

**ADDENDUM TO AGREEMENT BETWEEN
MT. DIABLO UNIFIED SCHOOL DISTRICT AND
INDEPENDENT CONTRACTOR**

This Addendum to the Agreement for Independent Contractor Services ("Addendum") is entered into by and between the GOVERNING BOARD OF THE MT. DIABLO UNIFIED SCHOOL DISTRICT ("Board"), having its principal place of business at 1936 Carlotta Drive, Concord, California and Dale Scott & Co., Inc. ("DS&C") having its principal place of business at 650 California St., 8th Fl., San Francisco, California.

RECITALS

1. The Board and DS&C entered into an Independent Services Agreement (ISA) dated May 4, 2015 for financial advisor services; and
2. The parties desire to clarify the ISA in a number of respects.

NOW THEREFORE, THE BOARD AND DS&C HEREBY AGREE AS FOLLOWS:

1. Paragraph 1(a) of the ISA is amended by adding the following:

Paragraph 1(a): page reference for Exhibit A is page 5 rather than page 4.

2. Paragraph 2 of the ISA is amended by adding the following:

DS&C will be paid a fixed fee of \$85,000 per each issuance of a bond series or refinancing occurring during the five year term ending May 4, 2020. The total amount of compensation paid by the District during the five year term will depend on the number of transactions completed. In fiscal year 2014-15 only one transaction is occurring. However, the final series of bonds for Measure C (2010) may be issued during the five year term as well as possible refinancings of prior transactions. In addition, DS&C will prepare and file on an annual basis the District's continuing disclosure. Payment for continuing disclosure services will be \$5,000 per year. Since the district's annual filing was made for 2015, the first fee for disclosure services will not be due until the beginning of 2016. Finally, actual expenses for performance of services under this ISA will be billed at cost plus 5%.

3. As an additional insured, the District should have notification of cancellation rights under the relevant insurance policies. In the event that any insurance provider declines to provide notice of cancellation, DS&C will assume the responsibility to provide notice of cancellation at least ten (10) days prior to any cancellation.

IN WITNESS WHEREOF, the BOARD and DS&C have executed this Addendum to the Independent Services Agreement, in accordance with the action taken by the BOARD at its regular meeting of June 1, 2015.

Date: _____

Dale Scott & Co., Inc.

Date: _____

Superintendent

LEGAL FORM APPROVED:

Lawrence M. Schoenke, Interim General Counsel
Mt. Diablo Unified School District