

R145723

## LEGAL SERVICES AGREEMENT

This Legal Services ("Agreement" or "Contract") is dated for convenience as of **SEPTEMBER 11, 2024**, between the **MOUNT DIABLO UNIFIED SCHOOL DISTRICT** ("District" or "MDUSD") and **GARRETT LAW LLP** ("Outside Counsel"). The District and Outside Counsel may be individually referred to herein as a "Party" or collectively referred to herein as the "Parties."

### RECITALS

**WHEREAS**, pursuant to California Government Code § 53060, the District is authorized to contract with and employ any persons for the furnishing of special and professional services and advice if those persons are specially trained and experienced and competent to perform the services required;

**WHEREAS**, the District desires to retain the services as detailed herein; and

**WHEREAS**, Outside Counsel represents itself able and, for a consideration, willing to perform the services for the District's Legal Department.

**NOW, THEREFORE**, the Parties agree as follows:

### AGREEMENT

1. **SERVICES:** Outside Counsel agrees to perform the services provided for in the attached **APPENDIX A** ("Scope of Work" or "Services").
2. **TERM; EFFECTIVE DATE:** This Agreement shall become effective upon approval and/or ratification by the District's Board of Education in an open, noticed meeting, proper execution by the Parties and certification by the Chief Financial Officer as to the availability of funds. The term for these Services shall commence on **November 1, 2024** and shall expire on **JUNE 30, 2025** (the "Term").
3. **COMPENSATION:** Compensation to Outside Counsel shall be based upon Outside Counsel's schedule of flat-fee rates as set-forth in the Attached **APPENDIX B** ("Schedule of Fees and Charges"). The rates stated in **APPENDIX B** are firm during the contract Term.
4. **AVAILABILITY OF FUNDS; BUDGET AND FISCAL PROVISIONS; TERMINATION IN THE EVENT OF NON-APPROPRIATION:**
  - a. This Agreement is subject to the budget and fiscal policies, regulations and practices of the District, and approval and appropriation of funds for this Agreement.
  - b. The amount of the District's obligation hereunder shall not at any time exceed the amount herein stated.
  - c. The District has no obligation to renew this Agreement after expiration of its Term.

5. **SUBMITTING FALSE CLAIMS; MONETARY PENALTIES:** Outside Counsel agrees to comply with and is subject to the California False Claims Act (Government Code §§ 12650 *et seq.*), including treble damages and penalties as set forth in the operative statutory provision at the time of any violation.
6. **QUALIFIED PERSONNEL:** Work under this Agreement shall be performed only by competent attorneys and personnel under the supervision of and in the employment of Outside Counsel. Outside Counsel will comply with the District's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at the District's request, and must be supervised by Outside Counsel. Outside Counsel shall commit adequate resources to complete any project or schedule specified in this Agreement.
7. **INDEPENDENT CONTRACTOR:** Outside Counsel or any agent or employee of Outside Counsel shall be deemed at all times to be an independent contractor and not an employee of the District. Outside Counsel shall be wholly responsible for the manner in which it performs the services required of it under this Agreement. Nothing contained in this Agreement shall be construed as creating an employment or agency relationship between the District and Outside Counsel or its agents and employees. Any terms in this Agreement referring to direction from the District shall be construed as providing for direction as to policy and the result of Outside Counsel's work only, and not as the means by which such a result is obtained. The District does not retain the right to control the means or the method by which Outside Counsel performs work under this Agreement. Nothing contained in this Agreement shall be construed as creating an employment or agency relationship between the District and Outside Counsel or its agents and employees. If any governmental authority should, nevertheless, determine that Outside Counsel is an employee, then the District's payment obligations hereunder shall be reduced so that the aggregate amount of payments directly to Outside Counsel and to the applicable governmental authority does not exceed the maximum amount specified in this Agreement. Outside Counsel shall refund any amounts necessary to effect such reduction.
8. **RESERVED.**
9. **INSURANCE:** Outside Counsel shall procure and maintain for the Term of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Outside Counsel, his or her agents, representatives or subcontractors. Specifics regarding the amount and type of insurance are set-forth in the attached **APPENDIX D** ("Insurance Requirements").
10. **LIABILITY OF PARTIES:** DISTRICT'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT PROVIDED TO OUTSIDE COUNSEL UNDER THIS AGREEMENT. THE PARTIES SHALL NOT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, IN CONNECTION WITH THIS AGREEMENT.

