

PROFESSIONAL SERVICES AGREEMENT

1. **IDENTIFICATION OF PARTIES.** This Agreement ("The Agreement"), executed in duplicate with each party receiving an executed original, is entered into on the eighth day of May, 2025, by and between the undersigned client, Perris Union High School District (hereafter referred to as "CLIENT") and The Sobel Group, Inc. (hereafter referred to as "TSG").

WHEREAS the CLIENT is in need of special services and advice;

WHEREAS such services and advice are not available at no cost from public agencies; and

WHEREAS TSG is specially trained, experienced, and competent to provide the special services required; and

WHEREAS such services are needed on a limited basis.

NOW, THEREFORE, the parties hereto agree as follows:

2. **SERVICES TO BE PROVIDED.** The services to be provided by TSG to CLIENT are as follows: CLIENT hereby retains TSG to assist with investigative services (including forensic accounting) for incidents occurring within the Perris Union High School District. CLIENT hereby authorizes TSG to do whatever TSG deems advisable in this matter, including (without limitation thereto): hiring additional investigators, experts or other services on CLIENT'S behalf, at CLIENT'S cost pursuant to paragraph number 5 below. If CLIENT desires that TSG provide any services not covered by this Agreement, a separate written agreement between TSG and CLIENT will be required. No promises or representations whatsoever have been made regarding the final outcome of any matter related to this Agreement. TSG will establish work hours for the services and TSG may work for other clients simultaneously, unless otherwise noted. TSG will determine the order or sequence of steps in performance of work.

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3. **RESPONSIBILITIES OF TSG AND CLIENT.** TSG will perform the services called for under this Agreement as an independent contractor and not as an employee of the CLIENT, keep CLIENT informed of progress and developments, and respond promptly to CLIENT'S inquiries and communications. TSG shall provide all services in a manner that, to the greatest extent possible, avoids any disruption to the educational process and the CLIENT'S business. TSG shall maintain any and all communications, records, and all other information, regardless of form, related to this Agreement and the services described herein as confidential and shall not disclose the same absent CLIENT's express written permission, a court order, or a lawfully issued subpoena. In the event TSG receives a court order and/or subpoena requiring disclosure of any such communications, records, and/or information, TSG shall immediately provide the same to CLIENT so that CLIENT may initiate steps to preserve the confidentiality of that information, should it choose to do so. TSG shall reasonably cooperate in any CLIENT efforts to maintain the confidentiality of any such communications, records, and/or information. CLIENT agrees to abide by this Agreement, to make payment on invoices in a timely manner as set forth herein, and to cooperate and require any employees of CLIENT to reasonably cooperate with TSG in any activities undertaken on the CLIENT's behalf.
4. **TERMS AND CONDITIONS.** The term of this Agreement shall be from May 8, 2025 through May 07, 2026, with an option for four additional one-year terms. As compensation for TSG's time, TSG shall be paid as follows: ONE HUNDRED NINETY-FIVE DOLLARS per hour, plus expenses. Tasks shall be billed in increments of one tenth of an hour, rounded off for each particular activity to the nearest one tenth of an hour. The minimum time charged for any particular activity will be one tenth of an hour.

If, while this Agreement is in effect, TSG increases the hourly rates being charged to clients generally for TSG's fees, that increase may be applied to any fees incurred under this Agreement as described above, but only with respect to services provided 30 days or more after written notice of the increase is mailed to CLIENT.

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If CLIENT chooses not to consent to the increased rates, CLIENT may terminate TSG's services under this Agreement by written notice effective when received by TSG, provided CLIENT executes and returns a Termination of Agreement form immediately upon its receipt from TSG.

CLIENT acknowledges that TSG has made no promises about the total amount of fees or costs to be incurred by CLIENT for each investigation under this Agreement, and that any deposit for fees does not represent an estimate of the total cost of services. Investigators' fees are not set by law but rather are negotiable between the investigator and client. CLIENT has agreed to the fees set forth herein.

5. COSTS. In addition to the fees described above, CLIENT will pay all "costs" in connection with TSG's representation of CLIENT under this Agreement. Costs under \$300.00 will be advanced by TSG and then billed to CLIENT. Costs over \$300.00 will be promptly submitted by TSG to CLIENT for CLIENT'S direct payment. Costs include those expenses which must be paid to third parties or otherwise incurred in the course of the representation. Costs include but are not limited to court fees, service of process charges, notary fees, database fees, deposition and or hearing costs, parking fees, mileage at the current IRS rate per mile, consultant or expert witness fees, and similar items. TSG agrees to obtain consent from CLIENT prior to incurring any outside services.
6. NOT TO EXCEED. TSG agrees not to exceed total charges of: FIFTY THOUSAND DOLLARS (\$50,000) for fees and costs without prior written consent from CLIENT.
7. STATEMENTS AND PAYMENTS. TSG will send CLIENT monthly invoices indicating TSG's fees and costs incurred, and their basis. CLIENT agrees to make payment in full of TSG's invoices within thirty (30) days of receipt. TSG may, at TSG's sole discretion, elect to bill certain services and costs as "No Charge" items. Any such "No Charge" billing by TSG shall be solely as a courtesy to CLIENT and

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shall not limit TSG's right to bill similar or even the identical type of services or costs, at their full rate, as they are incurred at any other time, on any future statement(s).

