

Fred Good and Associates, LLC

Consulting Services Master Agreement for 2018/19 – 2020/21

This Agreement is made between the Perris Union High School District, with a principal place of business at 155 E. 4th Street, Perris, California, 92570 and Fred Good and Associates, with a principal place of business at 23902 Flores Avenue, Laguna Niguel, California, 92677.

1. Services to be Performed

Fred Good and Associates agrees to perform the following consulting services for and on behalf of the Perris Union High School District:

Overall school facilities planning consultation, as deemed necessary and directed by the client. Listed below are representative examples of services and activities that may be required by the Consultant during the 2018-19, 2019-20 and 2020-21 school years:

- Provide assistance to the District with general facility-related matters and issues, as the need/s may arise. Provide assistance with planning for the short and long-term facility needs of the District.
- Provide continued consulting services, as required, for the ongoing and effective implementation of the District's Facilities Improvement Program.
- Assist with required ongoing activities associated with the identification of new school sites, as well as required activities related to site approvals and site acquisitions/s.
- Provide assistance with site-based and district-wide facility planning groups/committees, as required and directed by the District for a variety of facility improvement projects.
- Assess the current facilities planning and construction program within the District to determine if operational/procedural modifications may be beneficial in improving the future success of the District's facilities program.

- Assist with planning /interface activities, as required, with the District's elementary collaborative districts, other public agencies, the District's facilities team/consultants, local development project representatives, and constituency groups throughout the District.
- Continue the development of strategies that will need to be employed in order to achieve completion of the required/desired District facility improvements.
- Continue the refined development of a facility-financing plan to fund required/desired District facility improvements.
- Continue with the implementation of Educational Specifications, especially as they relate to the upcoming selection of architect/s.
- Provide periodic updates, as required and directed by the client, to the Board, staff and/or community regarding the Consultant's facilities planning/analytical efforts and activities.

2. Fees for Services

In consideration for the services to be performed by Consultant, Client agrees to pay Consultant at the rate of \$210 per hour according to the terms of payment set forth below. Services provided by the Consultant that require auto or air travel away from the Consultant's office location shall be billed on a portal-to-portal basis. While the actual scope of required services have not yet been defined, total fees for service for each school year will not exceed \$125,000.

3. Terms of Payment

Consultant shall invoice Client on a monthly basis for all hours worked pursuant to this Agreement during the preceding month. Invoices shall be submitted on Consultant's letterhead specifying an invoice number, the dates covered in the invoice, the hours expended, and the work performed in summary during the invoice period. Client shall pay Consultant's fee within 30 days of receiving Consultant's invoice.

4. Expenses

Consultant shall be responsible for all routine expenses incurred while performing services under this Agreement. This includes license fees, memberships and dues; automobile expenses; meals and entertainment, and insurance premiums. Should it be necessary for out-of-town travel to occur (it is envisioned that this would be primarily limited to trips to and from Sacramento on behalf of the Client) the Client shall reimburse expenses incurred therein. Costs associated with the production and/or reproduction of documents for the Client by the Consultant shall be reimbursed by the Client on an "actual cost basis." It is further agreed that the client shall only incur reimbursable expenses after prior approval and direction from the Client.

5. Materials

Consultant will furnish all material, equipment, and supplies used to provide the services required by this Agreement.

6. Independent Contractor Status

Consultant is an independent contractor and neither Consultant or Consultant's employees or contract personnel are, or shall be deemed, Client's employees. In its capacity as an independent contractor, Consultant agrees and represents, and Client agrees as follows:

Consultant has the right to perform services for others during the term of this Agreement.

Consultant has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed.

Consultant has the right to perform the services required by this Agreement at any place or location and at such times as Consultant may determine.

Consultant has the right to hire assistants as subcontractors or to use employees to provide the services required by this Agreement.

The services required by this Agreement shall be performed by Consultant, Consultant's employees, or contract personnel, and Client shall not hire, supervise, or pay any assistants to help Consultant.

Neither Consultant nor Consultant's employees or contract personnel shall receive any training from Client in the professional skills necessary to perform the services required by this Agreement.

Neither Consultant nor Consultant's employees or contract personnel shall be required by Client to devote full time to the performance of the services required by this Agreement.

7. Non-Assignment

Consultant shall not assign this Agreement or any interests therein without the prior written approval of the District. Any such attempt to assign or sublet this Agreement without District approval shall be invalid.

8. Commencement of Professional Services

Consultant shall not commence providing Services and/or the Products under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this section and Exhibit "A". In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this section and Exhibit "A".

9. Indemnification

Consultant shall defend, indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Consultant, its officials, officers, employees, agents, consultants and

contractors arising out of or in connection with the performance of the Services and/or the Products or this Agreement, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or legal proceedings of every kind that may be brought or instituted against District, its directors, officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials, officers, employees, agents or volunteers.

10. State and Federal Taxes

Client will not:

- Withhold FICA (Social Security and Medicare taxes) from Consultant's payments or make FICA payments on Consultant's behalf.
- Make state or federal unemployment compensation contributions on Consultant's behalf, or
- Withhold state or federal income tax from Consultant's payments.