11. **DEFAULT:** A party shall be in default if it: (a) fails to perform any term, covenant, or condition contained in this Agreement; (b) files or is the subject of a petition for bankruptcy or insolvency; or, (c) has a court-ordered receiver or trustee appointed with respect to its assets.

12. **REMEDIES:** If a default has occurred and is continuing, the non-defaulting Party may, in its sole discretion, and individually or in combination with any other remedy:

- a. Terminate this Agreement upon ten or fewer days' written notice at the discretion of the non-defaulting Party. The non-defaulting Party shall specify the date of termination in its written notice of termination for default. The non-defaulting Party shall be paid for services satisfactorily rendered through the date of termination;
- b. Offset the amount of any outstanding liability of non-defaulting Party against funds otherwise due and owing hereunder or any other agreement with non-defaulting Party;
- c. Withhold funds due hereunder;
- d. Cure the default, in which event all reasonable amounts expended by the non-defaulting Party in effecting such cure shall be payable upon demand, with interest from the date of incurrence at the maximum rate permitted by law, and/or
- e. Exercise any other remedy available by law.

13. **TERMINATION**

- a. It is expressly understood and agreed that in an Event of Default by either Party under this Agreement, this Agreement may be terminated for cause by the non-defaulting Party. Termination for cause shall be upon ten (10) days written notice, and no work will be undertaken by non-defaulting Party after receipt of the notice of termination for cause, with the exception of actions necessary to effectuate the termination.
- b. It is further understood and agreed that either Party may terminate this Agreement for convenience and without cause at any time by giving the non-terminating Party thirty (30) days written notice of such termination. In such an instance, the non-terminating Party shall be entitled to compensation for services performed up to the effective date of termination.
- c. Upon receipt of written notice that this Agreement is terminated, the Outside Counsel will submit an invoice to the District for an amount that represents the value of services actually performed up to the date of termination for which Outside Counsel has not previously been compensated as provided for herein. Upon approval and payment of this invoice by the District, the District shall be under no further obligation to Outside Counsel for its services, but this Agreement's indemnification language shall survive.

14. **NOTICES**

Any notices or communications required or permitted to be given by this Agreement must be (i) given in writing and (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, or transmitted by electronic mail transmission (including PDF), to the

Party to whom such notice or communication is directed, to the mailing address or regularly-monitored electronic mail address of such Party as follows:

**NOTICE TO THE DISTRICT:**

<b>SITE/DEPARTMENT</b>	<b>Mt. Diablo Unified School District</b>
<b>GENERAL COUNSEL</b>	<b>General Counsel, Susanne Starecki Kim</b>
<b>CONTACT PERSON</b>	<b>Wendi Aghily</b>
<b>STREET ADDRESS</b>	1936 Carlotta Drive
<b>CITY, STATE, ZIP</b>	Concord, CA 94519
<b>TELEPHONE</b>	(925) 682-8000 x4005
<b>EMAIL ADDRESS</b>	<u><a href="mailto:stareckikims@mdusd.org">stareckikims@mdusd.org</a></u> <u><a href="mailto:aghilyw@mdusd.org">aghilyw@mdusd.org</a></u>

**NOTICE TO THE OUTSIDE COUNSEL:**

<b>OUTSIDE COUNSEL</b>	<b>GARRETT LAW LLP</b>
<b>CONTACT PERSON</b>	<b>ANDREW GARRETT</b>
<b>STREET ADDRESS</b>	120 WARD STREET #1058
<b>CITY, STATE, ZIP</b>	LARKSPUR, CA 94977
<b>TELEPHONE</b>	(     )
<b>EMAIL ADDRESS</b>	<b>ANDREW@GARRETT-LAW.COM</b>

Any such notice or communication shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) working day after such notice or communication is sent by overnight courier, or (iv) the day such notice or communication is sent electronically, provided that the sender has received a confirmation of such electronic transmission. A Party may, for purposes of this Agreement, change his, her or its address, email address or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other Party pursuant to this Section.

