JONES HALL

AGREEMENT FOR LEGAL SERVICES
(Parcel Tax Election Proceedings)

BETWEEN
THE SAN LEANDRO UNIFIED SCHOOL DISTRICT AND JONES HALL, A PROFESSIONAL LAW CORPORATION, FOR LEGAL SERVICES IN CONNECTION WITH PARCEL TAX ELECTION PROCEEDINGS

This AGREEMENT FOR LEGAL SERVICES is entered as of March 14, 2017, between the SAN LEANDRO UNIFIED SCHOOL DISTRICT (the "District") and JONES HALL, A PROFESSIONAL LAW CORPORATION, San Francisco, California ("Attorneys").

B A C K G R O U N D :

1. The District Board is considering calling a parcel tax election to be held in the boundaries of the District.

2. In connection with the conduct of the election proceedings, the District requires the services of legal counsel who are familiar with such elections.

A G R E E M E N T :

In consideration of the foregoing and the mutual covenants contained in this Agreement, the District and Attorneys agree as follows:

Section 1. Identification of Client. Attorneys shall represent the District in connection with the proceedings for the authorization of a parcel tax. Attorneys will not represent, and will owe no duties to, any other party, including but not limited to any financial advisor or campaign consultant.

Section 2. Duties of Attorneys. Attorneys shall perform all of the following legal services to the District in connection with the submission of a ballot measure to the voters authorizing the imposition of a parcel tax:

- Preparation of all legal proceedings required to be undertaken by the District in connection with calling the parcel tax election, including preparation of a resolution calling the election and specifying the form of the ballot proposition, advising the District as to the form and content of the ballot proposition, and reviewing a tax rate statement (if applicable), ballot argument, impartial analysis and other statements for conformity with applicable legal requirements.

- Advising the District and its campaign consultants as to legal requirements applicable to the conduct of the election campaign.

- Any and all legal consultation requested by the District concerning the authorization, levy and collection of a parcel tax.

- Such other and further services as are normally performed by legal counsel in connection with an election to be held on the authorization of a parcel tax.

Section 3. Compensation. For the services of Attorneys listed in Section 2, the District will pay Attorneys a flat fee equal to $7,500. Attorneys shall bear all expenses incurred by them in connection with their services hereunder, without additional payment or reimbursement for such expenses. The foregoing fee is not set by law but is negotiable between Attorneys and District.

Section 4. Term of Agreement. This Agreement shall remain in effect and shall be binding on the District and Attorneys until the completion of all proceedings required for the parcel tax election.

Section 5. Independent Contractor. Attorneys will act as an independent contractor in performing the services required under this Agreement, and under no circumstances shall Attorneys be considered an agent, partner, or employee of the District.

Section 6. Liability Insurance. Attorneys must maintain at their own expense at all times during the term of this Agreement policies of insurance, acceptable to the District, covering its workers' compensation injuries, public liability and professional liability.

Section 7. Assignment. Attorneys may not assign their rights or delegate their obligations under this Agreement, in whole or in part, except with the prior written consent of the District.

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

SAN LEANDRO UNIFIED SCHOOL DISTRICT

_____
Assistant Superintendent

JONES HALL, A PROFESSIONAL LAW CORPORATION

By _____
Courtney L. Jones
Shareholder