

LEGAL SERVICES AGREEMENT

This Legal Services Agreement ("the Agreement") is made between the Law Office of Adam S. Ferber ("Law Office") and the West Contra Costa Unified School District ("the District").

RECITALS

- A. On or about March 24, 2015 Ferber and the District (together, "the Parties") entered into a Legal Services Agreement ("the Prior Agreement").
- B. The Parties wish to terminate the Prior Agreement and replace it with this Agreement.
- C. The Parties hereby agree that as of the date that this Agreement is fully executed the Prior Agreement shall terminate.

AGREEMENT

1. Adam S. Ferber of Law Office shall provide legal services as requested by the District's Citizens' Bond Oversight Committee ("the Committee") and shall do so in conformity with all applicable law and regulation.

Said services shall be limited to general legal advice, whether provided in person, verbally or in writing. Said services shall not include representation in connection with any contested legal matter, regardless of whether such matter involves litigation in any court, or mediation or arbitration before a neutral.

The Committee shall be Law Office's client. Law Office shall not provide legal representation to the District.

2. Law Office will perform the legal services called for under this Agreement, keep the Committee informed of progress and developments, and respond promptly to the Committee's inquiries and communications. The Committee will be truthful and cooperative with Law Office and keep Law Office reasonably informed of developments.

3. The District will pay Law Office for attorney's fees for the legal services provided under this Agreement at the rate of Two Hundred Ten Dollars (\$210.00) per hour. The minimum time charged for the first activity on any particular day will be two tenths of an hour; thereafter Law Office will charge in increments of one tenth of an hour, rounded off for each particular activity to the nearest one tenth of an hour. This rate shall remain the same until at least December 31, 2016.

If, thereafter, while this Agreement is in effect, Law Office increases the hourly rates being charged to the District generally for attorney's fees, that increase may be applied to fees incurred under this Agreement, but only with respect to services provided 30 days or

more after written notice of the increase is transmitted to the District. If the District chooses not to consent to the increased rates, the District may terminate Law Office's services under this Agreement by written notice effective when received by Law Office, provided the Committee and the District each executes and returns a substitution-of-attorney form immediately on its receipt from Law Office if Law Office is the Committee' attorney of record in any proceeding.

4. Law Office will send the Committee and the District monthly statements indicating attorney's fees and their basis, and any current balance owed. If no attorney's fees are incurred for a particular month, or if they are minimal, the statement may be held and combined with that for the following month. The District shall pay any balance in full within 30 days after the statement is mailed.

This Agreement shall become effective as of the date it is signed by the District.

The foregoing is agreed to by:

Law Office of Adam S. Ferber

Date: 5/25, 2016

By: Adam Ferber

Adam S. Ferber

West Contra Costa Unified School District

Date: 5/27, 2016

By: Chris Blanc