**15. CONFLICT OF FINANCIAL INTEREST**

- a. It shall be Outside Counsel's responsibility to know, and comply with, all requirements of California law pertaining Conflicts of Financial Interest in

contracting with public agencies. It is the obligation of the Outside Counsel to determine whether or not participation in a contract may constitute a conflict of interest. While the District staff maintains records regarding the award and execution of contracts, it does not have access to specific information concerning which entities, partners, subcontractors or team members perform specific work on these contracts. A conflict of interest or an unfair advantage may exist without any knowledge of the District. The determination of the potential for a conflict must be made by the Outside Counsel. Outside Counsel is responsible to notify the District immediately if it finds that a potential conflict may exist.

- b. Outside Counsel certifies that it has read, understood and will comply with conflict of interest laws and regulations, set-forth in Board Rule and Procedure 9270 / Conflict of Interest and the Appendix to Board Rule and Procedure 9270 / Conflict of Interest. Outside Counsel certifies that it does not know of any facts that constitute a violation of such provisions; and agrees to promptly notify the District if it becomes aware of any such facts during the term of this Agreement.

16. **NONDISCRIMINATION:** The District is committed to providing equal opportunity for all individuals in education. Outside Counsel understands and agrees that in providing services to the District, it is Outside Counsel's obligation to comply with Board Policy 0410: Nondiscrimination in District Programs and Activities, which requires that all District programs, activities, and practices be free from discrimination based on race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. To the extent that the services Outside Counsel will provide to the District under this Agreement include the provision of services to students, Outside Counsel further understands and agrees that, in providing such services to the District, Outside Counsel shall comply with Board Policy 6141: Curriculum Development and Evaluation, which recognizes that the District's curriculum may sometimes include instruction related to controversial issues that may arouse strong reactions based on personal values and beliefs, political philosophy, culture, religion, or other influences. The services provided by Outside Counsel shall not reflect adversely upon persons because of their race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. By signing this Agreement, Outside Counsel certifies that its programs, activities, and practices are free from discrimination and that it shall strictly adhere to and comply with District policies.

17. **PROPRIETARY INFORMATION OF DISTRICT; STUDENT INFORMATION**
- a. Outside Counsel understands and agrees that, in connection with this Agreement, the Outside Counsel may have access to proprietary and/or confidential information which may be owned or controlled by the District, the disclosure of which to third parties may be damaging to the District, its employees or students. Outside Counsel

- also understands and agrees that the disclosure of such information may violate state and/or federal law and may subject the Outside Counsel to civil liability. Consequently, Outside Counsel agrees that all information disclosed by the District to the Outside Counsel shall be held in strict confidence and used only in performance of the Agreement, unless disclosure is required by law or court order. Outside Counsel shall exercise the same standard of care to protect such information as is used to protect its own proprietary and/or confidential information and in no case less than a reasonable standard of care.
- b. Outside Counsel shall comply at all times with the requirements of the Family Educational Records Privacy Act ("FERPA") and relevant state law regarding the confidentiality and handling of student records, including but not limited to California Education Code sections 49073 and sequential. Outside Counsel is prohibited from accessing or using confidential student information under this Agreement unless it first obtains prior written parental consent, or an exception to federal and state privacy laws otherwise permits access to confidential student information applies. Even if access is permitted, Outside Counsel shall not use confidential student data for any purpose other than providing services to the District pursuant to this Agreement. Outside Counsel shall not re-disclose confidential student information to any third party without the prior written consent of the District and any such re-disclosure shall be consistent with state and federal law.
  - c. Use of Confidential Student Data for Program Evaluation/Studies. Outside Counsel's access to and use of confidential student data for purposes other than provided for under this Agreement requires prior written approval from the District's Office of Research, Planning and Accountability ("RPA"). Outside Counsel must complete and submit a Research Application to RPA and if RPA approves the Research Application, Outside Counsel must also execute a Data Use and Confidentiality Agreement ("DUA") with RPA.
  - d. Within thirty (30) days of the termination or expiration of this Agreement, if no subsequent agreement is in place between the Parties to allow Outside Counsel to have access to the District's confidential student data, then any such data that is in the possession of Outside Counsel shall be confidentially and securely returned to District in all forms in which the Outside Counsel is holding such data, including, if applicable, in a computer-readable format. Once such data is received by District, and, if applicable, District confirms that the computer-readable format is indeed readable, Outside Counsel shall securely destroy any remaining copies of the data that it holds in any form or media within fourteen (14) days of such confirmation from District. Outside Counsel shall destroy all such data utilizing a method of secure destruction that renders such information unreadable, such as shredding or burning, erasure of magnetic media, electronic deletion using file shredding software, or other industry-standard method of secure destruction. Upon request, Outside Counsel shall provide District with written certification that such destruction has occurred.
  - e. The confidentiality provisions of this Section shall survive the termination or expiration of this Agreement.

