

## **CONSULTING AND ADVOCACY AGREEMENT**

### **School Facilities Services**

This Agreement is entered into on July 1, 2017 by and between the William S. Hart Union High School District ("Client") and Capitol Advisors Group, LLC ("Contractor"), a California limited liability company.

### **RECITALS**

WHEREAS, Contractor has experience and expertise in developing strategic partnerships, school facilities consulting and technical assistance to obtain funding for school facilities, and is willing and able to perform services desired by Client; and

WHEREAS, Client desires the development of strategic partnerships and facilities consulting and services to procure funding for its existing and future school sites;

NOW, THEREFORE, the parties agree as follows:

### **AGREEMENT**

1. Term of Agreement. This Agreement shall be effective on July 1, 2017 and will expire on June 30, 2018. At the end of this term the Agreement shall be automatically renewed annually unless terminated by either party pursuant to section 4 below. This Agreement may be modified (including modification of the scope of work and/or compensation) by the parties through mutual written agreement.
2. Description of Services. Contractor agrees to provide services to Client as identified in Exhibit A, "Description of Services," attached to this Agreement and incorporated by reference.
3. Compensation.
  - a. Compensation to Contractor shall be \$2,500 per month, paid on the first day of each month for the contract period.
  - b. Client also agrees to compensate Contractor for travel expenses associated with the performance of this Agreement, provided that such travel is requested and approved by Client.
4. Termination. Either party may terminate this Agreement, with or without cause, effective upon thirty (30) days prior written notice to the other party. In case of termination, the Client shall be liable for all fees described under Section 3 above, including approved travel expenses, up to the termination date.
5. Independent Contractor. The parties agree that Contractor is an independent contractor. This Agreement shall not be construed to create the relationship of agent, servant,

employee, partnership, joint venture, association or any other relationship except that of independent contractor.

6. Limitation on Liability; Indemnification.

a. IN NO EVENT SHALL CONTRACTOR'S LIABILITY TO CLIENT, FOR ANY REASON ARISING OUT OF THIS AGREEMENT, EXCEED THE AMOUNT OF THE COMPENSATION ACTUALLY RECEIVED BY CONTRACTOR UNDER THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

b. Each party shall defend, indemnify and hold harmless the other party, and all of its agents, directors, officers and employees from and against any and all claims, liabilities, losses, damages, judgments, costs and expenses and threats thereof (collectively, "Claims") arising out of or in connection with this Agreement, except that a party need not defend, indemnify and hold harmless the other party against Claims finally determined to have arisen solely from the other party's gross negligence or willful misconduct.

7. Notices to the Parties. All notices required or permitted under this Agreement shall be in writing and delivered by reliable and common methods as follows:

Capitol Advisors Group, LLC:

Kevin Gordon, Partner

925 L Street, Suite 1200

Sacramento, CA 95814

916-557-9745

[kevin@capitoladvisors.org](mailto:kevin@capitoladvisors.org)

William S. Hart Union High School District:

Vicki Engbrecht, Superintendent

21380 Centre Pointe Parkway

Santa Clarita, CA 91350 661-259-0033

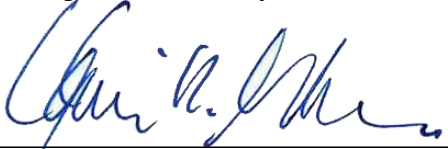
[vengbrecht@hartdistrict.org](mailto:vengbrecht@hartdistrict.org)

8. Waiver. No failure to exercise and no delay in exercising any right, remedy, or power, under this Agreement or by law, shall operate as a waiver of such right, remedy or power.

9. Legal Costs. If any party to this Agreement shall take any action or proceeding to enforce this Agreement, the losing party shall pay to the prevailing party a reasonable sum for all fees, costs and expenses (including attorneys' fees) incurred in bringing such suit and/or enforcing any judgment granted.

10. Client Responsibility for Fair Political Practices Commission (FPPC) Reporting and Accounting Requirements. State law (the Political Reform Act, Government Code sections 81000 et, seq.) and regulations of the FPPC govern reporting and accounting requirements for lobbyists, lobbying firms and lobbyist employers. Contractor is a registered lobbying firm and complies with applicable FPPC requirements. Client is responsible for complying with its own reporting and accounting requirements, and payment of applicable fees, as required by the FPPC (including FPPC Regulations 18615 and 18616).
11. Governing Law. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California.
12. Entire Agreement. The terms of this Agreement are intended by the parties to be in the final expression of their agreement and may not be contradicted by evidence of any prior or contemporaneous agreement. No change or waiver of any provision of this Agreement shall valid unless made in writing and executed in the same manner as this Agreement.
13. Severability. If any term or provision of this Agreement shall be found illegal or unenforceable, such term or provision shall be deemed stricken and the remaining elements of this Agreement shall remain in full force and effect.

This Agreement is duly executed as of the date written above:



Kevin Gordon, President  
Capitol Advisors Group, LLC  
May 10, 2017

Vicki Engbrecht, Superintendent  
William S. Hart Union High School District  
May 10, 2017

**EXHIBIT A**  
Description of School Facilities Services

**School Facilities Assistance**

- Conduct onsite facilities inventory evaluation, as necessary
- Prepare and/or update school site diagrams and/or SPLA Diagrams, as requested
- Draft facilities related school board resolutions
- Assist with establishing funding timelines, priorities and SAB funding estimates
- Assist with establishing, preparing and/or reviewing eligibility baseline documents under the new construction and modernization programs
- Work with OPSC staff to assist in resolving issues relating to the SAB approval of the project eligibility
- Assist with basic demographic studies and enrollment projections
- Prepare OPSC funding packages
- Prepare applications for all program types administered by the SAB
- Assist with Priority in Funding certifications
- Verify SAB required certifications; CTE, Labor Compliance, etc.

**State Allocation Board (SAB), Office of Public School Construction (OPSC), California Department of Education (CDE), and Department of Industrial Relations (DIR)**

- Identify potential SAB funding program(s) to finance project(s)
- Facilitate CDE preliminary and final plan approval process
- Facilitate CDE site approval process
- Work with OPSC staff to assist in resolving issues relating to the SAB approval of the project funding package(s)
- Monitor progress through all related agencies; CDE, OPSC, SAB, DSA
- Assist in electronic reporting of projects to DIR
- Assist with preparing the Project Information Worksheet (PIW)
- Inform the client of any SAB, CDE, OPSC actions that may affect the Client
- Provide SAB meeting reports
- Initiate, organize and advocate potential appeals to the SAB