



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1d

Meeting Date: June 22, 2023

Subject: Approve Contract for Legal Services with Fagen Friedman & Fulfrost LLP and Response to Request for Qualifications

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: _____)
- Conference/Action
- Action
- Public Hearing

Division: Business Services

Recommendation: Award Fagen Friedman & Fulfrost LLP the Legal Services Contract in response to the April 26, 2023 Request for Qualifications for Legal Services

Background/Rationale: On April 26, 2023, the District issued a Request for Qualifications for Legal Services and proposals were due May 24, 2023. Seven (7) proposals were received and evaluated by a selection advisory committee including the District Superintendent and cabinet members. The Committee considered relevant factors, qualifications and experience and determined three (3) firms would be invited to interview on June 9, 2023. At the conclusion of the interview process, the Committee determined that Fagen Friedman & Fulfrost LLP firm was the most qualified firm to provide the legal services as described in the RFQ. Therefore, the District recommends awarding Fagen Friedman & Fulfrost LLP the contract for legal services as described in the RFQ..

Financial Considerations: \$2,000,000

LCAP Goal(s): Operational Excellence

Documents Attached:

1. Contract
2. RFQ
3. List of Selection Advisory Committee Members

Estimated Time of Presentation: N/A

Submitted by: Rose Ramos, Chief Business Officer

Tina Alvarez Bevens, Contract Analyst

Approved by: Jorge A. Aguilar, Superintendent

2023 Request for Qualifications for Legal Services – Selection Advisory Committee

<u>Title</u>	<u>Name</u>	<u>Department</u>	<u>Role</u>
Superintendent	Jorge A. Aguilar	Superintendent	Screen & Interview
Chief Business Officer	Rose Ramos	Business Services	Screen & Interview
Deputy Superintendent	Lisa Allen	Business Services	Screen & Interview
Chief Human Resources Officer	Cancy McArn	Human Resources Services	Screen & Interview
Chief Academic Officer	Yvonne Wright	Academic Office	Screen & Interview
Chief Communications Officer	Brian Heap	Communications	Screen & Interview
Chief Informational Officer	Bob Lyons	Technology	Screen & Interview



AGREEMENT FOR LEGAL SERVICES

This agreement is by and between Sacramento City Unified School District (“Client”) and the law firm of Fagen Friedman & Fulfrost LLP (“Attorney”). In consideration of the promises and the mutual agreements hereinafter contained, Attorney agrees to provide legal services to Client on the terms set forth below effective June 15, 2023 through June 30, 2024:

1. **CONDITIONS.** This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.

2. **SCOPE OF SERVICES.** Client hires Attorney as its legal representative/counsel with respect to matters Client specifically refers to Attorney. Attorney will provide those legal services reasonably required to represent Client. Attorney will take reasonable steps to keep Client informed of progress and to respond to Client’s inquiries.

3. **CLIENT’S DUTIES.** Client agrees to cooperate with Attorney and to communicate with candor while keeping the Attorney apprised of any information or developments which may come to Client’s attention, to abide by this Agreement, to pay Attorney’s bills on time and to keep Attorney advised of Client’s address and telephone number. Client will assist Attorney in providing information and documents necessary for the representation in the described matter.

4. **CONSULTANT SERVICES.** Attorney may provide consulting services, which may be referred to as Next Level Client Services, in addition to or in support of the legal services provided pursuant to this Agreement, through qualified non-attorney consultants, including but not limited to: governance training and assistance; communications services; education program planning and implementation; mentoring, coaching, and leadership; strategic planning and solutions; and advocacy at the local and state level.

5. **EMAIL COMMUNICATIONS/CLOUD-BASED COMPUTING.** In order to provide Client with efficient and convenient legal services, Attorney will frequently communicate and transmit documents using e-mail. In addition, Attorney uses a cloud computing service with servers located in a facility other than Attorney’s office. Most of Attorney’s electronic data, including emails and documents, are stored in this manner. Although Attorney will take reasonable precautions to keep email and other electronic data confidential and secure, because technology and cyber threats continue to evolve, there may be risks communicating and storing electronic data in this manner, including risks related to confidentiality and security. By entering into this Agreement, Client is consenting to such e-mail transmissions with Client and Client’s representatives and agents, as well as to having communications, documents and electronic data pertinent to Client’s matter(s) stored through a cloud-based service.

6. **LEGAL FEES AND BILLING PRACTICES.** Client agrees to pay by the hour, in minimum units of one tenth (.1) of an hour, at Attorney’s prevailing rates for all time spent on Client’s matter by Attorney’s legal personnel. Current hourly rates are noted in an attached rate schedule and the actual rate billed is based on the attorney’s number of years of experience.

The rates on this schedule, as well as the current job title designations/ classifications listed hereon, are subject to change on 30 days’ written notice to client. If Client declines to pay any increased

rates, Attorney will have the right to withdraw as Attorney for Client. The time charged will include the time Attorney spends on telephone calls relating to Client's matter, including calls with Client and other parties and attorneys. The legal personnel assigned to Client's matter may 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 as 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 costs, 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.