18. **HEALTH & SAFETY REQUIREMENTS FOR A CONTRACTOR:** If Outside Counsel will enter a District school site or facility in connection with performance of services under this Agreement or if the Outside Counsel will be in contact with District staff, contractors, or students, then the Outside Counsel shall maintain compliance with all local and state laws, health directives, orders, guidelines and policies, including but not limited to those related to COVID-19, and District policies, as updated from time to time. All costs to comply such requirements are the Contractor's responsibility. Evidence of compliance with these requirements shall be immediately available to the District upon request or audit. Contractor agrees that it is the Contractor's responsibility to be informed on the latest public health guidance on public health emergencies and to comply with that guidance accordingly. Where a conflict exists between this Agreement and any local or state public health order related to a current Public Health Emergency, the more restrictive guidance controls.
19. **AUDIT AND INSPECTION OF RECORDS:** Outside Counsel agrees to maintain and to permit the District to audit, examine and make copies, excerpts and transcripts of all records including without limitation accurate accounting books and records, invoices, timesheets, documents, reports, student records, payroll and personnel records and other materials and data related to Outside Counsel's performance of this Agreement, whether funded in whole or in part under this Agreement. The Outside Counsel shall maintain such records and data in an accessible location and condition for a period of not less than five (5) years after a final payment under this Agreement or until after final audit has been completed, whichever is later.
20. **SUBCONTRACTING:** Outside Counsel is prohibited from subcontracting this Agreement or any services provided pursuant to this Agreement without the prior written consent of the District.
21. **ASSIGNMENT:** It is understood and agreed that the services to be performed by the Outside Counsel under this Agreement are personal in character and neither this Agreement, nor any duties or obligations hereunder, shall be assigned or delegated by the Outside Counsel without the prior written consent of the District.
22. **WAIVER:** Either Party's failure at any time to enforce any default or right reserved to it, or to require performance of any of the Agreement's terms, covenants, or provisions by the other Party at the time designated, shall not be a waiver of any such default or right to which the Party is entitled, nor shall it in any way affect the right of the Party to enforce such provisions thereafter.
23. **RESERVED.**
24. **COMPLIANCE WITH LAWS AND BOARD POLICIES:** Outside Counsel shall keep itself fully informed of applicable federal, state and local laws, regulations, orders, and District Board Policies and Administrative Regulation affecting the performance of, or necessary to ensure the safe and appropriate performance of this Agreement, and shall at

all times comply with such laws, regulations, orders, District Board Policies, and Administrative Regulations as they may be amended from time to time.

