AGREEMENT FOR CONSULTING SERVICES

This AGREEMENT FOR CONSULTING SERVICES (this "**Agreement**") is entered into as of September ___, 2020, by and between Eastshore Consulting LLC, a California limited liability company (the "**Consultant**"), and Jefferson School District, a California school district, ("**District**"), located in San Joaquin County, to provide analytical and negotiation support services in connection with the negotiation of amendments to development mitigation agreements between the District and real-estate developers.

RECITALS

A. District has multiple existing developer mitigation agreements which have been in effect with periodic amendment
B. The District anticipates the need to engage in negotiation to amend provisions of existing developer mitigation agreements
C. The District receives funding for facilities needs, as well as other facilities impact mitigations, as a result of existing developer mitigation agreements
D. The District requires assistance in assessing potential fiscal and facilities impacts, which may result from potential developer mitigation agreement amendments
E. The District is seeking guidance and advice with respect to the suitability of proposed developer mitigation agreement amendments to meeting its facilities needs and goals, and other priorities
F. Consultant is willing and able to assist in analysis of potential amendments to developer mitigation agreements and provide guidance and recommendations as to their suitability for meeting District goals
G. Consultant is willing to support negotiations with developers to seek terms to meet its goals of the District
H. Intending to be legally bound and in consideration of these recitals and the mutual covenants, agreements, representations and warranties set forth in this Agreement, the parties agree to the following terms and provisions:

AGREEMENT

1. Consulting Services. Consultant is willing and able to perform the consulting services (the "**Services**") set forth in **Exhibit A** hereto and by this reference made a part hereof. Consultant agrees to perform such Services in a professional, competent and quality manner pursuant to the terms and conditions of this Agreement. District shall engage the Consultant as needed for the Services set forth in **Exhibit A** hereto and by this reference made a part hereof. Both parties covenant and agree to work cooperatively to achieve the efficient and timely completion of the Services and work products contemplated herein.

2. Term/Termination

2.1. Term. The term of this Agreement shall commence as of the date first written above and expire on June 30th, 2022 (the "**Term**"), unless extended or sooner terminated as provided in Section 2.2. The parties may extend the Term from time to time by mutual written agreement upon such terms and conditions as the parties stipulate.

2.2. Termination. Notwithstanding the Term, this Agreement may be terminated (i) by either party upon the other party's material breach of any of the material terms, conditions or provisions of this Agreement, provided that such breach is not cured within thirty (30) days of receipt of written notice specifying the material breach; (ii) at any time upon the mutual written agreement of the parties and in the manner therein provided; (iii) immediately by either party by giving written notice if the other party fails to maintain in good standing all legally required licenses and/or certificates or ceases to conduct business in the normal course, becomes insolvent, enters into bankruptcy proceedings or becomes subject to any other judicial proceedings that relate to insolvency or protection of creditor's rights; or (iv) without cause, by District providing sixty (60) days written notice to the Consultant.

2.3. Effect of Termination/Expiration. Upon receipt of notice of termination from District, Consultant shall not unnecessarily incur any additional expense or perform any further Services without the prior written approval of District. Should District terminate this Agreement, Consultant shall be entitled to payment for Services satisfactorily performed by it to the date of termination and reimbursement of expenses reasonably incurred up to that date. Any amount advanced by District that exceeds fees and approved expenses incurred shall be reimbursed by Consultant to District.

3. Compensation and Reimbursement

3.1. Consulting Fees and Terms of Payment. District shall pay Consultant for the Services in the amounts and in accordance with the terms set forth in **Exhibit B** hereto and by this reference made a part hereof. Consultant shall promptly be paid payments set forth in **Exhibit B**, and shall be paid within thirty (30) days after receipt by District of Consultant's invoice and any additional information reasonably and timely requested by District.

3.2. Reimbursement of Expenses. District shall reimburse Consultant for approved costs and disbursements incurred by Consultant in the course of the performance of the Services. Consultant shall furnish an itemized statement of costs and disbursements, which may typically include from time to time one or more of the following (by way of example and not limitation): postage and courier charges, long distance phone calls, copying costs, airfare, meals, lodging, ground transportation, car rentals, gasoline, etc. Payment of any such expenses shall require the approval of District, which approval shall not be unreasonably withheld, delayed or conditioned. Reimbursement of expenses shall be paid concurrently with the next due date for payment of Consulting fees.

4. Covenants, Representations and Warranties of District

4.1. Due Organization and Authority. District warrants that it is duly organized and in good standing as a California school district, under the Constitution and laws of the State of California and has full power and authority to enter into this Agreement.

4.2. Access to Information and Personnel. District agrees to provide or make available on a timely, complete, fair and accurate basis, to the fullest extent practicable, all necessary information reasonably requested by Consultant for the performance of the Services contemplated by this Agreement. District shall cooperate with Consultant by providing Consultant with regular opportunities to consult with such District staff, governing board members and other involved parties as Consultant deems reasonably necessary to competently perform the Services contemplated by this Agreement.

