

FACILITIES CONSULTING AGREEMENT

This Agreement is entered into on July 1, 2019, by and between the Willows Unified School District ("Client") and Hancock Park & DeLong, Inc. ("Contractor") for special services pertaining to the School Facility Program (SFP) administered by the State Allocation Board and Office of Public School Construction.

RECITALS

WHEREAS, Client is authorized by Section 53060 of the California Government Code to contract with and employ persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are trained and experienced and competent to perform special services required;

WHEREAS, Client is in need of such special school facilities consulting services and advice, and;

WHEREAS, Contractor is specially trained, experienced, and competent to perform the special services required by the Client, and is willing and able to perform services desired by Client;

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. Term of Agreement. This Agreement shall commence on July 1, 2019, and will diligently perform as required until Client determines no further assistance is needed. ("Term").
2. Description of Services. Contractor agrees to provide services to Client as identified in Exhibit A, "Description of Services," attached to this Agreement and incorporated by reference.
3. Compensation.
 - a. The total compensation to Contractor for this Agreement shall be billed at \$175.00 per hour not to exceed \$10,000 annually. Services (1) through (6) on Exhibit A shall be billed on an hourly basis as documented each month. Compensation shall be invoiced and paid on a monthly basis beginning on August 1, 2019, and continuing each month thereafter during the Term of the Agreement. The invoice shall be paid no later than the fifteenth day of each month.
 - b. Client also agrees to compensate Contractor for travel expenses associated with the performance of this Agreement, provided that such travel is requested and approved by Client.
4. Termination. At any time during the Term of the Agreement, either party may terminate this agreement, with or without cause, by giving written notice to the other party at least 30 days prior to the date of termination. In case of termination, Client shall be liable for all fees described under Section 3 above, including approved travel expenses and time spent on performance of services, up to the termination date.
5. Modification. This Agreement may be modified (including modification to the scope of work and/or compensation) by the parties through mutual written agreement.

6. Limitation on Liability; Indemnification.
- a. IN NO EVENT SHALL CONTRACTOR'S LIABILITY TO CLIENT, FOR ANY REASON ARISING OUT OF THIS AGREEMENT, EXCEED THE AMOUNT OF THE COMPENSATION ACTUALLY RECEIVED BY CONTRACTOR UNDER THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.
 - b. Each party shall defend, indemnify, and hold harmless the other party, and all of its agents, directors, officers, and employees from and against any and all claims, liabilities, losses, damages, judgments, costs, and expenses and threats thereof (collectively, "Claims") arising out of or in connection with this Agreement, except that a party need not defend, indemnify, and hold harmless the other party against Claims finally determined to have arisen solely from the other party's gross negligence or willful misconduct.
 - c. The Client shall be responsible for reviewing and verifying all data included in documents, forms, and reports prepared by the Contractor on behalf of the Client. The Client shall be responsible for meeting any certification requirements and shall be responsible for consulting legal counsel as related to the preparation and submittal of documents, forms and reports. The undersigned also understands that the Contractor cannot control the processes of the applicable Local, State, or Federal agencies in reviewing and approving any Client application or appeal request. The Contractor will use its best efforts to assist the Client with all agencies but cannot guarantee favorable results.
7. Notices to the Parties. All notices required or permitted under this Agreement shall be in writing and delivered by reliable and common methods as follows:
- To Hancock Park & DeLong, Inc.:
Christopher L. DeLong
President
925 L Street, Suite 1200
Sacramento, California 95814
(916) 662-7210
chris@hpdschools.com
- To Willows Unified School District:
Dr. Mort Geivett
Superintendent
823 W. Laurel St
Willows, CA 95988
530.934.6600 ext. 2
mgeivett@willowsunified.org
8. Independent Contractor. The parties agree that Contractor is an independent contractor. This Agreement shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, association, or any other relationship except that of independent contractor.
9. Waiver. No failure to exercise and no delay in exercising any right, remedy, or power, under this Agreement or by law, shall operate as a waiver of such right, remedy, or power.
10. Legal Costs. If any party to this Agreement shall take any action or proceeding to enforce this Agreement, the losing party shall pay to the prevailing party a reasonable sum for all fees, costs, and

expenses (including attorneys' fees) incurred in bringing such suit and/or enforcing any judgment granted.

11. Governing Law. The formation, interpretation, and performance of this Agreement shall be governed by the laws of the State of California.
12. Entire Agreement. The terms of this Agreement are intended by the parties to be in the final expression of their agreement and may not be contradicted by evidence of any prior or contemporaneous agreement. No change or waiver of any provision of this Agreement shall valid unless made in writing and executed in the same manner as this Agreement.
13. Severability. If any term or provision of this Agreement shall be found illegal or unenforceable, such term or provision shall be deemed stricken and the remaining elements of this Agreement shall remain in full force and effect.

This Agreement is duly executed as of the date written above:



Christopher L. DeLong
President
Hancock Park & DeLong, Inc.



Dr. Mort Geivett
Superintendent
Willows Unified School District

EXHIBIT A
Description of Services

Hancock Park & DeLong, Inc. (Contractor) will provide the following services to Willows Unified School District (Client):

- 1) Provide continuing technical assistance to the Client on the state and federal school facilities programs, laws and regulations including ad hoc questions related to the above.
- 2) Assist Client in identifying immediate facility needs, developing strategies for meeting the needs, and determining eligibility for state and federal funding where available.
- 3) Provide review of project budgets in concert with project design professionals to maximize funding opportunities.
- 4) Prepare required state forms for the preliminary and final approval of the site and project plans with the California Department of Education.
- 5) Prepare Office of Public School Construction and State Allocation Board application packages for eligibility and funding, as appropriate.
- 6) Provide liaison activities with the Office of Public School Construction, the California Department of Education, the Division of the State Architect and other agencies involved in the school facilities process as needed.
- 7) Provide documentation to the Client of services provided.