25. **MODIFICATION OF AGREEMENT:** Any amendment or modification to this Agreement shall be by written instrument and shall only be effective upon execution by the duly authorized representatives of the Parties and approval or ratification by the Board of Education in an open, noticed meeting.
26. **GOVERNING LAW; VENUE:** This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of California, without regard to its conflict of laws rules. The venue for all litigation relative to this Agreement shall be Concord, California.
27. **SECTION HEADINGS:** The section headings contained herein are for convenience of reference only and are not intended to define the scope of any provision of this Agreement.
28. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof, and supersedes any prior or contemporaneous written or oral understanding or agreement, and may be amended only by written amendment executed by the Parties to this Agreement.
29. **EXECUTION OF THE AGREEMENT, EXECUTION IN COUNTERPARTS:** Original copies of this Agreement shall be executed by the respective Party's authorized signatories. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original agreement, but all of which shall be considered one instrument and shall become a binding agreement when one or more counterparts have been signed by each of the Parties and delivered to the other.
30. **SEVERABILITY:** If any term or provision of this Agreement shall be found illegal or unenforceable, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.
31. **APPENDICES:** The Appendices set-forth below and attached hereto are an integral and definitive part of this Agreement and are incorporated herein by this reference. In signing this Agreement, Outside Counsel certifies that it will comply with all laws, regulations, and MDUSD Board Policies; affirms that it is familiar with the laws, regulations, and MDUSD Board Policies; certifies that it does not know of any facts that constitute a violation of any such laws, regulations, and MDUSD Board Policies contained herein.

<b>Appendix A: Scope of Work or Services</b>
<b>Appendix B: Schedule of Fees and Charges</b>
<b>Appendix C: RESERVED.</b>
<b>Appendix D: Insurance Requirements</b>



IN WITNESS WHEREOF the Parties hereto have executed this Agreement, to be effective upon approval or ratification by the District's Board of Education on \_\_\_\_\_.

**INSERT LEGAL/OFFICIAL NAME OF LAW FIRM**

**MT DIABLO UNIFIED SCHOOL DISTRICT**

APPROVED:

APPROVED:

BY: Andrew Garrett

BY: [Signature]  
Superintendent Designee

Authorized Signature  
ANDREW GARRETT  
GARRETT LAW LLP

Date: 10/28/24

Date: 10-20-24

APPROVED AS TO FORM:

**Information regarding Outside Counsel:**  
(✓ one and complete W-9)

BY: [Signature]  
Legal Department

Type of Business Entity:

- Individual, no Employees
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State:
- Limited Liability Company
- Other: Limited Liability Partnership

Date: 10/29/24

**APPENDIX A**  
**SCOPE OF WORK OR SERVICES**

All services that Outside Counsel offers pursuant to this Agreement are subject to Outside Counsel's availability and shall be performed on a mutually agreeable date and time.

Outside Counsel hereby offers District webinar training services on a variety of medical risk management topics. Potential training topics may include healthcare confidentiality, minors' access to healthcare, minors' access to records, and child abuse reporting.

Outside Counsel does not offer and shall not provide any consulting services. Likewise, Outside Counsel does not offer and shall not provide any litigation-related services.

**APPENDIX B**

**SCHEDULE OF FEES AND CHARGES**

The breakdown of charges shall be as follows below for the services rendered pursuant to this Agreement.

Outside Counsel's flat fee schedule are as follows:

Contractor shall invoice its webinar training services as detailed in the table below. Contractor's rates for webinar training services shall reset each day and may not be spread across various days.

Rates for webinar training services:

<b>Training hours</b>	<b>Breaks</b>	<b>Total length of training. (All trainings occur over the course of one day.)</b>	<b>Total rate</b>
1	N/A	1 hour.	\$1,575
2	N/A	2 hours.	\$2,075
3	One fifteen-minute break.	3 hours, 15 minutes.	\$2,575
4	Two ten-minute breaks.	4 hours, 20 minutes.	\$2,875
5	Two fifteen-minute breaks, and one thirty-minute lunch break.	6 hours.	\$3,175
6	Two fifteen-minute breaks, and one one-hour lunch break.	7 hours, 30 minutes.	\$3,475

