

**AGENDA
REGULAR MEETING
BOARD OF DIRECTORS
POLYTECHNIC ACADEMY**

790 Bolsa Rd., Hollister, CA 95023

January 14, 2025

6:00pm

Remote viewing available at:

<https://us06web.zoom.us/j/86812918603?pwd=yvHGWn1r9Dp3tE59xHdazs5aKaMPSz.1>

Meeting ID: 868 1291 8603

Passcode: 219573

One tap mobile

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**INSTRUCTIONS FOR PRESENTATIONS TO THE BOARD
BY PARENTS AND CITIZENS**

Polytechnic Academy (“School”) welcomes your participation at the School’s Board meetings. The purpose of a public meeting of the Board of Trustees (“Board”) is to conduct the affairs of the School in public. Your participation assures us of continuing community interest in our School. To assist you in the ease of speaking/participating in our meetings, the following guidelines are provided:

1. Agendas are available to all audience members at the door to the meeting.
2. “Request to Speak” forms are available to all audience members who wish to speak on any agenda items or under the general category of “Oral Communications.” “Oral Communications” is set aside for members of the audience to raise issues that are not specifically on the agenda. However, due to public meeting laws, the Board can only listen to your issue, not respond, or take action. These presentations are limited to three (3) minutes and total time allotted to non-agenda items will not exceed fifteen (15) minutes. The Board may give direction to staff to respond to your concern or you may be offered the option of returning with a citizen-requested item.
3. You may also complete a “Request to Speak” form to address the Board on Agenda items. With regard to such agenda items, you may specify that agenda item on your “Request to Speak” form and you will be given an opportunity to speak for up to five (5) minutes when the Board discusses that item.
4. When addressing the Board, speakers are requested to state their name and address from the podium and adhere to the time limits set forth.
5. Any public records relating to an agenda item for an open session of the Board which are distributed to all, or a majority of all, of the Board members shall be available for public inspection at 650 San Benito Street #230, Hollister, CA 95023.

In compliance with the Americans with Disabilities Act (ADA) and upon request, Polytechnic Academy may furnish reasonable auxiliary aids and services to qualified individuals with disabilities. Individuals who require appropriate alternative modification of the agenda in order participate in Board meetings are invited to contact the Learning Director's office.

I. PRELIMINARY

A. CALL TO ORDER

Meeting was called to order by the Board Chair at _____

B. ROLL CALL

	Present	Absent
Dr. Ariel Hurtado	_____	_____
Armando Barragan	_____	_____
Jessica Filice	_____	_____

C. FLAG SALUTE

II. COMMUNICATIONS

A. ORAL COMMUNICATIONS: Non-agenda items: no individual presentation shall be for more than three (3) minutes and the total time for this purpose shall not exceed fifteen (15) minutes. Ordinarily, Board members will not respond to presentations and no action can be taken. However, the Board may give direction to staff following a presentation.

B. For Information: School Report
This is a presentation of information which has occurred since the previous Board meeting.

C. For Information: Board/Staff Discussions Board and staff discuss items of mutual interest.

III. CONSENT AGENDA ITEMS

All matters listed under the consent agenda are considered by the Board to be routine and will be approved/enacted by the Board in one motion in the form listed below. Unless specifically requested by a Board member for further discussion or removed from the

agenda, there will be no discussion of these items prior to the Board votes on them. The director recommends approval of all consent agenda items.

- A. No items.

IV. CLOSED SESSION

- A. CONFERENCE with real Property Negotiator, Nicole Prater, Consultant
Property: 365 4th St., Hollister, CA 93023
Negotiating Party: City of Hollister. (Government Code Section 54958.6)

V. PUBLIC SESSION

RECONVENE TO OPEN SESSION: ____.

PUBLIC REPORT ON ACTION TAKEN IN CLOSED SESSION (includes the vote or abstention of every member present).

VI. ITEMS SCHEDULED FOR ACTION

- A. Approve Pinnacle Strategy Finders Commission Agreement.
- B. Approve Pinnacle Strategy Consulting Agreement.

VII. ITEMS SCHEDULED FOR INFORMATION

- A. Update – Nicole Prater

VIII. ADJOURNMENT

The meeting was adjourned at _____.



FINDER'S COMMISSION AGREEMENT

AGREEMENT, made on January 1, 2025 by and between **SAN BENITO COUNTY POLYTECHNIC ACADEMY** (hereinafter referred to as "Lessee") having an office at **790 Bolsa Road Hollister, CA 95023**, and **PINNACLE STRATEGY LLC** (hereinafter referred to as "FINDER") having an office at **260 Hidden Valley Road, Hollister, CA. 95023**. The parties intending to be legally bound hereby agree as follows:

