

AGREEMENT FOR THE PROVISION OF
LEGAL SERVICES
BY
TRUJILLO & VINSON, LLP

THIS AGREEMENT is made and entered into this 16th day of January 2013, by and between Linden Unified School District, hereinafter called "CLIENT," and Trujillo & Vinson, LLP hereinafter called "ATTORNEYS."

In consideration of the promises and the mutual agreements hereinafter contained, CLIENT and ATTORNEYS agree as follows:

ATTORNEYS agree to provide the following professional services upon request:

1. Represent and advise CLIENT on those aspects of law as directed by the CLIENT;
2. Prepare legal opinions regarding statutes, court decisions, legislation, and other legal issues;
3. Represent the CLIENT before the courts, and other legal and administrative agencies;
4. Assist CLIENT in legal matter relating to administration of the CLIENT;
5. Perform such other duties as may be assigned by CLIENT in meeting its obligations under the law; and
6. Other duties as assigned by CLIENT and acceptable to ATTORNEYS.

ATTORNEYS shall provide those legal services reasonably required to represent CLIENT in these matters. ATTORNEYS shall also take reasonable steps to keep the CLIENT informed of significant developments and respond to the CLIENT's inquires.

CLIENT shall be truthful with ATTORNEYS, cooperate with ATTORNEYS, keep ATTORNEYS informed of developments, and perform the obligations it has agreed to perform under this Agreement.

This Agreement shall remain in effect until June 30, 2014, and shall continue in effect thereafter at CLIENT's option, unless terminated in writing with at least 30 days advance notice.

CLIENT agrees to pay ATTORNEYS their hourly rate of Two Hundred and Thirty-Five Dollars (\$235) for partners, for legal services. CLIENT agrees that it will pay ATTORNEYS

any increase in their hourly rates. CLIENT will be notified of increases in hourly rates 30 days in advance, either by letter or by a notation on the monthly bill from ATTORNEYS.

Agreements for legal fees other than the current hourly basis may be made by mutual written agreement for special projects.

CLIENT further agrees to reimburse ATTORNEYS for actual and necessary expenses and costs with respect to providing legal services including but not limited to costs of mileage, lodging and travel expenses (including travel time), serving pleadings, filing fees and other charges assessed by courts and other public agencies, arbitrator's fees, court reporters' fees, jury fees, witness fees, investigation expenses, overnight delivery costs, costs of computer research outside of standard databases, consultants' fees and expert witness fees. In addition, CLIENT agrees to pay twenty cents (20¢) per page for copying and a dollar (\$1) per page for facsimile transmissions. Fees and costs will be billed to the CLIENT as incurred by ATTORNEY on a monthly basis.

ATTORNEYS shall send CLIENT a statement for fees and costs incurred every calendar month. ATTORNEYS' statement shall: (1) clearly state the hourly rate; (2) the hours billed; and (3) provide a thorough description of the worked performed. CLIENT shall pay ATTORNEYS statements within 30 days of each statement's date.

It is expressly understood and agreed to by both parties that ATTORNEYS, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the CLIENT.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement for the provision of legal services.

Linden Unified School District

Date: _____

TRUJILO & VINSON, LLP

Allen R. Vinson

Date: _____