for construction legal support.

AGREEMENT FOR LEGAL SERVICES

This Agreement for Legal Services is entered into between Kronick, Moskovitz, Tiedemann & Girard, A Professional Corporation ("KMTG") and Summerville Union High School District ("Client") as of the date last set forth herein.

By signing and returning this Agreement for Legal Services, Client indicates its acceptance of the terms set forth in this document.

1. SCOPE OF AGREEMENT

Client retains KMTG to provide legal services to Client in connection with school facility matters pursuant to the authority of California Education Code section 17406.

2. DUTIES OF KMTG AND CLIENT

KMTG DUTIES

KMTG shall provide those legal services reasonably required to represent Client in the matter described above. KMTG shall also take reasonable steps to keep Client informed of significant developments and to respond to Client's inquiries.

While the attorney with whom Client originally met may be primarily responsible for completing the work on Client's matter, that attorney may also delegate work to other attorneys, paralegals, law clerks and office personnel within KMTG, if he or she determines that such delegation is appropriate in representation of Client's interests. If Client so requests, Client will be consulted before any delegation is made.

KMTG may, with Client's prior consent, select and hire attorneys, investigators, consultants and experts to assist in the preparation and presentation of Client's case. While any such persons will report exclusively to KMTG to preserve the Attorney-Client and Attorney Work Product privileges, they will be employed by Client.

KMTG is not authorized or obligated to perform any services for Client until KMTG has received an original-signed copy of this Agreement for Legal Services from Client.

CLIENT'S DUTIES

Client shall be truthful with KMTG, cooperate with KMTG, keep KMTG informed of developments related to the subject matter for which Client has engaged KMTG, perform the obligations Client has agreed to perform under this Agreement, and pay statements from KMTG in a timely manner.

3. BILLING RATES

Client agrees to pay for legal services at the rates set forth in the attached Schedule of Rates. KMTG's fees will be calculated based on those hourly rates, billed in increments of 1/4th hour for the legal staff involved, multiplied by the hours devoted on Client's behalf. These rates are subject to adjustment at the beginning of each fiscal year. KMTG will give written notice of rate adjustments at least thirty (30) days prior to the effective date thereof, and the new rates will be instituted only in consultation with Client. These rates are based principally on experience, specialization and training.

KMTG will charge for all time worked on a matter, including travel time portal-to-portal, time waiting in court, and time spent in meetings, unless otherwise agreed to in writing.

4. COSTS AND EXPENSES

Whenever practical, Client shall directly pay for major costs and expenses in addition to KMTG's fees, either by advancing such costs or expenses to KMTG, or by paying third parties directly. Upon demand, Client shall advance funds to KMTG or directly pay third parties, as specified by KMTG.

In all other cases, Client shall reimburse KMTG for all costs and expenses incurred by KMTG, including, but not limited to, the following: costs of serving pleadings, filing fees and other charges assessed by courts and other public agencies, court reporters' fees, jury fees, witness fees, long distance telephone calls, messenger and other delivery fees, postage, photocopying, parking, mileage, travel expenses (including air fare at coach rates, lodging, meals, and ground transportation), research, investigation expenses, consultants' fees, expert witness fees, and other costs.

KMTG shall itemize all costs incurred on each periodic statement.

5. STATEMENTS

KMTG shall send Client a statement for fees and costs incurred every month. However, when the fees and costs for a particular month are minimal, they may be carried over to the next month's statement. Client shall pay statements from KMTG within thirty (30) days after each statement's date.

KMTG's statements shall clearly state the basis thereof, including the amount, rate and basis for calculation (or other method of determination) of KMTG's fees.

KMTG shall provide a statement to Client, upon Client's request, no later than ten (10) days following the request. Client is entitled to make subsequent requests for statements at intervals of no less than thirty (30) days following the initial request.

6. DISCLAIMER OF GUARANTEE

By signing this Agreement, Client acknowledges that KMTG has made no promises or guarantees to Client about the outcome of Client's matter, and nothing in this Agreement shall be construed as such a promise or guarantee.

7. DISCHARGE AND WITHDRAWAL

Either party may terminate this Agreement upon written notice to the other party. If Client or KMTG elects to terminate this Agreement, KMTG shall be paid for all fees and costs that have accrued up to the time of termination.

