

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item determined that Fagen
provide the legal services
awarding Fagen Frier
the RFQ..

Documents Attached:

1. Contract
2. RFQ
- 3.



AGREEMENT FOR LEGAL SERVICES

rates, Attorney will have the right to withdraw as Attorney for Client. The time charged will be for the time spent by the Attorney and other parties and attorneys. The legal personnel will confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise if more than one of the legal personnel attends a meeting or other proceeding, each will charge for the time spent.

7. COSTS AND OTHER CHARGES (a) Attorney will incur various costs and expenses in performing legal services under this Agreement. Except otherwise stated, Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. These include fees fixed by law or assessed by public agencies, messenger and other delivery fees, out of office copying/reproduction cost and travel costs (including mileage charged at the standard IRS rate, parking, transportation, meals and hotel costs, if applicable), and other similar items. The following costs shall not be charged:

In office Photocopying	No Charge
Facsimile Charges	No Charge
Postage	No Charge
On-line Legal Research Subscriptions	No Charge
Administrative Overhead	No Charge

(b) Out of town travel. Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by law firm personnel. Client will also be charged the hourly rates for the time legal personnel spend traveling.

Fees for consultants or investigators. Client agrees to pay such fees and charges.

8. BILLING STATEMENTS. Attorney will send Client monthly statements for fees and costs incurred. Each statement will be payable within thirty (30) days of its mailing date. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty days past due. Client may request a statement at intervals of less than 30 days. If Client requests a bill, Attorney will provide one within 10 days. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.

9. DISCHARGE AND WITHDRAWAL. Client may discharge Attorney at any time. Attorney

11. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

12. MODIFICATION BY SUBSEQUENT AGREEMENT. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement only to the extent that the parties carry it out.

13. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

14. MEDIATION CLAUSE. If a dispute arises out of or relating to any aspect of this Agreement between the Client and Attorney, or the breach thereof, and if the dispute cannot be settled through negotiation, Attorney and Client agree to use mediation before resorting to arbitration, litigation, or any other dispute resolution procedure.

PROFESSIONAL RATE SCHEDULE

Sacramento City Unified School District
June 15, 2023 through June 30, 2024

1. HOURLY PROFESSIONAL RATES

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

Associate	\$280- \$310 per hour
Partner	\$345- \$380 per hour
Senior Partner*	\$405per hour
Senior Counsel/OCounsel	\$360- \$380 per hour
Paralegal	\$195-



REQUEST FOR QUALIFICATIONS/ PROPOSALS
FOR
LEGAL SERVICES

RFQ/P #230622-1

Request for Qualifications/Proposals Issued: April 26, 2023
Deadline for Submittal of RFQ/P #23-0622-1: May 24, 2023 at 4:30 p.m.

All requirements described in this document must be addressed in your proposal response. Non-responsive proposals will not be considered. All proposals, whether selected or rejected, shall become the property of the District. Firms are responsible for checking the website periodically for any updates or revisions to the RFQ/P.

All questions must be submitted via email to the attention of Robert Aldama – Purchasing Manager at RobertAldama@scusd.edu

CALENDAR OF EVENTS (subject to change)

DATE / TIME	ACTION
April 26, 2023 / TBD	1 st

III. SCOPE OF SERVICES II

- x Provide information on new federal and state laws that may impact the District's operation and advise appropriate action.
- x Assist the District in developing contract templates for outside services as needed.
- x

D. FACILITIES

As requested:

- x Provide advice, consultation and representation related to real property matters, including acquisition, disposition, environmental impact reports, leasing and construction of facilities, as well as contract and bidding requirements.
- x Provide advice, consultation and representation related to facility measures, such as General Obligation Bonds, Mello Roos taxes, etc.
- x Provide advice and consultation related to formation and responsibilities of facility related committees, such as the Bond Oversight Committee.
- x Provide such other services that are inherent in matters related to school facilities.

E. SPECIAL EDUCATION

As requested:

- x Provide advice, consultation and representation in connection with the placement of special needs students, including participation in hearings and representation in related administrative and judicial proceedings.
- x Provide such other services as are inherent in matters related to the provision of ~~to~~ services special needs students.

F. CHARTER SCHOOLS

As requested:

- x Provide advice, consultation and representation related to charter school matters, including

IV. CONTENTS FOR PROPOSALS

In order for proposals to be considered, said proposal must be clear, concise, complete, well organized demonstrate both respondent qualifications, and its ability to follow instructions. The quality of answers, not length of responses or visual exhibits is important in the proposal.

The proposal shall be organized in the format listed below. Respondents shall read each item carefully and answer each of the following items accurately to ensure compliance with District requirements.

A. Submittal Letter

Include the RFQ title and submittal due date, the name, address, fax number and telephone number of the responding firm. Include a contact person and corresponding address. The letter shall state that the proposal shall be valid for a 60 day period and that the staff proposed is available immediately to work on this project. The person authorized by the firm to negotiate a contract with the District shall sign the cover letter.

B. Description of Firm

This section should provide an overview and history of your firm and its practice in California as well as the type of legal services for which your firm is submitting a proposal, approach that will be used in meeting the needs of the District. Please also include what areas of law are firm specialties

C. Description of Experience

Use this section to indicate the areas of expertise of your firm and how the firm's expertise will enable the District to benefit from that expertise. Include at least two (2) school districts with similar demographics along with the name and contact information of individuals familiar with your work at school districts the length of time services were provided and submitted as references that can be contacted by District staff.

D. Team

Please provide the names and resumes of staff who would be working with the District. Specifically discuss the individual(s)' experience in providing legal and advisory services to an organization and program similar in size and scope as specified in this RFQ. Please indicate who the primary contact will be and who will be responsible for the day-to-day work with the District.

E. Fee Schedule

Describe in detail all fees to be charged, including hourly rates for each level of service. Describe how you might adjust your fees for subsequent years of the contract. Describe in detail, charges for travel, telephone calls, and any other expenses to be separately billed. Indicate how billings are specific for each area/case. Also, identify billing increments (i.e. 1/10 hour, ¼ hour etc.)

F. Miscellaneous

Please provide the following additional information:

- Include a sample billing statement.
- List any additional services that your Firm provides, but which were not listed in the Request for Qualifications/Proposals.
- Provide details of any litigation against you or your Firm within the last five (5) years
- Copy of Firm's Professional Liability Certificate of Insurance.

V.