

GRANT WRITING SERVICES AGREEMENT

DATED: June 9, 2022

PARTIES: California Consulting, Inc. (hereinafter the “Consultant”); and
Azusa Unified School District, (hereinafter the “Client”)

AGREEMENT:

The undersigned hereby agree to the following terms and conditions:

Section 1. Duties of Consultant: During the term of this Agreement, Consultant shall provide the Client as follows:

- a. Grant research, targeted grant research on projects specifically identified by the client, identification of funding opportunities, and grant writing services at direction of Client;
- b. Offering Client general advice on matters involving funding mechanisms, grants research, identification, and writing; and
- c. Perform post-grant award administration on the grants which are awarded to the Client, including the filing of required documents by the proscribed deadlines set by the awarding entity.

Section 2. Time for Performance of Duties: Notwithstanding any other term or condition of this Agreement, Client specifically acknowledges that Consultant has other clients and/or outside employment. Consultant shall have control over the time and manner of performing its duties described in Section 1, and shall make available such time as it, in its sole discretion, shall deem appropriate for the performance of its duties under this Agreement.

Section 3. Term of the Agreement: The effective date of this Agreement is July 1, 2022 - June 30, 2023 and shall continue on a month to month basis allowing either party to discuss new terms at any time.

Section 4. Compensation: Client shall pay Consultant \$5,666 per month as compensation for Consultant’s grant writing services as described in Section 1. Consultant will provide Client with a written invoice. Client agrees to pay the invoice within 30 (thirty) days of receipt.

Section 5. Expenses: The Client agrees to reimburse the Consultant for reasonable out-of-pocket expenses related to performing services on behalf of the Client. Such expenses typically might include, but are not limited to, mileage, conference calls, copies, binding costs, postage, parking, travel, and lodging expenses. Consultant shall provide Client with a receipt and a description of the expense with the invoice.

Section 6. Relationship: Consultant shall perform its grant writing services hereunder as an independent contractor and not as an employee of the Client or an affiliate thereof. It is expressly understood and agreed to by the parties hereto that Consultant shall have no authority to act for, represent or bind the Client or any affiliate thereof in any manner, except as may be agreed to expressly by the Client in writing from time to time.

Section 7. Confidentiality: Except in the course of the performance of its duties hereunder, each party agrees that it shall not disclose any trade secrets, know-how, or other proprietary information not in the public domain learned as a result of this Agreement. Similarly, the parties agree that they shall not disclose or divulge this Agreement, or any of its term or conditions to third parties, except as is necessary to perform the terms and conditions stated herein.

Section 8. Indemnification: The Client agrees to indemnify and hold harmless the Consultant, its members, officers, directors, employees, attorneys, and contractors and each person who controls Consultant or any of its affiliates from and against any demands, losses, claims, actions or causes of action, damages, judgment, arbitration awards, liabilities (whether absolute or accrued, contingent or otherwise), costs, and expenses whatsoever (including reasonable costs of investigation or defending any action) to which they or any of them may become subject under any applicable law arising out of Consultant's performance under this Agreement and will reimburse Consultant for all expenses (including counsel fees) as they are incurred. Consultant maintains liability insurance in the amount of one million dollars.

Section 9. Assignment: This Agreement shall not be assignable by either party; provided however, that Consultant shall have the discretion to allocate its duties hereunder to owners, affiliates, or employees of Consultant.

Section 10. No Guaranteed Result: Client acknowledges and agrees that Consultant does not have control over third party decision makers, and therefore Consultant makes no representations, warranties or guarantees that it can achieve any particular results. Consultant, however, shall act in good faith toward the performance of its duties described above.

Section 11. Prior Agreements: This Agreement shall supersede any prior agreements between the parties, and serves as the sole and only agreement between them. This Agreement may only be modified by a writing signed by both parties.

Section 12. Governing Law: This Agreement shall be deemed to be a contract made under the laws of the State of California and for all purposes shall be construed in accordance with the laws of said State.

Section 13. Attorney's Fees: The prevailing party in any action filed that arises out of this Agreement shall be entitled to recoup their reasonable attorney's fees and costs from the other party.

Section 14. Notices: All notices will be sent via certified mail or overnight courier to:

Consultant at: California Consulting, Inc.
214 Main Street, Suite 102
El Segundo, CA 90245

Client at: Azusa Unified School District
546 S. Citrus Avenue,
Azusa, CA 91702

Section 15. Termination: This Agreement may be terminated by either party for any reason not in violation of federal and/or California State law upon thirty (30) days written

notice to the other party. Client shall compensate Consultant for all services rendered prior to the date of termination. There shall be no liquidated damages in the event of termination under this provision.

IN WITNESS THEREOF, this Agreement is executed on the dates set forth below and effective on the date first set forth above.

“CONSULTANT”

“CLIENT”

California Consulting, Inc.

Azusa Unified School District

By _____

Steven N. Samuelian, CEO

Name: Norma Carvajal Camacho

Title: Asst. Superintendent, Ed. Services