4.3. Further Assurances. District shall take such further actions as may be reasonably necessary or appropriate to carry out and comply with all of the terms and provisions of this Agreement and the transactions and Services contemplated hereunder.

5. Covenants, Representations and Warranties of the Consultant

5.1. Due Organization and Authority. Consultant warrants that it is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of California and has full power and authority to enter into this Agreement and perform the Services.

5.2. Performance of Services/Compliance with Laws. The Services performed by Consultant, its employees and agents, will be of a high quality and performed in a competent and professional manner in accordance with industry standards and practice, and in compliance with all applicable laws and regulations, including but not limited to any applicable licensing requirements to which Consultant is subject.

5.3. Insurance. At all times during the Term, Consultant shall carry the following insurance: (i) commercial general liability coverage of $1,000,000 per occurrence, **$1,000,000 aggregate**; (ii) automobile liability insurance coverage of $1,000,000; and (iii) property damage coverage in an amount reasonably necessary to cover its property used in connection with the Services. In addition, Consultant shall carry and maintain at all times professional liability insurance in the amount of at least $2,000,000. At the request of the District, Consultant shall provide certificates of all insurance described above. Consultant shall not cancel or modify any such insurance without providing District at least sixty (60) days written notice.

6. Confidential Information. In the course of rendering Services, Consultant and its employees and agents may receive, review or otherwise have access to proprietary financial, technical and other information that is not available to the public and not intended to be disclosed to the public ("**Confidential Information**"). In such event, Consultant and its employees and agents shall hold Confidential Information in strict confidence and shall use all

Confidential Information only as necessary in connection with the performance of the Services. The obligations of Consultant pursuant to this Section shall survive any termination or expiration of this Agreement. It is mutually acknowledged and agreed that District is entitled to immediate injunctive relief in the event of any violation of this Section. For purposes of this Section, "Confidential Information" does not include information that (i) is, at the time of disclosure, or thereafter becomes, a part of the public domain via a source other than the Consultant, or (ii) is discovered by Consultant from a public source that is not under a confidentiality obligation owing to District. The confidentiality obligations of Consultant shall survive the expiration or termination of this Agreement.

7. Independent Contractor. Consultant is an independent contractor of District. This Agreement shall not create the relationship of employer and employee, a partnership or a joint venture between District and Consultant. Subject to the terms of this Agreement, Consultant shall determine the number of days and hours of its work. Consultant shall be solely liable for the compensation, employment taxes, fringe benefits, work schedules and work conditions of its employees and agents and shall indemnify and hold District harmless from any claim or loss relating to the same.

8. Assignment/Subcontracting. Consultant shall not assign its interest in, or delegate the performance of its obligations under, this Agreement to any other person or entity. Consultant shall not subcontract any Service under this Agreement without advance written approval from District. Any such subcontract, if approved, shall incorporate by reference the terms and conditions of this Agreement. This Agreement inures to the benefit of the parties and their permitted successors and assigns.

9. Nondiscrimination. Consultant shall comply with all applicable federal, State and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, handicap or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.

10. Ownership of Results. Any interest of the Consultant in studies, reports, memoranda, computation sheets or other documents prepared by Consultant in connection with Services to be performed under this Agreement shall become the property of and will be transmitted to District upon request.

11. Dispute Resolution/Attorneys' Fees

11.1. Voluntary Mediation. In the event a dispute arises from or relates to this Agreement and the parties are unable to settle the dispute between them, the parties agree to consider and discuss in good faith whether the dispute should be referred to a mutually agreeable independent mediator to facilitate a settlement. If the parties mutually consent to such referral, then the dispute shall be so referred within twenty (20) days of such agreement. The parties will share the costs of mediation equally.

11.2. Attorneys' Fees. Each party shall bear their own attorneys' fees should either party institute any action or proceeding in court or arbitration to enforce any provision hereof or for damages by reason of any alleged breach of this Agreement or for a declaration of such party's rights or obligations hereunder, or for any judicial remedy.

12. Limitation of Liability. Except to the extent finally determined to have resulted from the fraud, willful misconduct or gross negligence of Consultant, Consultant's liability for monetary damages for any loss, claim or harm suffered by District in connection with Consultant's performance of the Services hereunder, irrespective of the theory of liability asserted, shall be limited to an amount no greater than the total amount of fees paid to the Consultant under this Agreement. In no event shall Consultant be liable for any claim of lost profits, revenue or goodwill, or for any other consequential, indirect, incidental, punitive, exemplary or general damages. Similarly, the foregoing shall be given reciprocal effect, to the end that in no event shall District be liable for any claim of lost profits, revenue or goodwill, or for any other consequential, indirect, incidental, punitive, exemplary or general damages. Except to the extent finally determined to have resulted from the fraud, willful misconduct or gross negligence of District, District's liability shall be limited to an amount no greater than the amount of unpaid fees and costs due and owing (or to become due and owing) to Consultant hereunder, plus interest thereon. No insurer, contractual guarantor or other third party shall be construed to be a third party beneficiary of the terms of this Section or otherwise entitled to the benefits of this Section. The provisions of this Section shall survive the expiration or termination of this Agreement.

13. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to nor shall be construed to confer upon any person, firm, corporation or other entity, other than the parties to this Agreement and their permitted successors and assigns, any remedy or claim under or by reason of this Agreement as third-party beneficiaries or otherwise. The terms and conditions of this Agreement are for the sole and exclusive benefit of the parties to this Agreement.

14. Miscellaneous Contractual Matters

14.1. Applicable Law. This Agreement shall be governed by and construed under the laws of the State of California without reference to its conflicts of law principles. The venue for the resolution of any dispute shall be in the Superior Court of the County of San Joaquin and no other place.

14.2. Entire Agreement/Modification. This document contains the entire agreement of the parties regarding the subject matter described in this Agreement, and all other promises, representations, understandings, arrangements and prior agreements are merged into and superseded by this Agreement. This Agreement may only be modified by a written agreement of the parties signed by an authorized representative of each party.

14.3. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14.4. Severability. If one or more of the provisions of this Agreement are held to be unenforceable under then applicable law, each such provision shall be excluded from this Agreement and the balance of the Agreement shall be construed as if such provision(s) were absent *ab initio*, and the remainder of this Agreement shall be enforceable in accordance with its terms.

14.5. Notices. All notices or other communications shall be in writing and delivered to the addresses below the signatures to this Agreement. Such addresses may be changed by notice to the other party in accordance with this Section. Notice shall be deemed effectively given: (1) upon personal delivery to the party to be notified; (ii) when sent by confirmed facsimile or electronic mail if sent during normal business hours and, if not, then on the next business day; (iii) one day after deposit with a nationally recognized overnight courier service, specifying next day delivery, with written verification of receipt; or (iv) four days (Sundays and holidays excluded) after a certified mailing, return receipt requested, via the USPS, first class/certified postage prepaid.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized officers or representatives, who warrant their authority to sign, as of the date first above written.

JEFFERSON SCHOOL DISTRICT

By:_____
James Bridges, Ed.D.
Superintendent

Notice Address:
Jefferson School District
Attn.: James Bridges, Ed.D.
1219 Whispering Wind Drive
Tracy, CA 95377

Tel: (209) 836-3388
E-mail: jbridges@jsdtracy.com

EASTSHORE CONSULTING LLC

By:_____
Shin B. Green
Principal

Notice Address:
Eastshore Consulting LLC
Attn.: Shin B. Green
1714 Franklin Street, #100-406
Oakland, CA 94612-3409

Tel: (510) 725-2930
Email: shin@eastshoreconsulting.com
EIN: 45-4559705
SEC #: 867-01304
MSRB ID: K0786

EXHIBIT A

SCOPE OF SERVICES

To successfully achieve the District's goals of analyzing and negotiation potential developer mitigation agreement amendments to meet District goals, it will require a project team, seamlessly working together on interconnected financial, facilities and legal matters.

The project team, working in tandem, will communicate on a regular basis through frequent contact amongst themselves and with the District. The project team will provide presentations to the District Board of Education and at various other public meetings, as requested and at times mutually agreed upon with the District.

Within this overall coordination of the District's efforts, Consultant will:

- Assist in negotiations, discussions and interactions between the District and developers, including attendance of meetings, provision of analytical support, and reporting to the District Board of Education and school community
- Assist in development and review of developer mitigation agreement amendments aligned to the District's goals
- Examine financial and facilities impacts of proposed amendments to existing District developer mitigation agreements
- Provide recommendations on the suitability of potential developer mitigation agreement amendments to District goals

EXHIBIT B

TERMS OF COMPENSATION OF EASTSHORE CONSULTING LLC

Compensation for Consulting Services to be provided to District by Consultant shall be in the amounts detailed below:

1. CONSULTING FEES

For Consulting Services, compensation will be an hourly fee of $250 per hour, not-to exceed $25,000 per fiscal year, unless previously agreed to by District.

In addition to hourly Consulting Service compensation, the Consultant shall receive a one-time fee of $2,500 payable upon first invoicing of hourly Consulting Service compensation for time and expense associated with review of existing agreements and background research in anticipation of developer negotiations.

2. EXPENSES

Reimbursable expenses including data purchases, travel and costs of materials required for meetings will be reimbursed after submission of an itemized accounting to District for approval and are due in alignment with payment of other fees. Expenses for the duration of this agreement shall not exceed $1,000 per month, unless previously agreed to by District.

Billing for fees and expenses shall be provided quarterly as required.