8. LATE CHARGES. If the entire balance shown due on any statement is not paid within 30 days from the statement date, a late charge equal to 1.5% of the outstanding balance will be assessed to CLIENT'S account.
9. NO DISCHARGE OF DEBT. CLIENT specifically acknowledges and agrees that any dollar amounts owed to TSG for fees and/or costs incurred by TSG on CLIENT'S behalf as set forth herein shall create a payment obligation on the part of CLIENT that shall not be discharged by CLIENT in any bankruptcy or other action instituted by CLIENT, or any of them, or otherwise. In the case of any petition in bankruptcy or similar action by CLIENT, CLIENT agrees to promptly execute a Reaffirmation Agreement on behalf of TSG, reaffirming CLIENT'S payment obligation to TSG and CLIENT'S agreement to pay same, as set forth herein.
10. ARBITRATION. CLIENT and TSG agree to have any and all disputes (except where CLIENT may request Arbitration of a fee dispute) that arise out of, or relate to this Agreement, including but not limited to claims of negligence or malpractice arising out of or relating to the services provided by TSG to CLIENT, decided only by binding arbitration in accordance with the provisions of the California Code of Civil Procedure Section 1280, *et seq.*, and not by court action, except as provided by California law for judicial review of arbitration proceedings. Judgement upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. TSG and CLIENT shall each have the right of discovery in connection with any arbitration proceeding in accordance with, and to the full extent allowed by, the California Rules of Civil Procedure section 1283.05. Any party initiating court action without first requesting arbitration as set forth herein expressly waives any claim to attorneys' fees and costs they may have otherwise been entitled to.

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11. ENFORCEMENT EXPENSES. Should it be necessary to institute legal proceedings for the enforcement of this Agreement, the prevailing party in any such proceeding shall be entitled to recover all court costs and reasonable attorney's fees incurred in prosecuting or defending said action.

12. INSURANCE AND APPLICABLE LAWS. TSG will provide insurance as follows:

- a. Commercial General Liability insurance for bodily injury and property damage, written on an occurrence form, in the combined single limit of not less than \$1,000,000 per occurrence; \$2,000,000 general aggregate.
- b. Automobile liability insurance with limits as required by the State of California (if applicable).

TSG and its employees shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances. TSG shall provide workers compensation insurance for its employees as required under California law.

13. INDEMNIFICATION. TSG agrees to and shall hold harmless and indemnify CLIENT, its officers, agents, and employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:

- a. Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage, expense sustained by TSG or any person, firm, or corporation employed by TSG upon or in connection with the services called for in this Agreement except for liability for damage referred to above which result from the sole negligence or willful misconduct of CLIENT, its officers, employees, or agents.

14. ASSIGNMENT. This Agreement is not assignable without written consent of the parties hereto.

15. DRUG, ALCOHOL, AND TOBACCOO FREE WORKPLACE. TSG hereby certifies, under penalty of perjury, under the laws of the State of California that under the

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Agreement it will comply with the requirements of the Drug-Free Workplace Act of 1988 (Government Code Section 8350 et. seq.). Therefore, the work site shall be kept drug and alcohol free at all times.

16. COMPLETE AGREEMENT. This Agreement constitutes the entire Agreement pertaining to the subject of the services TSG will be performing and the compensation for such services. Any modification of this Agreement shall be made in writing and signed by all Parties hereto. It is expressly understood and agreed by the Parties that should any provision or portion of this Agreement be held invalid, illegal, or void, the remainder of this Agreement shall nevertheless continue in full force and effect. Either party may terminate this Agreement at any time upon written notice to the other.

17. FINGERPRINT CERTIFICATION. TSG must execute a Certification by Contractor, Criminal Records Check school district form prior to the performance of any work (if applicable and required).

18. NOTICES. Any notices required under this Agreement shall be in writing and shall be deemed to have been duly served if delivered in person to CLIENT or, if delivered at or sent by registered or certified mail, to the last known business or home address of CLIENT.

19. GOVERNING LAW. The laws of the State of California shall govern the construction and interpretation of this Agreement.

20. EFFECTIVE DATE OF AGREEMENT. The effective date of this Agreement shall be the date first written above.

CLIENT HAS READ AND UNDERSTANDS THE FOREGOING, AGREES TO ALL OF ITS TERMS AND CONDITIONS, AND HAS RECEIVED AN EXECUTED COPY THEREOF.

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The Sobel Group, Inc.

By: 

Print Name/Title of Authorized Signatory:

David Sobel/President

P.O. Box 462637

Escondido, CA 92046

Dated: _____

Perris Union High School District

By: _____

Print Name/Title of Authorized Signatory:

155 E 4th Street

Perris, CA 92570

Dated: _____

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