



Professional Services Agreement
Bonsall Unified School District

This Agreement for consulting services is entered into on September 12, 2019, by and between the Bonsall Unified School District herein referred to as the “District” and Eric Hall & Associates, a California Limited Liability Company, referred to as the “Consultant,” who agrees to provide services to the District under the terms, conditions and scope of services as described herein.

SCOPE OF SERVICES

Consultant promises and agrees to furnish all labor, materials, tools, equipment, services and incidental and customary work necessary to fully and adequately supply the professional consulting services necessary for the services as more particularly described as the work plan and scope of services in Exhibit A, attached hereto and incorporated herein by reference. The Consultant and District agree that the work performed as identified in Exhibit A is of a highly specialized nature, does not require any Associate or Consultant to possess a credential issued by the California Commission on Teacher Credentialing. The Consultant and District agree that employees in the District are not experienced or qualified to perform these tasks and as such the work performed qualifies as an independent contractor assignment and is not subject to earnings limitations and the time is not reportable to CalPERS or CalSTRS. The District declares that the work of EH&A is free from District control and direction and that the scope of services is outside the usual course of the District’s expertise and that EH&A is an independently established business providing services to local educational agencies.

TOBACCO-FREE FACILITY

The District and its facilities are tobacco-free environments. Tobacco use is prohibited at all times on all District properties.

FUND AVAILABILITY

Funding of this Agreement is contingent upon appropriation and availability of funds. Work performed in advance of contract approval shall be done at the sole risk of Consultant.

COMPENSATION/COSTS AND PAYMENT SCHEDULE

Consultant shall receive compensation, including reimbursements, for all services rendered under this Agreement at the rates set forth in Exhibit B, attached hereto and incorporated herein by reference. With prior approval of the District, the Consultant may sub-contract with other firms for specific legal, financial, demographic or other support, as necessary. Consultant shall be reimbursed directly for subcontractor’s costs including a 10% fee for processing contract, invoice documents and coordinating approvals and modifications of sub-contractors.

The District shall pay Consultant promptly. Consistent with the Prompt Payment Act, payment of an invoice will be paid within 30 days of receipt to the office referenced in this agreement. A penalty of 0.25 percent per calendar day shall be applied until payment in full is received. Penalties may not be waived, altered or limited by the District. Penalties and interest shall accrue to Consultant until invoice is paid.

CONFIDENTIALITY OF SERVICES OR WORK

All correspondence and dialogue between the parties, as well as documentation prepared by either party in conjunction with services performed under this Agreement shall remain confidential.

OWNERSHIP OF DOCUMENTS OR WORK

All documents prepared by Consultant pursuant to the scope of services of this Agreement shall be the property of the District. Consultant may use the content and form of such documents for other work performed by Consultant for other parties, so long as references to the District are only included upon express written consent of the District.

CONSULTANT & DISTRICT CONTACT NAMES & ADDRESSES

FOR THE CONSULTANT:

Eric J. Hall
President
Eric Hall & Associates, LLC
5245 Avenida Encinas, Suite A
Carlsbad, CA 92008
(760) 602-9352
eric@ehanda.com

FOR THE DISTRICT:

David Jones
Superintendent
Bonsall Unified School District
31505 Old River Rd.
Bonsall, CA 92003
(760) 631-5200
david.jones@bonsallusd.com

TERMINATION

This Agreement may be terminated by either party with a thirty (30) day written notice. In the event that the Agreement is terminated prior to the completion of the work as identified in Exhibit A, the Consultant shall be compensated for the work completed on a prorated basis.

INDEPENDENT CONTRACTOR

It is expressly understood that at all times, while rendering the services described herein, and in complying with any terms and conditions of this Agreement, the Consultant is acting as an independent contractor and not as an officer, agent or employee of the District. The Consultant shall not be required to keep specific work hours, equipment or a specific office, and shall use independent means and methods for performing the tasks as identified in the scope of services.

HOLD HARMLESS

Consultant agrees to hold harmless, defend and to indemnify the District, its officers, agents and employees against all claims, demands and causes of action by Consultant, employees or third parties on account of personal injuries or death or on account of property damages arising out of the work to be performed by the Consultant as identified in the scope of this Agreement and resulting from the negligent act or omissions of the Consultant, its agents, employees or subcontractors.

AUDIT

Consultant agrees to maintain and preserve, until three (3) years after termination of the Agreement with the District and to permit the State of California or any of its duly authorized representatives, to have access to and to examine and audit any pertinent financial documents, books, papers and records related to this Agreement.

NON-SOLICITATION

District agrees that during the term of this Agreement and for a period expiring one (1) year after the date of termination of this Agreement, District will not directly or indirectly solicit, hire or contract with any employees or independent contractors of Consultant for District's own benefit, or for the benefit of any other party. This one-year period shall be tolled for any time period that District is in violation of this paragraph.

The parties agree that the District will be liable to Consultant for liquidated damages for each violation of this paragraph, as follows: District shall pay the Consultant an amount equal to the greater of (a) one hundred percent (100%) of the gross amounts paid to the employee or independent contractor who was involved in the violation of this paragraph during the one-year period commencing as of the date the employee or independent contractor first receives payment as a result of District's violation of this paragraph or (b) one hundred percent (100%) of the gross revenues for the one-year period preceding the termination of this Agreement.

