

**GENERAL CONDITIONS**

District and Law Firm acknowledge, and agree to be bound by, the provisions set forth below:

1. **Engagement of Services.** District engages the services of Law Firm under the terms in the Agreement and these additional provisions. Law Firm agrees to exercise the highest professionalism and utmost care, and to utilize Law Firm's expertise and talents in completing such services. Law Firm agrees that it will act in a manner it believes to be in the best interest of District rather than for itself or another third party. Law Firm agrees that it shall perform its services in a timely manner. Law Firm may not assign, subcontract or otherwise delegate Law Firm's obligations under the Agreement without District's prior written consent. Law Firm shall devote such time to the performance of services under this Agreement that are reasonably necessary for satisfactory performance of the services and obligations hereunder.
2. **Invoicing.** For hourly services, Law Firm shall submit invoices to District on a monthly basis detailing all of the services provided during the previous month along with all requested documentation substantiating invoiced charges. The invoices will be of sufficient detail to enable District to determine the nature of any charges or expenses incurred.
3. **Expenses.** Unless otherwise agreed upon in writing by District, Law Firm shall advance all expenses incurred in performing services under the Agreement, including expert witness fees, court reporters, external printing costs, and the like, and District shall reimburse Law Firm at the direct cost of such expenses.
4. **Independent Contractor.** Law Firm, in performing this Agreement, shall be, and act as, an independent contractor. Law Firm understands and agrees that he/she/it, all his/her/its employees, agents and Law Firms shall not be considered officers, employees or agents of District, and are not entitled to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Law Firm assumes the full responsibility for the acts and/or omissions of his/her/its employees, agents and subcontractors as they relate to the services to be provided under this Agreement. Law Firm shall assume full responsibility for payment of all Federal, State and local taxes or contributions, including unemployment insurance, social security and income taxes, and insurance, including workers' compensation, with respect to Law Firm's employees.
5. **Termination.** District may terminate the Agreement at its convenience and without any breach by Law Firm upon written notice to Law Firm. Law Firm may terminate this Agreement at any time upon written notice to District in a manner that complies with all requirements of applicable law, court rules, and the Rules of Professional Conduct of the State Bar of California. Law Firm and District each agree to sign any documents reasonably necessary to complete Law Firm's discharge or withdrawal.
6. **Insurance.** Law Firm agrees to carry commercial general liability insurance and automobile liability insurance with limits of one million dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage to protect Law Firm and District against liability or claims of liability, which may arise out of this Agreement. Law Firm also agrees to carry professional errors and omissions liability insurance with limits of three million dollars (\$3,000,000) per occurrence. No representation is made by Law Firm as to "insurance coverage" for the types of Legal Service which Law Firm may perform for the District. Except in the case of a solo practitioner with no other employees, Law Firm shall also carry worker's compensation insurance with limits as required by statute. No later than the Effective Date, Law Firm shall provide District with certificates of insurance evidencing all coverages required hereunder.
7. **Assignment.** The obligations of the Law Firm pursuant to this Agreement shall not be assigned by Law Firm without prior written consent from the District.
8. **Notices.** All notices that are required or permitted to be given under this Agreement shall be in writing and sent by either personal delivery, nationally recognized overnight courier service or prepaid, first class United States postal mail. Notices shall be sent to signatories to this Agreement at the addresses given therein.
9. **Compliance with Applicable Laws.** Law Firm agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Law Firm, Law Firm's business, and personnel engaged in providing the Legal Services contemplated by this Agreement.
10. **Permits/Licenses.** Law Firm and all Law Firm's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Legal Services under this Agreement.

11. Entire Agreement/Amendment. This Agreement and any exhibits, or general or specific terms and conditions attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement regarding the contemplated Legal Services contemplated, and may be amended only by a written amendment executed by both parties to this Agreement.
12. Nondiscrimination. Law Firm agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, sexual orientation, or gender of such person. To the extent applicable to this Agreement, Law Firm shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
13. Non-waiver. The failure of District or Law Firm to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
14. Governing Law. The laws of the State of California shall govern the terms and conditions of this Agreement.
15. Construction of Agreement. If there is any uncertainty or ambiguity in the terms of this Agreement, it shall not be construed for or against any Party hereto on the grounds that such Party was responsible for drafting of any particular term set forth herein. The Parties each waive and relinquish in connection with this Agreement any and all rights that he/ she/it may have or claim under California Civil Code section 1654.
16. Survival and Severability. Unless otherwise specifically provided, the covenants herein shall survive termination of this Agreement. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.
17. Mediation, Binding Arbitration and Related Fees and Costs. If the District or Law Firm has a dispute with the other regarding, arising from, or pertaining to this Agreement or the Legal Services provided pursuant to this Agreement, the provisions of this Paragraph 17 shall govern the resolution of that dispute. The parties will first attempt to resolve all disputes through mediation with a mediator mutually agreed to by the parties. To the extent mediation is unsuccessful in resolving any dispute, the parties agree to proceed with binding arbitration. The Parties agree that the binding arbitration shall be administered by JAMS and its rules then in effect governing this dispute except as expressly set forth herein. The arbitrator's decision must be based on admissible facts. "Admissible Facts" are defined as facts that would be admissible in court under the California Rules of Evidence. The arbitrator's decision must also be based upon applicable law. The arbitrator does not have the power or discretion to fashion any remedy on the Agreement that he or she sees fit. Rather, the arbitrator's decision must be based on admissible facts and applicable law and in accord with the terms and condition of the Agreement. The arbitrator shall issue a written Statement of Decision applying the admissible facts to applicable law in reaching his/her determination. The arbitrator's decision shall be final and binding and can be introduced into court for the purpose of obtaining a judgment thereon provided the arbitrator has complied with the provisions of this paragraph and applicable law. The Parties agree that the dispute resolutions of this Paragraph 17 are mandatory and the exclusive procedure to determine claims made regarding this Agreement or the Legal Services provided pursuant to this Agreement. In any mediation, binding arbitration or court proceeding, each party shall bear its own attorney's fees and costs regardless of who is a prevailing party, and the arbitrator shall not have any authority, equitable or otherwise, to make an award of attorney's fees or costs. By agreeing to binding arbitration, the Parties are waiving the right to a jury trial.

[Remainder of page intentionally left blank.]