1. Lessee represents that it is entering into a lease with the **City of Hollister** property known as and located at **365 Fourth St., Hollister, California** "Briggs Building" hereinafter referred to as the ("Property").
2. Finder represents to Lessee that Finder is a Land-use and Commercial lease consultant in California. Lessee acknowledges that Finder is the consultant representing **SAN BENITO COUNTY POLYTECHNIC ACADEMY** (including any designee, nominee, assignee, related entity or successor, hereinafter referred to as the "Tenant") in connection with the leasing (hereinafter referred to as the "Lease") of all or a portion of the Property.
3. In the event the Lease is fully executed by the parties and the tenant pays any security deposit or rent required upon execution (the "Commission Conditions"), Lessee shall pay to Finder and Finder has earned and agrees to accept as compensation in full for its services rendered in connection with such Lease one full commission computed in accordance with the rates and terms at Schedule A, attached hereto and made a part hereof. The commission shall be paid to Finder in full on the date that the Commission Conditions are satisfied. Lessee acknowledges and agrees that Finder shall not be required to refund any portion of the commission after it is paid to Finder. In the event that the Lease fails to be fully executed, Finder shall not be entitled to any commission in connection with the Lease.
4. In the event any provision of the Agreement is found to be void or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall nevertheless be binding upon the parties with the same effect as though the void or unenforceable part had been severed and deleted.
5. This Agreement (i) contains the entire understanding of the parties with respect to the subject matter hereof; (ii) may not be changed or modified orally but only by written instrument signed by the parties hereto; (iii) shall be binding upon and inure to the benefit of the successors and assigns of the respective parties; (iv) shall be governed by and construed in accordance with the laws of the state where the Property is located, applicable to agreements made and to be performed entirely within such state, without regard to conflict of laws principles, and shall be resolved in a proceeding within such state; and (v) may not be strictly construed against either party hereto, each party agreeing that it has participated fully and equally in the preparation of this Agreement. It is illegal for either party to discriminate against any person because of one's membership in a protected class (e.g., race, color, religion, national origin, sex, ancestry, age, marital status, physical or mental handicap, familial status, or any other class protected by law).



6. In the event that any litigation is brought with respect to any disputes between the parties hereto, the losing party in such litigation shall reimburse the prevailing party for all of its reasonable out-of-pocket costs incurred, including reasonable attorney's fees and disbursements, in connection with such litigation and the costs of collection of any settlement or judgment thereon.

7. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute a fully executed agreement, with the same effect and validity as a single, original agreement signed by all of the parties. Facsimile and PDF copy signatures shall have the same validity and effect as original signatures.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the date first above given.

SAN BENITO COUNTY POLYTECHNIC ACADEMY

Pinnacle Strategy, LLC.

BY: _____

BY: _____

NAME: _____

NAME: Victor Gomez

TITLE: _____

TITLE: President



SCHEDULE A

Procuring Fee shall be three percent (3%) of the total base rent of the Premises for the Finder's services rendered in assisting in the consummation of the Lease. In addition, lessee will pay equal compensation in the event lessee exercises any additional options of lease. One hundred percent (100%) of the commission shall be due and payable within thirty (30) days of the mutual execution of a Lease between Landlord and Tenant and in the future, any exercising of lease options will also be payable within thirty (30) days of the mutual execution of lease extension.

THIS CONSULTING AGREEMENT is made effective as of February 1st, 2025, between **POLYTECHNIC ACADEMY** (San Benito Polytechnic Academy “Client”) and **PINNACLE STRATEGY LLC** engaged in the consulting business with a business address of 260 Hidden Valley Rd., Hollister, CA. 95023 (“Consultant”).

RECITALS OF FACT

- A. **POLYTECHNIC ACADEMY** desires to engage the services of a consultant with experience in the areas of government affairs, Land-use consulting and public relations services.
- B. Consultant is experienced in those areas of consulting and is willing to render services to **POLYTECHNIC ACADEMY**.

Now, therefore, for good and valuable consideration, Client and Consultant agree as follows:

Article 1. Engagement and Scope of Work

Subject to the terms and conditions of this Agreement, Client engages Consultant, and Consultant hereby accepts such engagement, to perform services for Client in the areas of land-use consulting and public relations in Hollister, California. Consultant will assist and provide strategic advice to and perform necessary government relations related to: Public Relations, Government Relations and land-use consulting.

Consultant shall perform all services in accordance with (a) the highest professional standards and practices prevailing in San Benito County, California, (b) all applicable laws, rules and regulations, and (c) in compliance with any of Client’s policies and procedures applicable to independent contractors and delivered in writing to Consultant at the time that Client executes this Agreement.

Scope of Services to include:

- **Set up Meetings:** At the top of the list of items we would aid in is lining up closed-door meetings with mayors, City Council members, city planners, commissioners and department heads.
- **Real Estate:** Work with clients development director on recommendations for real estate acquisitions or leases.
- **Obtain Local Approvals:** Secure meetings with city planning and all local officials to get special use permit or conditional use permit as needed for operations.
- **Management:** This includes facilitation of meetings, conference calls, inquiries via phone and email.

Initials _____

- Review and implement political strategy with electeds.
- Work with local elected officials to learn more about Polytechnic Academy.

Article 2. Compensation for Services

For Consultant's services rendered under this Agreement, Client shall pay to Consultant a fee computed as follows:

For Services under Article 1 above, the sum of Three-Thousand Five-Hundred Dollars (\$3,500) per month payable on the first (1st) of each month. Initial payments will be deferred until April 1st, 2025 in the total of \$10,500 reflecting the months of February, March and April, with a due date of April 30th, 2025.