The parties agree that these measures of damages are reasonable compensation for Consultant's interest and investment in its business, employees, independent contractors and proprietary information. The provisions of this paragraph shall survive the termination of this Agreement.

INSURANCE REQUIREMENTS

Consultant shall maintain and shall cause each subcontractor to maintain General Liability and Property Damage Insurance to protect them and the District from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this Agreement. The minimum amounts of such insurance shall be as hereinafter set forth.

Amounts of Insurance:

Commercial General Liability	\$2,000,000 per occurrence
Professional Liability	\$2,000,000 per occurrence
Auto Liability for owned and non-owned vehicles	\$2,000,000 per occurrence

Upon request by the District, the Consultant shall provide, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the District as an additional insured.

GOVERNING LAW/VENUE

In the event of litigation, the Agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate State or Federal court located in San Diego County.

COMPLIANCE WITH LAW

Consultant shall be subject to, and shall comply with, all Federal, State and local laws and regulations applicable with respect to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours and conditions of employment, including nondiscrimination.

FINAL APPROVAL

This Agreement is of no force or effect until approved by the Board of Trustees of the District and executed by a District official delegated the responsibility by the Board.

ENTIRE AGREEMENT

This Agreement represents the entire Agreement and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed, such parties acting by their representatives being thereunto duly authorized.

DISTRICT: Bonsall Unified School District

CONSULTANT: Eric Hall & Associates, LLC

By: David Jones
Superintendent

By: Eric J. Hall, President



Print Name: _____

Print Name: Eric J. Hall

Date: _____

Date: September 5, 2019

Tax Payer Identification # 20 464 1725



***Bonsall Unified School District
Facility Support Services
Exhibit A***

Scope of Services and Work Plan – Phase I

- With District approval, EH&A shall subcontract and coordinate the preparation and receipt of a real estate Basis of Value report for the Gird Road property;
- EH&A will assist and review the general and the specific plan to identify potential restrictions and zoning requirements, react to comments and advice from the County of San Diego Planning Department and confer with other officials and individuals as requested by the District to gather relevant information to better inform the District in furtherance of its planning efforts, constraints, obstacles, opportunities and potential uses for the property;
- EH&A will provide the District with a list of potential options for District consideration, discussion and analysis specifically addressing various scenarios for alternate uses. This analysis will include a review of opportunities, constraints, strengths and risks of each option;
- EH&A will assist with the review and reporting of legal descriptions, preliminary title reports and other legal documents to identify property issues, easements and allowable uses;
- EH&A will obtain and provide a property profile for Gird Road to include, but not limited to, zoning, current permitted uses as well as plot and parcel maps;
- As necessary, EH&A shall subcontract and coordinate the identification of alternative sites for a high school working closely with the California Department of Education School Facilities and Transportation Services Division (SFTSD) Field Representative, using SFPD 4.0, 4.01, 4.02 and 4.03 forms that meet the criteria established by the State for sites usable and suitable for a high school;
- EH&A will work with the SFTSD and an approved subcontractor to create and present a feasibility study that provides options for location of a high school, other than the Gird Road site;

- EH&A will present findings and recommendations to the Superintendent and Cabinet by facilitating one to two meetings;
- EH&A will prepare, and present findings and recommendations based on criteria evaluated to the Board of Trustees and facilitate approximately three to five meetings in furtherance of the Board and Superintendent's interests.



***Bonsall Unified School District
Facility Support Services
Exhibit B***

Compensation and Payment Terms – Phase I

The services provided by EH&A for **Priority I – Phase I** shall be compensated on a time and expense basis and services shall be paid at the following rates:

Administrative Support, \$50 per hour
Junior Associate, \$100 per hour
Associate, \$125 to \$175 per hour
Senior Associate, \$195 per hour
Vice President, \$210 per hour
President, \$245 per hour

In addition to the hourly compensation as identified above, the Consultant shall be reimbursed for reasonable mileage, meals and other customary expenses if necessary. Travel to Sacramento or other locations involving hotel, airfare and other expenses shall be reimbursed if approved in advance by the District. The mileage reimbursement shall be at the IRS rate. The not to exceed amount for this agreement will be \$24,800.

The Consultant shall submit an itemized invoice on the 1st day of each month. Monthly invoices shall detail the date of work performed, a description of the tasks and days or portions of days worked shall be specified. The District shall process and pay invoices within 30 days of receipt.

Priority Two – Phase II

- I. Ideas for Long Term – Where to Place Schools; master planning to include demographics analysis, enrollment projections, capacity analysis, capacity to enrollment analysis, calculation of student generation rate, facility condition index and needs assessment.

Priority Three – Phase III

- I. Deferred Maintenance Preventative Plan – Life Cycle analysis and management planning, preventative maintenance plan, cost estimates for deferred maintenance corrective actions and needs analysis, capital implementation plan, routine restricted maintenance action plan, school locations master plan and evaluation of current school locations.

Costs for both Phase II and Phase III shall be determined following the completion of Phase I work.