ATTORNEY-CLIENT AGREEMENT FOR LEGAL SERVICES

THIS ATTORNEY-CLIENT AGREEMENT FOR LEGAL SERVICES ("Agreement") is effective as of May 26, 2020 (the "Effective Date") by and between San Mateo Union High School District ("Client"), and the law firm of Stradling Yocca Carlson & Rauth ("Attorney").

Client and Attorney agree as follows:

1.   Scope of Legal Services. Client hires Attorney as its legal counsel to advise Client regarding Measure L – Facilities and Business Services.

2.   Staffing. Attorney shall meet with Client, if requested, to review the legal services provided under this Agreement and shall consult with Client prior to the assignment of individual attorneys to perform legal services under this Agreement.

3.   Insurance Disclosures. Attorney shall maintain in force for the term of this Agreement professional liability insurance in the sum of a minimum of $1,000,000 in aggregate, including defense costs excess of a self-insured retention. If Attorney's professional liability insurance is written on a "claims made" policy, Attorney shall maintain such professional liability insurance in force for a period of three years beyond the expiration of this Agreement.

4.   Retainer. None

5.   Legal Fees. Client agrees to pay Attorney for services actually rendered on Client's behalf under the scope of this Agreement based on the attached rate schedule.

6.   Billing Practices. Attorney shall send Client a statement for fees and costs incurred every calendar month. 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 may be assessed on balances that are more than thirty (30) calendar days past due.

7.   Costs and Other Charges. In addition to regular telephone, mail and other common business communication methods, Client authorizes Attorney to use facsimile transmissions, cellular telephone calls, unencrypted email, and other computer transmissions in communicating with Client. Unless otherwise instructed by Client, any such communications may include confidential information. Client shall be billed for such costs and charges based on the attached rate schedule.

8.   Experts, Consultants and Investigators. To aid in the preparation or presentation of your case, it may become necessary to hire expert witnesses, consultants, or investigators. Attorney will not hire such persons unless Client agrees to the retention and agrees to pay for the services rendered by such persons.

9.   Discharge and Withdrawal. Client may discharge Attorney at any time by written notice. Unless otherwise agreed, and except as required by law, Attorney will provide no further services after receipt of such notice. Attorney may withdraw its services with Client's consent or as allowed or required by law, upon ten (10) calendar days written notice. Upon discharge or withdrawal, Attorney shall transition all outstanding legal work and services to others as Client shall direct. After Attorney's services conclude, Attorney will, on Client's request, deliver Client's file to Client, along with any funds or property of Client in Attorney's possession.

IN WITNESS WHEREOF, Client and Attorney have read and understood the foregoing terms and those set forth on the attached Rate Schedule and agree to them:

SAN MATEO UNION HIGH SCHOOL DISTRICT   STRADLING YOCCA CARLSON & RAUTH

_____ _____   _____ _____
Kevin Skelly   Date   Sean B. Absher   Date
Superintendent   Shareholder

PROFESSIONAL RATE SCHEDULE
(Effective May 26, 2020)

1. <u>HOURLY PROFESSIONAL RATES</u>

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

Shareholder	$ 300.00 per hour
Associate	$ 250.00 per hour
Law Clerk I/Paralegal	$ 75.00 per hour

   * Rates for Specific Attorneys Available Upon Request

   Travel time shall be prorated if the assigned attorney travels for two or more clients on the same trip.

2. <u>COSTS AND EXPENSES</u>

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

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