

**HARBOR COMMUNITY BENEFIT FOUNDATION
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**

This Agreement for Professional Consulting Services (“Agreement”) is made on this _____ day of June, 2018, by and between the Harbor Community Benefit Foundation, a California nonprofit public benefit corporation (“HCBF”) and Meghan Reese, an individual (“CONSULTANT”), each a “party” and referred to collectively herein as the “parties.”

RECITALS

- A. CONSULTANT recently resigned as Executive Director of HCBF and as a result, HCBF needs the part-time services of a qualified independent contractor to perform the functions of the Executive Director on an interim basis pending the hiring of a new Executive Director.
- B. By virtue of her tenure as Executive Director, CONSULTANT possesses the knowledge necessary to perform those services.
- C. HCBF desires to engage CONSULTANT on a limited basis and CONSULTANT is willing to provide the above-described services on the terms set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and representations set forth below, HCBF and the CONSULTANT mutually agree as follows:

- 1. **SERVICES/SCOPE OF WORK.** CONSULTANT shall perform those services set forth in the Scope of Services attached hereto as Exhibit A and incorporated herein by reference. CONSULTANT shall perform the services in accordance with the professional standards of care applicable to her profession. It is expected that CONSULTANT will devote an average of twenty (20) hours per week in the performance of his services under this Agreement.
- 2. **TERM OF AGREEMENT.** The term of this Agreement shall commence upon execution by both parties and shall remain in effect until terminated by either party pursuant to the provisions of Section 5.
- 3. **PAYMENT FOR SERVICES.** CONSULTANT shall be compensated on an hourly basis at the rate of \$75/hr for services provided pursuant to this Agreement. Compensation shall under no circumstances be increased except by written amendment of this Agreement. CONSULTANT shall be paid within thirty (30) days of presentation of an invoice to HCBF for services performed to HCBF’s satisfaction. CONSULTANT shall submit invoices monthly describing the services performed by line item and category, the date services were performed, a description of reimbursable costs, and any other

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information requested by HCBF. Costs for travel must be approved in advance by the Board Chair to qualify for reimbursement.

4. CONTRACT ADMINISTRATION.

4.1. **HCBF's Representative.** Unless otherwise designated in writing, the Board Chair shall serve as HCBF's representative for the administration of this Agreement. All activities performed by CONSULTANT shall be coordinated with this person.

4.2. **Manager-in-Charge.** Meghan Reese shall be in charge of the project on all matters relating to this Agreement and any commitment made by her shall be binding.

5. TERMINATION.

5.1. **Termination for Convenience.** Either party may terminate this Agreement without cause and in its sole discretion at any time by giving the other party thirty (30) days' written notice of such termination. In the event of such termination, CONSULTANT shall cease services as of the date of such notice, unless HCBF specifically requests specific services to be continued through the date of termination, in which case CONSULTANT shall complete those services to HCBF's reasonable satisfaction. CONSULTANT shall be compensated for services performed to HCBF's reasonable satisfaction up to the date of such notice or termination, as the case may be.

5.2. **Termination for Cause.** All terms, provisions, and specifications of this Agreement are material and binding, and failure to perform any material portion of the work described herein shall be considered a breach of this Agreement. Should the Agreement be breached in any manner, HCBF may, at its option, terminate the Agreement not less than five (5) days after written notification is received by CONSULTANT to remedy the violation within the stated time or within any other time period agreed to by the parties.

6. **INDEMNIFICATION.** Except for the sole negligence or willful misconduct of the City of Los Angeles, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, and of HCBF, CONSULTANT undertakes and agrees to defend, indemnify and hold harmless the City and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest and HCBF from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City and HCBF, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for

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death or injury to any person or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement by CONSULTANT. Rights and remedies available to the City and HCBF under this provision are cumulative of those provided for elsewhere in this Agreement and those allowed under the laws of the United States, the State of California, and the City. Notwithstanding the foregoing, HCBF agrees to indemnify, hold harmless and defend at its expense CONSULTANT from any and all claims, actions, losses, damages, charges, expenses or attorneys fees to which CONSULTANT may be subject to arising out of, or resulting from non-negligent performance of services performed within the scope of her engagement hereunder and actions of the Board of Directors.

