

**CONTRACT NAME: AGREEMENT BETWEEN PARKER &
COVERT LLP AND DAVIS JOINT UNIFIED SCHOOL
DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: This agreement is between Parker & Covert LLP and DJUSD to provide bond counsel and facilities financing services as needed. This is a replacement of an agreement with our previous bond counsel, Kronick Moskowitz Tiedemann & Girard. All bond counsel from the previous firm have transferred to Parker & Covert LLP.

The costs for the services will be billed on an hourly basis. The hourly rates range from \$60 for paralegal services to \$210 for attorney fees.

AGREEMENT FOR LEGAL SERVICES

This Agreement for Legal Services is entered into between Parker & Covert LLP ("P&C"), and Davis Joint Unified School District ("Client") and is for the period of time commencing December 1, 2015.

By signing and returning this Agreement for Legal Services, Client indicates its acceptance of the terms set forth in this document.

1. SCOPE OF AGREEMENT

Client retains P&C to provide legal services and collective bargaining services to Client as assigned by Client.

2. DUTIES OF P&C AND CLIENT

P&C DUTIES

P&C shall provide those legal services reasonably required to represent Client in the matter described above. P&C shall also take reasonable steps to keep Client informed of significant developments and to respond to Client's inquiries.

While the attorney with whom Client originally met may be primarily responsible for completing the work on Client's matter, that attorney may also delegate work to other attorneys, paralegals, law clerks, and office personnel with P&C, if he or she determines that such delegation is appropriate in representation of Client's interests. If Client so requests, Client will be consulted before any delegation is made.

P&C may, with Client's prior consent, select and hire attorneys, investigators, consultants, and experts to assist in the preparation and presentation of Client's case. While any such persons will report exclusively to P&C to preserve the Attorney-Client privileges, they will be employed by Client.

P&C is not authorized or obligated to perform any services for Client until P&C has received an original-signed copy of this Agreement for Legal Services from Client.

CLIENT'S DUTIES

Client will cooperate with P&C, keep P&C informed of developments related to the subject matter for which Client has engaged P&C, perform the obligations Client has agreed to perform under this Agreement, and pay statements from P&C in a timely manner.

3. BILLING RATES

Client agrees to pay for legal services at the rates set forth in the attached Schedule of Rates. P&C's fees will be calculated based on those hourly rates, billed in increments of 1/10th of an hour for legal staff involved, multiplied by the hours devoted

on Client's behalf. These rates are subject to adjustment at the beginning of each fiscal year. P&C will give written notice of rate adjustments at least thirty (30) days prior to the effective date thereof, and the new rates will be instituted only in consultation with Client. These rates are based principally on experience, specialization, and training.

P&C will charge for all time worked on a matter, including travel time portal-to-portal, time waiting in court, and time spent in meetings, unless otherwise agreed to in writing.

4. COSTS AND EXPENSES

Whenever practical, Client shall directly pay for major costs and expenses, in addition to P&C's fees, either by advancing such costs or expenses to P&C, or by paying third parties directly. Upon demand, Client shall advance funds to P&C or directly pay third parties, as specified by P&C.

In all other cases, Client shall reimburse P&C for all costs and expenses incurred by P&C, including, but not limited to, the following: costs of serving pleadings, filing fees and other charges assessed by courts and other public agencies, court reporters' fees, jury fees, witness fees, long distance telephone calls, messenger and other delivery fees, postage, photocopying, parking, mileage, travel expenses (including air fare at coach rates, lodging, meals, and ground transportation), research, investigation expenses, consultants' fees, expert witness fees, and other costs.

P&C shall itemize all costs incurred on each periodic statement.

5. STATEMENTS

P&C shall send Client a statement for fees and costs incurred every month. However, when the fees and costs for a particular month are minimal, they may be carried over to the next month's statement. Client shall pay statements from P&C within thirty (30) days after each statement's date.

P&C's statements shall clearly state the basis thereof, including the amount, rate, and basis for calculation (or other method of determination) of P&C's fees.

