

SIERRA SANDS UNIFIED SCHOOL DISTRICT

**Board of Education
Special Concurrent Meeting**

**OCTOBER 20, 2016
Ridgecrest City Council Chambers
100 West California Avenue
*www.ssusd.org***

We, the members of the Board of Education of the Sierra Sands Unified School District, are committed to providing the highest quality education in a safe environment to all K-12 students. We believe the school shares with the family, church, and community the responsibility for developing life-long learners who are responsible, productive citizens.

A G E N D A

CALL TO ORDER AND PLEDGE TO THE FLAG

7:00 P.M.

Amy Castillo-Covert - telephonically from the Key Bridge Marriott, 1401 Lee Hwy, Arlington, VA 22209
Bill Farris
Tim Johnson, Vice President/Clerk
Kurt Rockwell
Michael Scott, President

Ernest M. Bell, Jr., Superintendent

MOMENT OF SILENCE

1. ADOPTION OF AGENDA

11. BUSINESS ADMINISTRATION

11.2 Approval of Professional Services Agreement with the Law Firm of Adams Silva & McNally LLP

12. ADJOURNMENT

11. BUSINESS ADMINISTRATION

11.2 Approval of Professional Services Agreement with the Law Firm of Adams Silva & McNally LLP

BACKGROUND INFORMATION: Adams Silva & McNally LLP is a newly formed law firm, established by Dean Adams, previously associated with the law firm of Fagen, Friedman, & Fulfrost LLP.

CURRENT CONSIDERATIONS: The district has had an ongoing positive relationship with Mr. Adams, the district's primary counsel in matters concerning Human Resources and Special Education while at Fagen, Friedman, & Fulfrost LLP. In the interest of maintaining continuity in several pending matters, the district desires to retain Adams Silva & McNally LLP for the purpose of providing legal services as requested in accordance with the terms and conditions of the attached agreement.

FINANCIAL IMPLICATIONS: The rates proposed by Adams Silva & McNally LLP are within established parameters. The district and the firm will work together to utilize phone and email communications as much as possible in order to contain costs.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the professional services agreement with the law firm of Adams Silva & McNally LLP for legal services as presented.



ADAMS SILVA & McNALLY LLP

LEGAL SERVICES AGREEMENT

THIS LEGAL SERVICES AGREEMENT is effective October ____, 2016, by and between the Sierra Sands Unified School District (“Client”) and the law firm of Adams Silva & McNally LLP (“Law Firm,” together with Client, “Parties”). In consideration of the promises and the mutual agreements hereinafter contained, Client and Law Firm agree as follows:

1. Law Firm Services. Client hires Law Firm as its legal counsel with respect to matters the Client specifically refers to Law Firm. Law Firm shall provide legal services as reasonably required to represent Client in such matters, take reasonable steps to keep Client informed of significant developments, and respond to Client’s inquiries regarding those matters. In addition to regular telephone, mail and other common business communication methods, Client authorizes Attorney to use facsimile transmissions, cellular telephone calls and email, and other computer transmissions in communicating with Client. Unless otherwise instructed by Client, any such communications may include confidential information. Client understands that Law Firm cannot guarantee any particular result, including the costs and expenses of representation.

2. Billing Practices. Law Firm agrees to bill Client in units of one tenth (.1) of an hour at the billing rates established in the attached rate schedule. Client agrees to pay actual transportation and other costs of required out-of-town travel by Law Firm personnel. Other third-party services, such as investigators, process servers, court reporter fees, and witness fees (including expert witness’ fees) shall be charged to Client at the actual costs paid to the service provider by Law Firm and shall not be subject to a fee multiplier, such as a processing or administrative fee. Law Firm does not maintain a financial interest in any other third-party service provider and obtains no financial benefit from Client’s use of any such service provider. Agreements for legal fees on special projects other-than-an-hourly basis may be made by mutual agreement of the Parties.

3. Payment. Law Firm 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 Law Firm’s statements within thirty (30) days after receipt. Client agrees and is encouraged to communicate any billing concerns to Law Firm. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) days past due.

4. Termination and Withdrawal. Client may discharge Law Firm at any time by written notice. Unless otherwise agreed, and except as required by law, Law Firm will provide no further services hereunder after receipt of such notice. Law Firm may withdraw its services hereunder with Client’s consent, upon good cause, or as allowed or required by law, upon ten (10) days written notice. Good cause includes any breach of this Agreement and/or any circumstance that would render Law Firm’s continued representation of Client unlawful or in

violation of any ethical rules. Upon discharge or withdrawal, Law Firm shall transition all outstanding legal work and services to others as Client shall direct.

5. Arbitration. The Parties agree all disputes that arise between Client and Law Firm shall be resolved through binding arbitration. In the case of a fee dispute, arbitration shall occur in accordance with the California State Bar rules for arbitration of disputes regarding attorneys' fees. The Parties waive their respective rights to a jury trial and an appeal. The terms of this provision shall survive the termination of this Agreement.

6. Severability. In the event any provision or portion of a provision in this Agreement is deemed unenforceable, the remainder of this Agreement and, if applicable, that provision, shall remain enforceable.

7. Client Responsibilities. Client agrees to cooperate with Law Firm, provide accurate information and documentation to Law Firm, and fully inform Law Firm of any developments that could affect Law Firm's representation of Client. Client agrees to attend all required appearances, such as hearings, and make its employees available to Law Firm as necessary for Law Firm to perform its services described under this Agreement.

8. Miscellaneous Provisions. In accordance with the requirements of the California Rules of Professional Conduct, Law Firm hereby provides notice to Client that it maintains errors and omissions insurance coverage applicable to the services to be rendered to Client by Law Firm pursuant to this Agreement. Upon the closure of an active matter, Client may request, and Law Firm agrees to provide following receipt of such request, the file related to that matter.

IN WITNESS WHEREOF, the parties have signed this Legal Services Agreement.

Sierra Sands Unified School District

Adams Silva & McNally LLP

Signature

Dean T. Adams

Printed Name

Date: _____

Title

Date: _____



ADAMS SILVA & McNALLY LLP

PROFESSIONAL RATE SCHEDULE

(Effective July 1, 2016, for the 2016-2017 School Year)

1. HOURLY PROFESSIONAL RATES

Client agrees to pay Law Firm by the following standard hourly rate:

Partner / Senior Counsel / Of Counsel	\$275 - \$265 per hour
Associate	\$210 - \$230 per hour
Paralegal	\$125 per hour
Law Clerk	\$115 per hour

Time is billed in increments in units of one tenth (.1) of an hour, rounded up to the nearest increment. Law Firm shall charge its hourly rate for round-trip travel time from our office to the destination required by the Client. Additionally, actual travel expenses as described below will be billed.

2. COSTS AND EXPENSES

In-Office copying	\$0.20 per page
Incoming Facsimile	\$0.20 per page
Outgoing Facsimile	\$0.20 per page
Postage	Actual Usage
Mileage	IRS Standard Rate

Other services, such as investigators, process servers, court reporter fees, transcription costs, and witness fees (including expert witness' fees) shall be charged to Client at the actual costs paid to the service provider by Law Firm.

Other costs, such as messenger, airfare, and lodging, shall be charged on an actual and necessary basis with prior approval from Client.