**\*Rate increases or changes as well as adding new billers not listed above must have prior approval from the District's General Counsel. Any request to add additional billing attorney(s) or staff must be made in writing in advance to the Legal Department, including the proposed hourly billing rate for each attorney/staff member. The Parties agree that the rates at which Outside Counsel bills the District will be the lowest current rate Outside Counsel's Firm charges any other public entity for comparable services.**

**Protocols:**

- 1) **Invoices must include all of the following: invoice date, Purchase Request #, dates of service, detailed description of service, payment rate, total payment due, remit to address, Outside Counsel's name, and contact information.**
- 2) **Costs: Must correlate payment to Outside Counsel with provision of Services detailed in Appendix A. The breakdown should list separately and in detail the rates pay, charges and expenses. Indirect fees/charges, fringe benefits, administrative cost, overhead costs and reference to insurance costs are prohibited.**

- 3) **Compensation.** The Outside Counsel's fee set forth in this Agreement shall be full compensation for all of Outside Counsel's Services incurred in its performance of the services set forth in Appendix A. The fee is not to exceed the amount and is not a guarantee of total payment, as payment is owed only for Services rendered. All reimbursements for supplies, materials, travel and/or mileage shall not exceed the amount set forth in the Agreement, and shall be listed separately and are subject to approval of the District. The fee shall be paid as indicated and the rate of pay shall not be changed for the Term of the Agreement. Any rates or pricing shall remain fixed for the Term of the Agreement.
- 4) **Method of Payment:** Outside Counsel shall submit invoices in a format approved by the District. Invoices must include the purchase order number, District site name, name of individual(s) performing duties, date(s) worked, hours worked. Outside Counsel shall submit invoices to the District via the District's authorized representative referenced in Section 14 (Notices).
  - a) Upon receipt and approval of Outside Counsel's invoices, the District agrees to make payments on all undisputed amounts within sixty (60) days of receipt of the invoice.

## APPENDIX D

### INSURANCE REQUIREMENTS

Outside Counsel shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Outside Counsel, its representatives, employees or subcontractors.

#### **I. MINIMUM SCOPE OF INSURANCE:**

- a. Commercial General Liability Insurance with limits not less than \$2,000,000 (two million dollars) each occurrence Combined Single Limit for Bodily Injury and Property Damage.
- b. Workers' Compensation Insurance, with Employer's Liability limits not less than \$1,000,000 (one million dollars) each accident. Outside Counsel has represented that it does not have any employees, and thus, this section is waived.
- c. Professional Liability (E & O) Insurance with limits not less than \$2,000,000.00 (two million dollars) each occurrence and in the aggregate. Coverage must at a minimum apply to negligent Errors and Omissions arising out of professional services, performed under the contract, with any deductible not to exceed \$100,000 each claim.
  - i. Additional Insured Status: The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Outside Counsel including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Outside Counsel's insurance.
  - ii. Primary Coverage: For any claims related to this contract, the Outside Counsel's insurance coverage shall be primary insurance coverage as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Outside Counsel's insurance and shall not contribute with it.
- d. Automobile Liability Insurance with limits not less than One Million Dollars (\$1,000,000.00) each accident Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired automobiles. A waiver of the Automobile liability insurance requirements may be requested by Consultant through the District's Contracts Office provided that Consultant will not use any automobiles in the performance of this Agreement. The parties understand and agree that the District shall rely upon the representations that the Consultant shall make in any such waiver. Outside Counsel has represented that it will not operate any motor vehicles in performance of this Agreement, and thus, this section is waived.

#### **II. ADDITIONAL REQUIREMENTS:**

- a. Waiver of Subrogation: Outside Counsel hereby grants to District a waiver of any right to subrogation which any insurer of said Outside Counsel may acquire against the District by virtue of the payment of any loss under such insurance. Outside Counsel agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.
- b. Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

- c. **Self-Insured Retentions:** Self-insured retentions must be declared to and approved by the District. The District may require the Outside Counsel to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- d. **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.
- e. **Verification of Coverage:** Outside Counsel shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District within 30 days of completion of the executed contract. However, failure to obtain the required documents prior to the work beginning shall not waive the Outside Counsel's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- f. **Special Risks or Circumstances:** District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.