

MT. DIABLO UNIFIED SCHOOL DISTRICT

Professional Services Agreement for Legal Services

This Agreement ("Agreement"), made and entered into by the Mt. Diablo Unified School District ("District") and Orbach Huff Suarez & Henderson ("District legal counsel"), governs legal services provided on an "as needed" basis for the period stated below.

1. Conditions

This Agreement is subject to approval by the District Governing Board ("Board"). The District is not obligated to perform under this Agreement unless and until the Agreement is either approved or ratified by the Board.

2. Scope of Services

This Agreement with District legal counsel is to provide general legal services on behalf of the District on an "as-needed" and non-exclusive basis. The District hires District legal counsel to represent their interests in connection with any matter against the District, and to advise the District on issues when requested. District legal counsel shall take any and all reasonable steps to keep the District informed of progress and to respond to the District's related inquiries. District agrees to cooperate with District legal counsel, to keep the firm informed of all material information and developments, and to pay District legal counsel's invoices in a timely manner, unless unusual circumstances occur. District legal counsel shall provide counsel, opinions, memoranda, and direction on general legal issues to the District Administration and Board, as requested by the Board President, the Superintendent, or the General Counsel, as appropriate. District legal counsel owes primary professional responsibility to the Board.

3. Legal Service Fees

The District agrees to compensate District legal counsel pursuant to the terms and conditions set forth in the *Engagement Letter*.

4. Provision of Legal Services

District legal counsel shall provide legal services subject to and in adherence with the *District Case Management and Billing Standards*. The *District Case Management and Billing Standards* are incorporated in this Agreement by reference. District legal counsel may negotiate exceptions to the *District Case Management and Billing Standards* under unique and/or exigent circumstances. Any exceptions to the *District Case Management and Billing Standards* must be set forth in writing and approved by the District General Counsel. Unless otherwise agreed upon, the provisions of the *District Case Management and Billing Standards* shall supersede any conflicting or contrary terms.

5. Term

This Agreement is to remain in full force and effect from October 1, 2015 through June 30, 2018. Services under this Agreement may be extended or modified by mutual agreement if reduced to writing.

legal counsel may retain and use copies for reference in this documentation of its experience and capabilities.

It is further understood that any interest of District legal counsel in studies, reports, memoranda, computation sheets or other documents prepared by District legal counsel in connection with services to be performed under this agreement shall become the property of and will be transmitted to the District upon request.

13. Insurance

District legal counsel agrees to maintain insurance coverage for commercial general liability no less than \$2,000,000.00 for each occurrence, automobile liability no less than \$2,000,000.00 combined single limit, and professional liability no less than \$1,000,000.00 for claims arising from acts or omissions of the District legal counsel in performing services under this agreement. A copy of the Certificate of Insurance is to be provided with this signed agreement.

14. Applicable Law and Venue

This agreement shall be governed by the laws of the State of California and the venue for all litigation relative to this Agreement shall be in Contra Costa County.

15. Severability

If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and effect in such term or provision shall be deemed stricken.

IN WITNESS THEREOF, the parties have executed this agreement.

Mt. Diablo Unified School District
1936 Carlotta Drive
Concord, CA 94519

Orbach Huff Suarez & Henderson
1901 Harrison Street, Ste. 1630
Oakland, CA 94612

By: _____

Donald A. Velez

Title: General Counsel

Date: _____

By:  _____

Glenn Gould

Title: Attorney at Law

Date: 10-21-15