



## AGREEMENT FOR LOZANO SMITH LEGAL SERVICES

THIS AGREEMENT is effective July 1, 2015, between the Morgan Hill Unified School District ("Client") and the law firm of Lozano Smith, LLP ("Attorney").

Client and Attorney agree as follows:

Client hires Attorney as its legal counsel with respect to matters the Client refers to Attorney. Attorney shall provide legal services to represent Client in such matters, keep Client informed of significant developments and respond to Client's inquiries regarding those matters. Client understands that Attorney cannot guarantee any particular results, including the costs and expenses of representation. Client has been advised of the right to seek independent legal advice regarding this Agreement.

Client agrees to pay Attorney for services rendered based on the attached rate schedule. Agreements for legal fees on other-than-an-hourly basis may be made by mutual agreement for special projects (including as set forth in future addenda to this Agreement). Written responses to audit letter inquiries will be completed at no charge to Client.

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 shall be assessed on balances that are more than thirty (30) calendar days past due, not to exceed 10% per annum.

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 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 discharge or withdrawal, Attorney shall transition all outstanding legal work and services to others as Client shall direct.

SO AGREED:

MORGAN HILL UNIFIED SCHOOL  
DISTRICT

LOZANO SMITH, LLP

\_\_\_\_\_  
Kirsten Perez Date  
Assistant Superintendent, Business Services

 August 19, 2015  
Karen M. Rezendes Date  
Managing Partner



PROFESSIONAL RATE SCHEDULE  
FOR MORGAN HILL UNIFIED SCHOOL DISTRICT  
(Effective July 1, 2015)

1. HOURLY PROFESSIONAL RATES

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

Partner / Senior Counsel / Of Counsel	\$ 215 - \$ 295 per hour
Associate	\$ 180 - \$ 250 per hour
Paralegal / Law Clerk	\$ 125 - \$ 150 per hour
Consultant	\$ 125 - \$ 195 per hour

\* Rates for Specific Attorneys Available Upon Request

2. BILLING PRACTICE

Lozano Smith will provide a monthly, itemized statement for services rendered. Time billed is broken into 1/10 (.10) hour increments, allowing for maximum efficiency in the use of attorney time. Invoices will clearly indicate the department or individuals for whom services were rendered.

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

3. COSTS AND EXPENSES

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

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