Consultant shall pay all taxes incurred while performing services under this Agreement – including all applicable income taxes and, if Consultant is not a corporation, self-employment (Social Security) taxes. Upon demand, Consultant shall provide Client with proof that such payments have been made.

11. Fringe Benefits

Consultant understands that neither Consultant nor Consultant's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan for Client.

12. Unemployment Compensation

Client shall make no state or federal unemployment compensation payments on behalf of Consultant or Consultant's employees or contract personnel. Consultant will not be entitled to these benefits in connection with work performed under this Agreement.

13. Term of Agreement

This agreement will become effective July 1, 2018 and will terminate on the earlier of:

- The date Consultant completes the services required by this Agreement or
- The date a party terminates the Agreement as provided below or June 30, 2021.

14. Terminating the Agreement

Either party may terminate this Agreement any time by giving thirty days written notice to the other party of the intent to terminate.

15. Intellectual Property Ownership

Consultant assigns to Client all patent, copyright, trademark, and trade secret rights in anything created or developed by Consultant for Client under this Agreement. Consultant shall help prepare any papers that Client considers necessary to secure any patents, copyrights, trademarks or other proprietary rights at no charge to Client. However, Client shall reimburse Consultant for reasonable out-of-pocket expenses incurred. Consultant must obtain written assurances from Consultant's employees and contract personnel that they agree with this assignment. Consultant agrees not to use any of the intellectual property mentioned above for the benefit of any other party without Client's prior written permission.

16. Confidentiality

Consultant acknowledges that it will be necessary for Client to disclose certain confidential and proprietary information to Consultant in order for Consultant to perform duties under this Agreement. Consultant acknowledges that any disclosure to any third party or any misuse of

this proprietary or confidential information would irreparably harm Client. Accordingly, Consultant will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Client without Client's prior written permission except to the extent necessary to perform services on Client's behalf.

Proprietary or confidential information includes:

- The written, printed, graphic, or electronically recorded materials furnished by Client for Consultant to use.
- Any written or tangible information stamped "confidential", "proprietary", or with a similar legend, and
- Any information that Client makes reasonable efforts to maintain the secrecy of.

Consultant shall not be restricted in using any material that is publicly available, already in Consultant's possession or known to Consultant without restriction, or which Consultant from sources other than Client rightfully obtains.

Upon termination of Consultant's services to Client, or at Client's request, Consultant shall deliver to Client all materials in Consultant's possession relating to Client's business.

17. Billing Methodology

The Consultant shall, when requested by the District, invoice individual projects separately by line item showing the type and quantity of time expended on the specified project(s).

18. Conformity to Laws

Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the provision of the Services and/or the Products, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with providing the Services and/or the Products. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Consultant shall be solely responsible for all costs arising there from. Consultant shall defend,

indemnify and hold District, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

19. Consultant Records

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

20. Default Waiver

No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppels, or otherwise.

21. Applicable Law

The laws of the state of California will govern this Agreement.

Signatures

Client
Perris Union High School District

By _____
Signature

Typed or Printed Name

Title _____

Date _____

Consultant
Fred Good and Associates LLC

By _____

Signature
Fred Good

Typed or Printed Name
Title President

Date _____

EXHIBIT "A"

Insurance Requirements

A. Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

B. Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (A) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (B) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto).

C. Minimum Limits of Insurance. Consultant shall maintain limits no less than: (A) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (B) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage.

D. Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

(1) General Liability. The general liability policy shall be endorsed to state that: (A) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the Services and/or the Products or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (B) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained

by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it.

(2) Automobile Liability. The automobile liability policy shall be endorsed to state that: (A) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (B) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it.

(4) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees, agents and volunteers.

E. Other Requirements. All insurance required by this Section shall contain standard separation of insured provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents and volunteers. Any deductibles or self-insured retentions must be declared to and approved by the District. Consultant shall guarantee that, at the option of the District, either: (A) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officials, officers, employees, agents and volunteers; or (B) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the District. Consultant shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a

person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the District if requested. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

EXHIBIT "B"

FINGERPRINTING REQUIREMENTS. This contract is subject to the provisions of Education Code Section 45125.1. Contractors' employees are required to submit fingerprints to the Department of Justice where an employee may come into contact with students at any site. The Department of Justice will ascertain whether the employee has a pending criminal proceeding for a violent or serious felony or has been convicted of a violent or serious felony as they are defined in Penal Code Sections 667.5c and 1192.7c respectively. Contractor shall not permit an employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code Section 45122.1. Contractor shall certify in writing to the District that none of its employees who may come in contact with students have been convicted of a felony as defined in Education Code Section 45122.2. District may request the removal of an employee from a site at any time. Failure to comply with this provision may result in termination of the Contract.

ANTI-DISCRIMINATION. It is the policy of the District that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. Each Contractor agrees to comply with applicable Federal and California laws including, but not limited to, The California Fair Employment Practice Act, beginning with Government Code Section 12900, Labor Code Section 1735, and Title 5, Division 1, Chapter 1, Subchapter 4 of the California Code of Regulations. In addition, each Contractor agrees to require like compliance by any subcontractors employed on the work by him.

DRUG-FREE WORKPLACE. Pursuant to the requirements mandated by Government Code Section 8350 et seq., the Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the Contract, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.