(c) Consultants and Investigators. To aid in the representation in Client's matter, it may become necessary to hire 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 (30) 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 may withdraw with Client's consent, for good cause or as allowed or required by law upon ten (10) days written notice. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow Attorney's advice on a material matter or any fact or circumstance that would render Attorney's continuing representation unlawful or unethical. When Attorney's services conclude, all unpaid charges will immediately become due and payable. Following the conclusion of Attorney's representation of Client, Attorney will, upon Client's request, deliver to Client the Client file(s) and property in Attorney's possession, whether or not Client has paid for all services. If Client has not requested delivery of the files, Attorney may destroy all such files in its possession seven (7) years after the conclusion of the representation.

10. DISCLAIMER OF GUARANTEE AND ESTIMATES. Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only. Actual fees may vary from estimates given.

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.

15. EFFECTIVE DATE. This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. THE CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

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

Sacramento City Unified School District

Fagen Friedman & Fulfrost LLP

Namita S. Brown

Type or Print Name

Name

Managing Partner

Type or Print Title

Title



District Authorized Signature

Signature

DATE: _____

DATE: June 15, 2023



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*	\$405 per hour
Senior Counsel/Of-Counsel	\$360 - \$380 per hour
Paralegal	\$195 - \$280 per hour
Law Clerk	\$280 per hour
Next Level Client Services	\$180 per hour
Education Consultant	\$285 per hour
Communications Services Consultant	\$305 per hour
Communications Services Associate	\$100 per hour
Technology Discovery Associate	\$50 per hour

**Partners with 25+ years of experience.*

Travel time shall be charged only from the Attorney's nearest office to the destination and shall be prorated if the assigned Attorney travels for two or more clients on the same trip. If Client requests a specific Attorney, Client agrees to pay for all travel time of that specific Attorney in connection with the matter. For matters concerning compliance with state and federal voting rights laws and/or related subjects, Client agrees to pay for all travel time of assigned Attorney in connection with those matters.

2. ON-SITE LEGAL SERVICES

At Client's discretion and by prior arrangement of Client and Attorney, Attorney may provide regularly scheduled on-site legal services ("Office Hours") to address legal issues that may arise in Client's day-to-day operations. Office Hours, which include time Attorney spends at Client's facility as well as travel time, shall be provided at a reduced hourly rate of 90% of the Attorney's standard hourly rate.

3. COSTS AND EXPENSES

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

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.



REQUEST FOR QUALIFICATIONS/PROPOSALS

FOR

LEGAL SERVICES

RFQ/P #23-0622-1

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.

Request for Qualifications/Proposals for Legal Services

I. OBJECTIVE

The Sacramento City Unified School District (District) utilizes the services of a variety of legal firms. It is the intent of the District to continue this practice and to develop a list of firms qualified to provide such services in the areas of: General Legal Counsel, Human Resources, Employee Relations/Negotiations, Facilities, Special Education and Charter Schools. Firms that demonstrate expertise, and are subsequently designated, will be utilized. One or more firms may be engaged.

The overall objective of this Request for Qualifications/Proposal is to permit firms the opportunity to submit their relevant school district legal experience, client references and proposed schedule of charges for consideration.

Background

The Sacramento City Unified School District is the 12th largest school district in California and one of the 100 largest in the United States, serving over 43,000 students on over 75 campuses. Neighborhoods served range from leafy affluent areas around the Capitol to federal housing projects. 72% of SCUSD students qualify for a free or reduced-price lunch; at 26 schools, 90-100% of students meet this federal poverty threshold, in part because Sacramento's unemployment rate hovers around 4.5% – 1% higher than the national average.

II. INSTRUCTIONS

Respondents to this RFQ/P must mail or deliver, in a sealed package; one (1) unbound hard copy, six (6) bound copies and one (1) electronic copy (flash drive, Word or PDF format) of the complete proposal no later than 4:30 p.m. to the following address:

Sacramento City Unified School District
Purchasing Services
5735 47th Avenue
Sacramento, CA 95824

The sealed envelope shall be marked on the outside lower left corner with the words “Legal Services RFQ/P”. It is the Proposer's sole responsibility to ensure that their proposal is received prior to the scheduled closing time for receipt of proposals. No corrected or resubmitted proposals will be accepted after the deadline.

This Request for Qualifications/Proposals does not commit the Sacramento City Unified School District to award a contract or pay any costs incurred in the preparation of a proposal responsive to this request. The District reserves the right to accept all or part of any proposal or to cancel in part or in its entirety this Request for Proposals. The District further reserves the right to accept the proposal that it considers to be in the best interest of the District.

