

CONSULTANT AGREEMENT

THIS CONSULTANT AGREEMENT ("Agreement") is made and entered into as of the _____, 2020 by and between Perris Union High School District ("Customer"), and The Client Advantage Group, LLC ("Consultant"), as follows:

RECITALS

A. Customer desires to engage the consulting services of Consultant to provide Services, as defined in Section 1. below and on Exhibit A to this Agreement.

B. Consultant is an expert in the field of photocopiers, printer technology, related document output devices and document management workflow softwares and desires to provide consulting services to Customer.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, Customer and Consultant agree as follows:

1. Consultant's Services. Consultant shall perform the services described in Exhibit A attached hereto and any additional services requested by Customer in writing (collectively the "Services"). Additional services requested by Customer, if any, will require the execution of an addendum to Exhibit A which must be signed and dated by both parties. Consultant shall furnish and pay for all labor, materials, supplies, equipment, facilities and other expenses incurred for the timely and efficient performance of such Services unless mutually agreed otherwise, in writing. The term of this agreement shall begin on July 1st, 2020 and continue to the end date of the newly awarded Bid described in Exhibit A.

2. Fees. Upon completion of the Services, Customer shall pay Consultant a fee as set forth on Exhibit B. Customer payment terms are Net 30 days from receipt of invoice.

2.1 Travel and Other Expenses. The Client Advantage Group, LLC shall bear the cost of all travel and other expenses incurred by Consultant in relation to the Services and Customer shall have no responsibility or obligation to Consultant or a third party for travel or other expenses.

3. Schedule of Work. Consultant shall commence performance of the Services upon the execution of this Agreement or an addendum and shall complete all Services within the time-frame set forth herein or therein.

4. No Affiliation with Vendors. Consultant represents and warrants that its employees, officers, agents and directors (collectively "Consultant Agents") are not employees of any manufacturer, engineer or vendor of any product or service that Consultant may recommend as part of its Services, and Consultant and Consultant Agents will not receive or accept any pecuniary benefit from any vendor in connection with the Services for Customer.

5. Termination of Agreement. Customer shall have the right to terminate this Agreement or any Exhibit or addendum or to suspend the continuation of the Services upon 60 days notice, provided termination is due the Customer's deficit spending in the budget or willful misconduct by Consultant.

6. Documents. Customer and Consultant acknowledge and agree that all reports, technical data, work papers, drafts, related materials and other documents prepared by Consultant in the performance of its obligations under this Agreement (hereinafter "Documents") shall be at all times the sole property of Customer. Customer shall at all times have access to the Documents to inspect and make copies of the same. Consultant shall not use the Documents except as they relate to the Services. Upon the termination of this Agreement or once the Services have been completed, Consultant shall deliver all such Documents to Customer upon request.

7. Confidentiality. All information, discussions, memoranda and Documents prepared by Consultant or a Consultant Agent and made available by Customer are confidential and shall not be used by Consultant for any other job or services nor disclosed to or discussed with any persons, directly or indirectly, in whole or in part, except as required to perform the obligations of Consultant hereunder. The parties agree that information collected from and supplied by Customer to Consultant is confidential and may contain proprietary information. "Confidential Information" includes, without limitation, information relating to Customer's members, customers, vendors, employees, business plans, marketing plans, strategies, forecasts, financial information and the content of the deliverables produced under this Agreement.

Consultant agrees that it will hold in confidence all of Customer's Confidential Information (including the deliverables) and will not disclose or communicate, or permit the disclosure or communication of any such Confidential Information to any third party without the prior written consent of Customer. Upon the termination of this Agreement or once the Services have been completed, Consultant shall deliver all of Customer's Confidential Information, in whatever media, to Customer.

8. Compliance with Laws. Consultant shall comply with all federal, state and local laws, ordinances and regulations applicable to the performance of its obligations under this Agreement.