All fees due to Consultant under subparagraph A shall be paid to Consultant in check form, wire form, cash or the equivalent at Consultant's business office.

Article 3. Term of Agreement and Termination

This Agreement shall become effective as of February 1st, 2025 and shall terminate upon termination of this Agreement in accordance with this Article 3.

Consultant may terminate this Agreement without cause by giving written notice to Client thirty (30) days in advance of the date of such termination. A termination of Consultant by Client without cause shall not serve to relieve Client from its obligation to honor the terms of this entire agreement, especially Article 2, for the full term.

Notwithstanding the foregoing Client may terminate this Agreement with or without cause with a minimum of a 30-day notice. No such termination shall excuse Client from payment of Consultant's fee earned prior to the effective date of termination.

Article 4. Terms of Payment

Consultant shall provide services as an independent contractor to Client and not as an employee. Accordingly, Client will not withhold from any payments any amounts for income taxes, Social Security contributions, unemployment or workers' compensation insurance or other purposes, which obligations shall be the sole responsibility of the Consultant. Consultant is not entitled to any of the employee benefits provided by Client to its employees (including without limitation any insurance, medical, workers' compensation, vacation, profit sharing, retirement, disability, pension, or other welfare or benefit plan of Client.

Article 5. Confidentiality

Initials _____

(a) Consultant shall keep confidential all information, oral or written, obtained by Consultant in the course of performing Services under this Agreement. Consultant shall not disclose to any party other than Client any reports, analyses, conclusions or recommendations of any type developed by Consultant in performing the Services. This obligation of Consultant shall be of a continuing nature and shall not be canceled by the termination of this Agreement. Consultant further agrees that if, due to its performance of the Services, Client considers that Consultant may obtain knowledge or access to privileged, secret or otherwise confidential technology or other information provided to Client from any third parties under agreements, Consultant will comply with any request of Client to sign reasonable nondisclosure, secrecy, or confidentiality agreements related to such information with such third parties. This obligation of confidentiality shall not apply to information (i) that is previously known, or available, to Consultant on an unrestricted and non-confidential basis; (ii) that is, or becomes a part of the public domain; or (iii) that is learned by consultant from a third party who has obtained such information free of any obligation of confidentiality.

Article 6. Ownership of Work Product

Title to all tangible work product, designs, concepts, plans, slogans, trademarks, software, reports, processes, specifications, working papers and other materials created by Consultant alone in connection with the Services (the "Work Product") shall vest solely in Client; and Consultant shall deliver the same, together with all supporting documentation, materials and files, promptly to Client upon the request of Client or the termination of this Agreement. The Work Product and any part thereof, may be used by Client in whole or in part or in modified form for such purposes as Client in its sole and absolute discretion, deems desirable, without further notice or compensation to Consultant or any other person. All Work Product prepared by Consultant and its employees under this Agreement is prepared as "works made for hire" as that term is defined in Section 101 of Title 17 of the United States Code, and all title, ownership and copyright privileges are and shall at all times be in Client. If for any reason Client may be deemed not to have commissioned a "work made for hire" and its rights to copyright are hereby in doubt, Consultant agrees that this Agreement shall constitute an irrevocable and total assignment to Client of all rights in the work prepared for Client.

Article 7. Status

Consultant is an independent contractor of Client and not an employee or agent. Consultant shall have no authority to enter into any contract or assume any obligation on behalf of Client without the prior written consent of Client. Consultant shall alone determine how and when to perform Services and will not be supervised by Client in the performance of Services, particularly with respect to the manner and details in which such services are performed.

THIS AGREEMENT IS NON-EXCLUSIVE. CONSULTANT AGREES TO DEVOTE SUCH TIME TO PERFORM SERVICES UNDER THIS AGREEMENT AS IS NECESSARY OR APPROPRIATE. CLIENT ACKNOWLEDGES THAT CONSULTANT WILL ENGAGE IN OTHER BUSINESS ACTIVITIES DURING THE TERM OF THIS AGREEMENT AND MAY BE EMPLOYED OR RETAINED BY OTHERS

Initials _____

INCLUDING, BUT NOT LIMITED TO, OTHER BUSINESSES IN THE SAME INDUSTRY AND NON-RELATED BUSINESSES.

Article 8. Miscellaneous

- (a) Any modification or amendment to this Agreement must be in writing and executed by duly authorized representatives of each party.
- (b) This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and correspondence, whether oral or written, with respect to the same subject matter.
- (c) This Agreement may not be assigned by Consultant.
- (d) This Agreement shall be governed by and construed in accordance with the laws of California without giving effect to its conflicts of laws and principles.
- (e) All notices hereunder must be in writing and delivered to the parties at the addresses set forth above. Notices shall be deemed delivered upon the receipt (if delivered personally, by overnight courier or by receipt-confirmed facsimile) or three days after mailing if placed in the United States mail.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

POLYTECHNIC ACADEMY

Print Name: _____

Date: _____

Signature: _____

PINNACLE STRATEGY LLC

Print Name: Victor Gomez

Date: February 1st, 2025

Signature: _____

Initials _____