All requirements described in this document must be addressed in your proposal. 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 Robert-Aldama@scusd.edu

CALENDAR OF EVENTS (subject to change)

DATE / TIME	ACTION
April 26, 2023 / TBD	1 st Legal advertising & release of RFQ/P
May 10, 2023 / 4:30 p.m.	Deadline for Questions. Questions must be emailed to: Robert Aldama, Purchasing Manager, email: Robert-Aldama@scusd.edu
May 17, 2023 / 4:30 p.m.	Issue responses to questions in the form of an addendum to the RFQ/P
May 24, 2023 / 4:30 p.m.	Deadline for Submission of RFQ/P
May 25, 2023 / TBD	Selection Advisory Committee evaluation of responses
May 26, 2023 / TBD	Release of Shortlist Respondents. Interview notification if determined by District
May 31, 2023 / TBD	Interviews of Shortlist Respondents (If determined)
June 22, 2023 / TBD	Anticipated Recommendations to Board of Education

III. SCOPE OF SERVICES

The District is seeking proposals for legal services in the following areas (your proposal must indicate whether you are proposing to serve in all areas, only as General Counsel, or only as special counsel for services “B” through “F”):

- A. General Legal Counsel – The District currently employs one full-time attorney who will assist the General Counsel. The General Counsel will provide consultation, advice and opinions to the Superintendent, Key Personnel, and the Board, will attend Board Meetings as requested, and will coordinate the involvement of other specialist counsels, when required, and if appropriate.
- B. Human Resources
- C. Employee Relations Negotiations
- D. Facilities
- E. Special Education
- F. Charter Schools

A. GENERAL COUNSEL

- Provide advice and consultation with the Board of Education, the Superintendent and Key Personnel in connection with their general and specific powers and duties.

As requested:

- Be physically present on days of Board meetings and as needed.
- Attend all Board of Education Meetings.
- Provide advice with respect to all Constitutional questions.
- Provide advice and consultation with respect to issues related to the Brown Act and California Public Records Act.
- Assist in the development of employment contracts upon request.
- Provide advice, consultation and representation on student matters, including hearings and related proceedings.
- Provide advice and consultation with respect to school board elections and ballot measures.
- Provide such other services as are inherent in matters relating to the operation of a school district.

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

B. HUMAN RESOURCES

As requested:

- Provide advice, consultation and representation of the District with respect to the employment, discipline and dismissal of certificated and classified employees.
- Provide advice, consultation and representation on issues involving District employees relative to: legal qualifications; teaching credentials and certificates, and other required licenses; proposed reductions in force and related seniority and tenure questions; various forms of leaves of absence; substitute and part-time employees; and matters related to compensation.

C. EMPLOYEE RELATIONS/NEGOTIATIONS

As requested:

- Provide advice, consultation and representation on all matters related to certificated and classified collective bargaining and related negotiated agreement development.
- Provide advice, consultation and representation on grievances and actions taken to PERB, hearings, etc.
- Provide such other services as are inherent in matters related to employee relations and negotiations.

D. FACILITIES

As requested:

- 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.
- Provide advice, consultation and representation related to facility measures, such as General Obligation Bonds, Mello Roos taxes, etc.
- Provide advice and consultation related to formation and responsibilities of facility related committees, such as the Bond Oversight Committee.
- Provide such other services that are inherent in matters related to school facilities.

E. SPECIAL EDUCATION

As requested:

- 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.
- Provide such other services as are inherent in matters related to the provision of services to special needs students.

F. CHARTER SCHOOLS

As requested:

- Provide advice, consultation and representation related to charter school matters, including public hearings, processing charter petitions, the approval or denial of petitions, revocation of petitions, Proposition 39 facility requests, conversion and start-up requirements, calculation of pro-rata share fees, administrative service fees, and appropriate monitoring procedures.
- Provide such other services as are inherent in matters related to charter schools.

IV. CONTENTS FOR PROPOSALS

In order for proposals to be considered, said proposal must be clear, concise, complete, well organized and demonstrate both respondents' 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/P's title and submittal due date, the name, address, fax number and telephone number of the responding firm. Include a contact person and corresponding e-mail 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, and the 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(s) 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 résumés 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/P. 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 your Firm within the last five (5) years.
- Copy of Firm's Professional Liability Certificate of Insurance.

V. SELECTION CRITERIA

A Selection Advisory Committee will evaluate and select those firms deemed to be the most highly qualified to perform the required services. The evaluation of proposals and the basis of award will be based on the review and analysis of numerous factors, which will include, but not be limited to, the following:

- Background and experience in providing specific work as identified in the Scope of Services section of this RFQ/P.
- Qualifications and experience of personnel to be assigned to the District
- References for work done equal to the services as described Costs, including hourly rates for all levels of service and personnel, travel time costs, and costs for support services of word processing, copying etc.

Upon evaluation of all submitted proposals, a limited number of Firms deemed most qualified to provide the requested legal services may be invited to present their qualifications and respond to questions from panel members. The panel may include, but will not be limited to, Board of Education members, Superintendent, Cabinet members, and others qualified to rate providers.