P&C shall provide a statement to Client, upon Client's request, no later than ten (10) days following the request. Client is entitled to make subsequent requests for statements at intervals of no less than thirty (30) days following the initial request.

6. DISCLAIMER OF GUARANTEE

By signing this Agreement, Client acknowledges that P&C has made no promises or guarantees to Client about the outcome of Client's matter, and nothing in this Agreement shall be construed as such a promise or guarantee.

7. DISCHARGE AND WITHDRAWAL

Either party may terminate this Agreement upon written notice to the other party. If Client or P&C elects to terminate this Agreement, P&C shall be paid for all fees and costs that have accrued up to the time of termination.

P&C and Client each agree to sign any documents reasonably necessary to complete P&C's discharge or withdrawal.

8. LEGAL ACTION UPON DEFAULT

If Client does not pay the balance when due, or if Client breaches any other term of this Agreement, P&C may demand that the entire unpaid balance be paid immediately and, as provided by law, commence any legal action for collection of the balance due.

Client and P&C agree that all legal proceedings related to the subject matter of this Agreement shall be maintained in courts sitting within the State of California, County of Sacramento. Client and P&C consent and agree that the jurisdiction and venue for proceedings relating to this Agreement shall lie exclusively with such courts. Further, the prevailing party in any such dispute shall be entitled to reasonable costs, including attorneys' fees.

9. ARBITRATION OF FEE DISPUTE

If a dispute arises between P&C and Client regarding attorneys' fees and costs under this Agreement, and P&C files suit in any court, or begins an arbitration proceeding other than through the State Bar or a local bar association under Business and Professions Code sections 6200-6206, Client will have the right to stay that suit or arbitration proceeding by timely electing to arbitrate the dispute through the State Bar or local bar association under Business and Professions Code sections 6200-6206. If Client elects to so arbitrate the dispute, P&C will submit the matter to that arbitrator.

10. COMPLETION OF SERVICES

Upon the completion of P&C's services, all unpaid charges for services rendered, and costs incurred or advanced through the completion date, shall become immediately due and payable.

11. CLIENT FILES

At Client's request, upon the termination of services under this Agreement, P&C will promptly release all of Client's papers and property (subject to any applicable protective orders or non-disclosure agreements).

12. DESTRUCTION OF CLIENT FILE

If Client does not request the return of Client's papers and property, P&C will retain Client's file for a period of seven (7) years from the last date of service in the matter described above. After seven (7) years, P&C may have Client's file destroyed.

Client acknowledges that it will not be notified prior to the destruction of its papers and property, and Client consents to the same. If Client desires to have Client's file maintained beyond seven (7) years after Client's matter is concluded, Client must make separate arrangements with P&C.

13. COMMENCEMENT OF SERVICES

P&C's obligation to provide legal services shall commence upon P&C's receipt of an original-signed copy of this Agreement for Legal Services.

14. INSURANCE

Pursuant to Business and Professions Code section 6148, Client is hereby informed that P&C maintains errors and omissions insurance coverage.

15. MODIFICATION BY SUBSEQUENT AGREEMENT

This Agreement may be modified only by a written instrument signed by both parties.

I understand and accept the foregoing terms.

CLIENT

Davis Joint Unified School District

December __, 2015

By _____
Winfred B. Roberson, Jr.
Superintendent

P&C

Parker & Covert LLP

December 8, 2015

By 
P. Addison Covert
Partner

SCHEDULE OF RATES

As of December 1, 2015

| | |
|---------------------------------------|--------------------|
| Partner | \$205-\$210 |
| Attorneys..... | \$200-\$205 |
| Paralegals..... | \$100-\$110 |
| Paralegal Clerk/Law Clerk..... | \$60-\$100 |

Expenses, including mileage, long distance telephone charges, photocopying and delivery charges, will also be billed. A detailed schedule of these charges can be provided upon request. Our usual billing procedure is to submit a monthly itemization of the time and services charged with the names of the attorneys and paralegals whose time is being billed. However, we have a highly sophisticated and flexible billing system which can produce statements specific to each client's billing needs. Please let us know of any specific desires or needs you have in this respect.