

Agreement for Educational Consultant Services

This agreement is made this 13th day of March, 2013 between BCA Architects (Consultant) and the Hermosa Beach City School District (District) of Los Angeles County for the time period of March 13, 2013 to June 30, 2013. The consultant agrees to perform the following services for the District:

- School architectural expertise

The time and place of these services is to be designated by Patricia Escalante, Superintendent. The District agrees to pay the Consultant an amount not to exceed a total of \$5,000.00. All expenses (travel, meals, etc.) are included in the consultant fee.

Payment for services will be made in full upon receipt of an invoice for time worked. The invoice shall include dates and number of hours of service. Payment shall be made by the District no later than thirty days after verification of services for which the District has been invoiced.

It is expressly understood and agreed to by both parties hereto that the Consultant, while engaged in carrying out and complying with the terms and conditions of this contract, is an independent contractor and is not an officer, agent or employee of the aforesaid District.

The Consultant agrees to defend, indemnify and hold harmless the District, its offices, agents, employees and volunteers from all loss, costs, and expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising of activities of the Consultant or those of any of its officers, agents, or employees, whether such act is authorized by this Agreement or not; and the Consultant will pay for any and all damage to property of the District, or loss or theft of such property, done or caused by such persons. The District assumes no responsibility whatsoever for any property placed on premises. The Consultant further agrees to waive all rights of subrogation against District. The provisions of the Article do not apply to any damages or losses caused solely by the negligence of the District or any of its agents or employees.

The Consultant acknowledges that the Consultant is not an employee of the District and therefore not entitled to Worker's Compensation benefits established by Statute.

CONSULTANT

Paul Bunton, AIA
President/CEO, BCA Architects
Address: _____
City/State/Zip: _____
Phone #: _____
Tax ID #: _____

Date: _____

DISTRICT

Patricia Escalante
Superintendent
Hermosa Beach City School District
1645 Valley Drive
Hermosa Beach, California 90254
(310) 937-5877

Date: _____