

**AGREEMENT BETWEEN COUNTY COUNSEL AND
RAVENSWOOD CITY SCHOOL DISTRICT
FOR THE PROVISION OF GENERAL AND SPECIAL EDUCATION LEGAL
SERVICES**

THIS AGREEMENT entered into the 6th day of December 2019 by and between the **COUNTY COUNSEL OF THE COUNTY OF SAN MATEO**, hereinafter referred to as “County Counsel”, and the **RAVENSWOOD CITY SCHOOL DISTRICT**, hereinafter referred to as “District”;

WITNESSETH:

WHEREAS, the County Counsel has and continues to provide legal service and advice to the District and many other school districts within the County of San Mateo; and

WHEREAS, it is reasonable and necessary to set forth the various obligations and responsibilities of the parties in light of the District’s payment for the County Counsel’s legal services;

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions as hereinafter set forth, the parties hereto do hereby agree as follows:

1. County Counsel shall perform legal services and legal representation, including the handling of litigation, as may be requested by the District. Litigation services shall not include litigation for which the District has insurance coverage or is otherwise the obligation of the San Mateo County School Insurance Group.
2. The District shall pay for the 2018-2019 fiscal year the total of the average prior three years hourly legal services usage (fiscal years 2015-16, 2016-17, 2017-18) multiplied by the current hourly rate of \$232.00 for attorney time and \$127.00 for paralegal time. For the fiscal year 2019-2020, the District shall pay the total of the average prior three years hourly legal services usage multiplied by the then-current hourly rate of \$237.00 for attorney time and \$130.00 for paralegal time. For the fiscal year 2020-2021, the District shall annually pay the total of the average prior three years hourly legal services usage multiplied by the then-current hourly rate of \$242.00 for attorney time and \$133.00 for paralegal time. For the fiscal years 2021-2022 and 2022-

2023, the District shall annually pay a fixed amount, which shall be the total of the average prior three years hourly legal services usage multiplied by the County Counsel's then-current hourly rate. County Counsel will provide thirty (30) days written notice to District of any such increase in the hourly rate. Additionally, the District shall pay the actual costs of any out-of-pocket and extraordinary regular costs incurred by County Counsel in connection with the provision of its legal services, e.g., deposition costs, transcript costs, investigation fees, filing fees, extraordinary mailing costs, etc.

3. County Counsel shall render such legal advice to the District as may be requested by the Board of Trustees, the District Superintendent, or his or her designated representative. Attendance at meetings of the Board of Trustees shall be upon request of the District.

4. County Counsel shall periodically update the Board of Trustees and the Superintendent on legal issues pertaining to school districts and shall be available to provide staff training as is mutually agreed upon.

5. This agreement is for a term of five (5) years commencing July 1, 2018, and ending on June 30, 2023. This agreement may be terminated by mutual agreement of the parties at any time and by the District annually as of June 30, provided that the District has previously given ninety (90) days' advance written notice of its intention to terminate the agreement.

6. It is recognized and agreed that the District may from time to time need to retain the services of specialized legal counsel or when the County Counsel has a conflict of interest. District reserves the right to retain such other legal counsel which in its sole discretion it determines is necessary. County Counsel shall provide such advice to the District regarding the retention of other legal counsel as the District may request but in such circumstances shall be under no further obligation to provide legal service or advice regarding that matter, when such waiver is inconsistent with state law.

7. The District understands that the County of San Mateo is the County Counsel's primary client. Should there be a conflict between the District and the County in a matter, the District hereby consents to the County Counsel's withdrawal of representation of the District in order for the County Counsel to represent the County in any such matters, unless such waiver is inconsistent with state law.

8. County Counsel shall meet with the Board of Trustees, if requested by the District, to review the legal services provided under this agreement and shall consult with the District prior to the assignment of individual deputy county counsels to serve and represent the District.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

Dated: _____

COUNTY COUNSEL, SAN MATEO COUNTY

By: _____
JOHN C. BEIERS, COUNTY COUNSEL

Dated: December 6, 2019

RAVENSWOOD CITY SCHOOL DISTRICT

By: _____
GINA SUDARIA, INTERIM SUPERINTENDENT

ATTEST:

Marielena Gaona Mendoza
Clerk of the Board