7. **Insurance.** Consultant shall at her own cost and expense procure and maintain in effect a policy of automobile insurance for use of her private vehicle with not less than \$100,000/\$300,000 coverage. This policy shall be considered primary insurance as regards the HCBF and its officers, agents and employees.
8. **ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to HCBF for entering into this Agreement is the professional reputation, experience, and competence of CONSULTANT. Assignments of any or all rights, duties, or obligations of CONSULTANT under this Agreement will be permitted only with the express consent of the HCBF. CONSULTANT shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of HCBF.
9. **COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS.** CONSULTANT shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations. CONSULTANT agrees to pay all required taxes on amounts paid to CONSULTANT under this Agreement. HCBF will issue CONSULTANT a 1099 in connection with her services.
10. **CONFLICT OF INTEREST.** CONSULTANT confirms that she has no financial, contractual, or other interest or obligation that conflicts with or is harmful or inimical to performance of her obligations under this Agreement. CONSULTANT shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation.
11. **OWNERSHIP OF DOCUMENTS.** It is understood and agreed that HCBF shall own all documents and other work product of CONSULTANT which pertain to the work performed under this Agreement, except CONSULTANT's notes and draft workpapers, HCBF shall have the sole right to use such materials in its discretion and without further compensation to CONSULTANT.

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CONSULTANT shall at her sole expense provide all such documents to HCBF upon request.

12. **CONFIDENTIALITY.** CONSULTANT shall maintain in strict confidence any data or information collected in the course of her services that HCBF identifies as confidential.
13. **INDEPENDENT CONTRACTOR.** CONSULTANT is and shall at all times remain as to HCBF a wholly independent contractor. Neither HCBF nor any of its agents shall have control over the conduct of CONSULTANT except as herein set forth. CONSULTANT shall not at any time or in any manner represent that she is in any manner an employee of HCBF. CONSULTANT shall have no power to incur any debt, obligation, or liability on behalf of HCBF or otherwise act on behalf of HCBF as an agent.
14. **SERVICE RELATED INJURY INCOME PROTECTION.** HCBF and Consultant agree that Consultant is not an employee of HCBF and is not covered by HCBF's worker's compensation insurance policy.
15. **NOTICE.** All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative by personal delivery, electronic mail or first class U.S. mail, whichever is delivered first. Mailed copies of such notices shall be given to the respective parties at the following addresses or at such other addresses as the parties may provide in writing for this purpose.

Such notices shall be deemed made when personally delivered, delivered by electronic mail or forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address.

HCBF:

Harbor Community Benefit Foundation
150 West 6th Street, Suite 203
San Pedro, CA 90731
Attention: Gisele Fong
email: gfong@calendow.org

COUNSEL:

Best Best & Krieger LLP
Attention: Michael Jenkins
email: michael.jenkins@bbkaw.com

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CONSULTANT:

Meghan Reese
Email: Meghan@hcbf.org
Phone: 562-276-3859

16. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.
17. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement supersedes any and all other agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties. Specifically, the employment agreement between the parties dated September 29, 2017 is hereby declared to be terminated, superseded and of no force and effect. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party that are not embodied herein. Any agreement, statement, or promise not contained in the Agreement, and any modification to the Agreement, will be effective only if signed by both parties.
18. **WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this agreement. Payment of any invoice by HCBF shall not constitute a waiver of HCBF's right to obtain correction or replacement of any defective or noncompliant work product.
19. **EXECUTION.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
20. **AUTHORITY TO ENTER AGREEMENT.** CONSULTANT has all requisite power and authority to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
21. **COVENANT.** This Agreement is entered into in furtherance of and as a benefit to the State Tidelands Grant and the trust created thereby. Therefore, this Agreement is at all times subject to the limitations, conditions, restrictions and reservations contained in and prescribed by the Act of the Legislature of the State of California entitled "An Act Granting to the City of Los Angeles the

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Tidelands and Submerged Lands of the State Within the Boundaries of Said City," approved June 3, 1929 (Stats. 1929, Ch. 651), as amended, and provisions of Article VI of the Charter of the City of Los Angeles relating to such lands. CONSULTANT agrees that any interpretation of this Agreement and the terms contained herein must be consistent with such limitations, conditions, restrictions and reservations.

IN WITNESS WHEREOF, the parties have executed this Agreement the _____ day of June, 2018.

