

**AGREEMENT FOR LEGAL SERVICES
FOR THE
BONSALL UNIFIED SCHOOL DISTRICT
BY
BEST BEST & KRIEGER LLP**

1. PARTIES AND DATE.

This Agreement is made and entered into as of the 1st day of July, 2018, by and between the **BONSALL UNIFIED SCHOOL DISTRICT** ("District") and **BEST BEST & KRIEGER LLP**, a limited liability partnership engaged in the practice of law ("BB&K").

2. RECITALS.

2.1 The District wishes to engage the services of BB&K LLP as special legal counsel for the District on the terms set forth below.

3. TERMS.

3.1 Term. The term of this Agreement shall commence on the date of execution of this Agreement set forth above and shall continue in full force and effect until terminated in accordance with Section 3.9.

3.2 Scope of Services. BB&K shall serve as special legal counsel and shall perform special legal services ("Services") as may be requested from time to time by the District as set forth by this Agreement, unless otherwise agreed to by District and BB&K. As part of the Services to be performed hereunder, BB&K shall be responsible for providing legal services associated with general business, facilities, and construction matters as directed by the District.

3.3 Designated Special Counsel. Tyree K. Dorward shall be designated as special legal counsel. He will be responsible for the performance of all Services under this Agreement, including the supervision of Services performed by other members of BB&K. No change in this assignment shall be made without the consent of the District.

3.4 Time of Performance. The Services of BB&K shall be performed expeditiously in the time frames and as directed by the Board, District Superintendent and/or their designees.

3.5 Assistance. The District agrees to provide all information and documents necessary for the attorneys at BB&K to perform their obligations under this Agreement.

3.6 Independent Contractor. BB&K shall perform all legal services required under this Agreement as independent contractor of the District and shall remain, at all times as to the District, a wholly independent contractor with only such obligations as are required under this Agreement. Neither the District, nor any of its employees, shall have any control over the manner, mode or means by which BB&K, its agents or employees, render the special legal services required under this Agreement, except as otherwise set forth. The District shall have no

voice in the selection, discharge, supervision or control of BB&K's employees, representatives or agents, or in fixing their number, compensation, or hours of service.

3.7 Services and Compensation. BB&K shall render and bill for legal services in the following categories. The District shall pay for such services based on the following rates, or as they are adjusted from time to time by mutual consent.

3.7.1 Special Counsel Legal Services. In preparation for, attendance at and participation in meetings of the Board and other meetings as requested, and for the drafting, reviewing and counseling work arising from the facilities and business matters described herein, the District shall pay BB&K the hourly blended rate of: Two Hundred Sixty and No/100 Dollars (\$260.00) for services performed by all attorneys.

3.7.2 Reimbursement. The District shall reimburse BB&K for reasonable and necessary expenses incurred by it in the performance of the Services on behalf of the District. Authorized reimbursable expenses shall include, but are not limited to, printing and copying expenses, mileage expenses at the rate allowed by the Internal Revenue Service, long distance telephone and facsimile tolls, court fees, computerized research time (e.g. Lexis or Westlaw), extraordinary mail or delivery costs (e.g. courier, overnight and express delivery) and similar costs relating to the Services that are generally chargeable to a client.

3.7.3 Billing. BB&K shall submit monthly to the District a detailed statement of account for Services. The District shall review BB&K's monthly statements and pay BB&K for Services rendered and costs incurred, as provided for in this Agreement, on a monthly basis. Time is accrued on an incremental basis for such matters as telephone calls (minimum .3 hour) and letters (minimum .5 hour), and on an actual basis for all other work.

3.7.4 Increases in Compensation. Commencing July 1, 2019, the billing rate, as described in Sections 3.7.1 and 3.7.2 above, shall be adjusted annually for a cost of living adjustment (COLA) based on the most recently issued San Diego Area Consumer Price Index-All Urban Consumers for the twelve-month period ending the preceding June 30th. Any renewal or extension of this Agreement shall remain subject to this COLA provision. BB&K shall provide written notice of all such automatic COLA increases.

3.8 Insurance. BB&K carries errors and omissions insurance with Lloyd's of London. After a standard deductible, this insurance provides coverage beyond what is required by the State of California.

3.9 Termination of Agreement and Legal Services. Best Best & Krieger LLP serves at the pleasure of the Board. This Agreement and the Services to be rendered under it may be terminated at any time by the Board, with or without cause. In the event of such termination, BB&K shall be paid for all Services authorized by the District and performed up through and including the effective date of termination.

3.10 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

3.11 Governing Law. This Agreement shall be governed by the laws of the State of California.

3.12 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.

3.13 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

3.14 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.15 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.16 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

BONSALL UNIFIED SCHOOL DISTRICT
31505 Old River Road
Bonsall, CA 92003
Attn.: William Pickering II Asst. Supt. Business Services

BEST BEST & KRIEGER LLP
655 West Broadway, 15th Floor
San Diego, CA 92101
Attn.: Tyree K. Dorward

Such notices shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

IN WITNESS WHEREOF, the District and BB&K have executed this Agreement as of the date first written above.

BONSALL UNIFIED SCHOOL DISTRICT

BEST BEST & KRIEGER, LLP

By: _____
Name: William Pickering II
Title: Asst. Supt. Business Services

By:  _____
Name: Tyree Dorward
Title: Partner