9. Quality of Services. Consultant warrants that the Services will be performed in accordance with the standards of care, workmanship, professionalism, skill and diligence ordinarily observed by an industry professional providing similar services as of the time the Services are performed. Consultant shall enforce strict discipline and good order among Consultant's employees and other persons authorized to perform the Services. Consultant shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

10. Indemnity. Consultant shall indemnify, defend and hold Customer, its parents, subsidiaries, affiliates, officers, directors, employees, representatives and agents harmless from and against all claims, actions, liabilities,

damages, losses, fines, penalties, costs and expenses, including (but not limited to) reasonable attorneys' fees, arising out of:

- (a) any act, activity or omission of Consultant while on Customer's premises or any other location where the Services are performed by Consultant for Customer;
- (b) any actual or alleged death of or injury to any person, damage to any property, or any other damage or loss, by whomsoever suffered, claimed to result in whole or in part from the Services provided under this Agreement;
- (c) any actual or alleged infringement of any patent, trademark, copyright or other right relating to any deliverables or equipment or materials used by Consultant in connection with this Agreement;
- (d) any actual or alleged violation of any law, statute, ordinance or any administrative order, rule or regulation relating to the services or deliverables provided under this Agreement; and
- (e) any breach or default by Consultant under this Agreement.

11. The foregoing provision shall not be construed to make Consultant responsible for any loss, damage, liability or expense to the extent resulting from injuries to third parties or damage to property if such loss, damage, liability or expense is caused by the sole negligence of Customer or its agents or employees.

12. Notices. All notices to Customer or Consultant required or permitted hereunder shall be directed to the addresses set forth beneath each party's signature hereto. All notices shall be written and hand-delivered or sent by overnight carrier or registered or certified mail, Return Receipt Requested, postage prepaid. Either party may notify the other of any substitute address. Notice given as aforesaid shall be deemed delivered upon date of receipt.

13. Costs and Attorneys' Fees. If any action is required to enforce, construe or interpret this Agreement or any provision contained herein, the prevailing party shall be entitled to its costs and reasonable attorneys' fees.

14. Venue, Jurisdiction, Applicable Law. This Agreement shall be construed under the laws of the state of California.

15. Assignment. Consultant shall not assign this Agreement without the prior written consent of Customer, which may be granted or withheld in Customer's sole and absolute discretion.

16. Severability. If any provision of this Agreement is held invalid or unenforceable, it shall not affect the validity or enforceability of all other provisions herein.

17. Waiver. No waiver by Customer of any breach or default by Consultant under this Agreement shall be construed as a waiver of the same or any subsequent breach or default, nor shall any delay or omission to seek a remedy or exercise a right be construed as a waiver by Customer of its right or remedies with respect to such breach or default.

18. Relationship of the Parties; Taxes; No Benefits. The relationship between Customer and Consultant is that of an independent contractor and Consultant agrees that it has not and shall not hold itself out as, nor shall Consultant be deemed to be, an agent of Customer. Consultant acknowledges and agrees to be solely responsible for payment of any applicable local, state or federal taxes. Further, Consultant acknowledges and agrees that Consultant will not be covered by any benefit programs by Customer, including without limitation, health and disability, insurance, social security, workers' compensation or unemployment compensation. Customer shall pay all applicable federal, state and local sales, use and excise taxes which may be assessed in connection with the Services provided under this Agreement.

19. Headings. The descriptive headings of this Agreement are inserted for convenience only and do not constitute any part of this Agreement.

20. Mutual Contributions. The parties to this Agreement have mutually contributed to the drafting of this Agreement. No provision of this Agreement shall be construed against any party on the ground that such party or its counsel drafted the provision.

21. Entire Agreement. This Agreement and the Exhibits constitute the entire and integrated agreement between the parties and all prior negotiations, representations and agreements, written or oral, if any, between the parties with regard to the subject matter of this Agreement are superseded and canceled hereby and shall not be used to interpret or construe this Agreement. No amendment or other modification of this Agreement shall be effective or enforceable unless in writing and duly signed and dated by each party hereto. In the event of a conflict between any term in this Agreement and the Exhibits, this Agreement shall govern.