CONSULTANT: Meghan Reese

Meghan Reese

HARBOR COMMUNITY BENEFIT
FOUNDATION:

Gisele Fong, Chair

Executive Director Consulting SCOPE OF SERVICES

Transitional

- Generate list of key contacts and stakeholders for Board Chair President.
- Provide general transition assistance as needed. Research and answer questions as they arise from Board President or her designee, Interim Director and New Director.
- Assist when requested by President in onboarding process of new Executive Director
- Facilitate access to bank account records and authorization transfer, transitioning to new Executive Director, in collaboration with Bank of America and JP Morgan Client representatives, as needed.
- Facilitate access to and transfer of electronic finance and accounting websites and data, payroll, benefits, 401K etc.; in collaboration with service providers, consultants and Board, as directed by the Board President.
- Complete Transition Guide for internal processes. Includes, but will not be limited to, the following:
 - Details for Grant Program - project funding and review process, grant agreement details and template, working with port and state lands, memo sample to Port of LA for grant approval, etc. So essentially this will be a guide on the overall grant admin process, including account information for the transfer.
 - Bank Account information – accountant info, monthly financial statements and how to download
 - Key contacts
 - Financial Details – Bill pay, etc.

Board Meetings*

- Develop Draft Board Meeting Agenda – send to legal counsel and Board Chair for approval
- Develop any necessary memos for agenda items

Financial

- Provide Board President and CFO with electronic access to Bank Accounts, and download month-end bank statements for the following separate accounts:
 1. Operations
 2. Payroll
 3. Business Savings
 4. Community Benefit Grants
 5. Healthy Harbor Grants

6. Land Use
 7. Noise
 8. Unrestricted
 9. JP Morgan – PCMTF Accounts
 10. CCF- AQMF Account
- Review and approve monthly bank reconciliations, prepared by the Accountant, for each bank account (listed above) – reporting any significant variances, concerns, or exceptions to the Board President and CFO (monthly).
 - Review monthly internal consolidated financial statements prepared by the Accountant (monthly), reporting any significant variances or exceptions to the Board President and CFO.
 - Continue to pay all invoices and monthly bills through online bill pay (Bank of America)

Staff Oversight/Employment Transition

- Continue to oversee Staff including weekly calls and meetings (phone and video)
- Continue processing payroll for Staff (no later than 5pm every other Friday)
- JUNE 15th my employment status will be converted from employee to consultant in Quickbooks. Final payroll will be processed on June 22nd, to include work up until June 15th. 401K match will be canceled after the 15th and remaining vacation hours will be processed. Moving forward I will be considered a vendor and paid hourly, or as approved by the Board.

Project/Program Management

- Oversee China Shipping RFP release and continuing program oversight, which includes, but is not limited to, the following:
 - Maintain contact with and manage technical consultant
 - Participate on and lead ad-hoc calls and meetings on an ongoing basis
 - RFP release
 - Review and make recommendations to committee
 - Attend review panels discussions via teleconference as needed.
 - Draft memo to HCBF Board and BOHC
 - Finalize contracts
 - China Shipping tasks dependent on when a new director is hired, however, I will maintain leadership over the program until that time
- Maintain contact with technical consultant and ad-hoc committee, as determined by the China Shipping program timeline
- Attend meetings/calls as needed and determined by the Board and/or sub-committee
- Maintain oversight for Round 7 of Community Benefit Grants. Oversight includes, but is not limited to, the following:
 - Draft RFP with direction from a CB Round 7 ad-hoc committee

- Release RFP and conduct grant workshop – Tamanna can be at the location and I can be available to lead the workshop via videoconference
- Review and score applicants and make recommendations to the committee
- Draft memo to HCBF Board and BOHC
- Finalize contracts
- Grant program tasks dependent on when a new director is hired, however, I will maintain leadership over the program until that time

Executive Search

- Develop job ad and job descriptions, to be approved by the board and/or sub-committee
- Post job ad on appropriate sites
- Sort applications based on minimum eligibility, as determined by the Board or sub-committee
- Assist the Board and/or sub-committee during the selection process, as needed.

Miscellaneous/Optional

- Attendance at Board meetings (in-person or via video chat) or review panels for China Shipping, if requested by Board Chair (flight to be paid by HCBF if in-person requested).
- Any other reasonable inquiry or request from the Board President.

*The Program Assistant will post the monthly agendas, take minutes, update website, compile and share documents with board members, attend all meetings, and provide other operational support. I will oversee this process and ensure all documents are complete and accurate.