KMTG and Client each agree to sign any documents reasonably necessary to complete KMTG's discharge or withdrawal.

8. LEGAL ACTION UPON DEFAULT

If Client does not pay the balance when due, or if Client breaches any other term of this Agreement, KMTG may demand that the entire unpaid balance be paid immediately and, as provided by law, commence any legal action for collection of the balance due.

Client and KMTG agree that all legal proceedings related to the subject matter of this Agreement shall be maintained in courts sitting within the State of California, County of Tuolumne. Client and KMTG consent and agree that the jurisdiction and venue for proceedings relating to this Agreement shall lie exclusively with such courts. Further, the prevailing party in any such dispute shall be entitled to reasonable costs, including attorneys' fees.

9. ARBITRATION OF FEE DISPUTE

If a dispute arises between KMTG and Client regarding attorneys' fees or costs under this Agreement and KMTG files suit in any court, or begins an arbitration proceeding other than through the State Bar or a local bar association under Business and Professions Code Sections 6200-6206, Client will have the right to stay that suit or arbitration proceeding by timely electing to arbitrate the dispute through the State Bar or a local bar association under Business and Professions Code Sections 6200-6206. If Client elects to so arbitrate the dispute, KMTG will submit the matter to that arbitrator.

10. COMPLETION OF SERVICES

Upon the completion of KMTG's services, all unpaid charges for services rendered and costs incurred or advanced through the completion date shall become immediately due and payable.

11. CLIENT FILES

At Client's request, upon the termination of services under this Agreement, KMTG will promptly release all of Client's papers and property (subject to any applicable protective orders or non-disclosure agreements).

12. DESTRUCTION OF CLIENT FILE

If Client does not request the return of Client's papers and property, KMTG will retain Client's file for a period of seven (7) years from the last date of service in the matter described above. After seven (7) years, KMTG may have Client's file destroyed. Client acknowledges that it will not be notified prior to the destruction of its papers and property, and Client consents to the same. If Client desires to have Client's file maintained beyond seven (7) years after Client's matter is concluded, Client must make separate arrangements with KMTG.

13. COMMENCEMENT OF SERVICES

KMTG's obligation to provide legal services shall commence upon KMTG's receipt of a signed copy of this Agreement for Legal Services.

14. INSURANCE

Pursuant to Business and Professions Code Section 6148, Client is hereby informed that KMTG maintains errors and omissions insurance coverage.

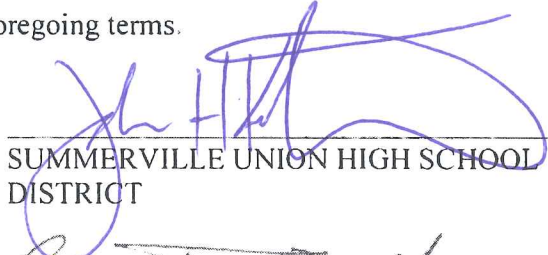
15. MODIFICATION BY SUBSEQUENT AGREEMENT

This Agreement may be modified only by a written instrument signed by both parties.

I understand and accept the foregoing terms.

DATE:

5/9/13


SUMMERVILLE UNION HIGH SCHOOL
DISTRICT

DATE:

5/9/13


Constantine C. Baranoff
KRONICK, MOSKOVITZ, TIEDEMANN &
GIRARD, A Professional Corporation

SCHEDULE OF RATES

Shareholders/Of Counsel.....	\$240-\$450
Principals/Senior Associates	\$225-\$375
Associate Attorneys.....	\$200-\$300
Paralegals.....	\$95-\$160
Document Clerk/Law Clerk.....	\$95
Constantine Baranoff	\$250

Expenses, including mileage, long distance telephone charges, photocopying and delivery charges, will also be billed. A detailed schedule of these charges can be provided upon request. Our usual billing procedure is to submit a monthly itemization of the time and services charged with the names of the attorneys and paralegals whose time is being billed. However, we have a highly sophisticated and flexible billing system which can produce statements specific to each client's billing needs. Please let us know of any specific desires or needs you have in this respect.