

RETAINER AGREEMENT

THIS AGREEMENT is made and entered into effective this 1ST day of July, 2019, by and between the NEWPORT-MESA UNIFIED SCHOOL DISTRICT, referred to as the "DISTRICT," and PARKER & COVERT LLP, hereinafter referred to as "Attorneys."

W I T N E S S E T H

WHEREAS, the DISTRICT desires to obtain from Attorneys certain legal services to be rendered at the request and direction of the governing board of the DISTRICT pursuant to Education Code section 35041.5; and

WHEREAS, the DISTRICT has determined that it is in the best interest of the DISTRICT to appoint Attorneys to represent DISTRICT in the matters that are hereinafter specified;

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

1. DISTRICT retains Attorneys for the purpose of providing specific legal services. For the purpose of requesting specific legal services, the Board President, the Superintendent or the Superintendent's designee is hereby designated as the DISTRICT's representatives in selecting the legal services to be rendered.

2. DISTRICT shall pay Attorneys for the services herein performed at the rates set forth in Exhibit "A" which is attached hereto and by this reference incorporated herein. These rates will be in effect from July 1, 2019 through June 30, 2021.

3. Attorneys shall perform the services herein provided at the rates set forth in said Exhibit.

4. DISTRICT shall also pay and reimburse Attorneys for any actual and necessary costs and expenses incurred in the course of handling such services. Actual and necessary costs and expenses include those charges that Attorneys directly incur including, but not limited to, filing fees,

1 reproduction of documents, toll telephone charges, messenger and delivery services, travel expenses
2 other than mileage costs, and court reporting costs.

3 5. Attorneys shall present statements for the services rendered pursuant hereto during
4 the preceding month, and DISTRICT shall pay the same within a reasonable time thereafter, which
5 is agreed to be within 45 days of receipt of attorneys' statement.

6 6. Attorneys shall serve under the terms of the Agreement at the pleasure of the
7 DISTRICT and the DISTRICT hereby reserves the right to terminate Attorneys upon written notice
8 to Attorneys.
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10 7. Attorneys shall maintain at all times a policy of professional liability insurance
11 while representing and advising DISTRICT.

12 8. Upon DISTRICT's written request Parker & Covert LLP will, whether or not
13 all fees owing under this Agreement have been paid, make DISTRICT's file (with the
14 exception of Parker & Covert LLP's work product) available for pickup by the DISTRICT at
15 Parker & Covert LLP's office. Parker & Covert LLP may at any time request in writing that
16 the DISTRICT take possession of all or a portion of DISTRICT's files. If the DISTRICT
17 does not take possession within ninety (90) days after mailing of such request, Parker &
18 Covert LLP may thereafter destroy the files. In any case, Parker & Covert LLP is authorized
19 to destroy the files without notice five (5) years after termination of the matter or Parker &
20 Covert LLP's employment.
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23 9. Attorneys reserve the right in their discretion to terminate this Agreement at
24 any time Attorneys deem necessary or advisable upon thirty (30) days written notice to
25 DISTRICT.
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In witness whereof, this Retainer Agreement was duly approved by the DISTRICT'S Board of Education.

NEWPORT-MESA UNIFIED
SCHOOL DISTRICT

Date: 9/13, 2019

By: [Signature]
Title: ASST. SVP. / COO

Date: July 29, 2019

PARKER & COVERT LLP

By: Spencer E. Covert

Partner

EXHIBIT "A"

Rates 7/1/2019 to 6/30/20

PARTNERS	\$ 280 per hour
ASSOCIATES	\$ 240 per hour
LAW CLERKS/PARALEGALS	\$ 145 per hour

Rates 7/1/2020 to 6/30/21

PARTNERS	\$ 290 per hour
ASSOCIATES	\$ 240 per hour
LAW CLERKS/PARALEGALS	\$ 145 per hour