ENTERED INTO THIS ____th DAY OF _____, 2020.

BY: Perris Union High School District
155 E 4th ST
Perris, CA 92570

Name: _____
Title - Please Print: _____
Signature: _____
Date: _____

BY: The Client Advantage Group, LLC
16766 Bernardo Ctr. Dr. Suite 204
San Diego, Ca. 92127

Officer's Name: David Tanner
Title – Please Print: President
Officer's Signature: _____
Date: _____

EXHIBIT A
DESCRIPTION OF SERVICES FOR CONTRACT RENWAL
Perris Union High School District

Service

A. Interim Term Support Over Current KMBS Premier Finance Lease term

1. Quarterly Vendor Compliance meetings to include Lease, Maintenance and Supply Agreements
2. Negotiate out of term pricing consistent with current RFP response by awarded vendor
3. Maintain compliance of PaperCut pricing consistent with new PaperCut pricing model
4. Asset District with management current vendor performance though newly awarded contract resulting from 2020 RFP.

B. Technology & Needs Assessment for New 2020 RFP

1. Overview Scope of Services meeting with customer Focus Team.
2. Review to include but not limited to internal customer satisfaction, current equipment right sizing, usage reports, cost analysis, vendor contracts, fleet device utilization, color usage, optimization workflows, document security, utilization of print driver properties and applications
3. Summarize data and create reports on:
 - Convenience Copier fleet contract status report for all services and equipment currently in place.
 - Equipment, service and supplies terms and conditions.
 - Determine Customer requirements consistent with newly developed document device and related technology strategies for vendor Bid opportunities.
 - Fax machine usage and analysis

C. Selection of Preferred Alternative:

1. Select Bid Model in cooperation with Customer Focus team.
2. Develop enforceable and measurable qualitative and quantitative performance standards.
3. Prepare Bid & Distribution List for review.

D. Bid/RFP Process:

1. Issue Bid in electronic format
2. Receive Responses to Bid
3. Quantify Responses to Bid
4. Evaluate and score responses to Bid

E. Contract Development

1. Review data and select finalist(s) with Customer Focus team
2. Interview finalist(s)
3. Select vendor with the Customer Focus Team
4. Negotiate Contract Terms
5. Advise & Review Contract
6. Customer and vendor execute new agreement.

F. Contract Administration Over Term of Newly Awarded Vendor Agreement

1. Assist Client with the technical and device selection alternatives as needed
2. Assist Client with lease vs buy analysis
3. Review and advise Client of the associated vendor documents for all added equipment and services to ensure compliance with awarded Bid
4. Participate with Client and Vendor in scheduled "Quarterly Vendor Performance Reviews" throughout life term of newly awarded vendor contract

To perform the Services described above, Consultant will conduct all necessary analysis, data collection and the physical interaction with various Customer employees. Consultant will introduce himself to each employee as an authorized consultant. Customer shall have the right to direct all services and make all final decisions as to vendor award. All external documentation will be supplied by Customer

The Client Advantage Group, LLC

Perris Union High School District

Signed _____

Signed _____

By: David Tanner

By: _____

Title President

Title

Date:

Date:

**EXHIBIT B
FEES**

Renewal Fee Structure:

The total fee for the services described herein shall be \$57,000.00 and is paid out in even increments over a three (3) year period of time (\$1583.00 monthly) resulting from a contract award to a vendor(s) selected by Customer to replace or add to current vendor.

In the event that Customer temporarily suspends awarding (once the Bid/RFP is formally issued) a new vendor contract for any reason, it must notify The Client Advantage Group in writing in advance of such intent. Only at such time will any projected fee award be temporarily suspended until such time that Customer resumes the award process, and then compensation to The Client Advantage Group, LLC will commence according to schedule.

The Client Advantage Group, LLC

Perris Union High School District

Signed _____

Signed _____

By: David Tanner, President

By: _____

Date: _____

Date: _____