

CONSULTING AND ADVOCACY AGREEMENT

This Agreement is entered into on September 1, 2019, 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 legislative consulting and advocacy, and in developing strategic partnerships, and is willing and able to perform services desired by Client; and,

WHEREAS, Client desires legislative consulting and advocacy services, strategic counsel, and assistance in developing mutually beneficial partnerships.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. Term of Agreement. This Agreement shall commence on September 1, 2019, and continue through July 31, 2020; following July 31, 2020, this Agreement shall operate on a month-to-month basis, provided, however, that either party may cancel such renewal under the terms of Section (4) below ("Term").
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 for this Agreement shall be Three Thousand dollars (\$3,000.00) per month beginning on September 1, 2019, and each month thereafter during the Term of the Agreement. This monthly retainer shall be paid no later than the first day of each month.
 - 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. At any time during the Term of the Agreement, either party may terminate this agreement, with or without cause, by giving written notice to the other party at least thirty (30) days prior to the date of termination. In case of termination, Client shall be liable for all fees described under Section (3) above, including approved travel expenses, up to the termination date.
5. Modification. This Agreement may be modified (including modification to the scope of work and/or compensation) by the parties through mutual written agreement.

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:

To Capitol Advisors Group, LLC:

Kevin Gordon
President & Partner
925 L Street, Suite 1200
Sacramento, California 95814
(916) 557-9745
Kevin@capitoladvisors.org

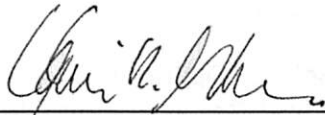
To William S. Hart Union High School District:

Mr. Vicki Engbrecht
Superintendent
21380 Centre Pointe Parkway
Santa Clarita, California 91350
661-259-0033
vengbrecht@wshuhd

8. 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.
9. 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.
10. 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.
11. Governing Law. The formation, interpretation, and performance of this Agreement shall be governed by the laws of the State of California.

12. Client Responsibility for Fair Political Practices Commission ("FPPC") Reporting and Accounting Requirements. State law (the Political Reform Act, Government Code Section 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).
13. 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.
14. 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 & Partner
Capitol Advisors Group, LLC



Vicki Engbrecht
Superintendent
William S. Hart Union High School District

EXHIBIT A
Description of Services

Capitol Advisors Group, LLC will provide advocacy and legislative consulting services to the William S. Hart Union High School District ("Client"). Those services include, but are not necessarily limited to, the following:

1. Fully engaging the William S. Hart Union High School District in the legislative and regulatory process to ensure that the perspectives and positions of the district are known to policymakers in state governmental agencies, regulatory bodies, and the Legislature.
2. Sharing regular updates with the William S. Hart Union High School District all legislative, regulatory, and policy proposals that may impact the school district.
3. Representing the interests of the William S. Hart Union High School District before the State Legislature, California Department of Education, State Board of Education, State Department of Finance, State Controller's Office, State Treasurer's Office, and Governor's Office, among others.
4. Providing strategic advice to the William S. Hart Union High School District on issues including, but not limited to, school finance, education policy, implementation of recently enacted legislation, and implementation of the State Budget.
5. Pursuing the interests of the William S. Hart Union High School District before key legislative and agency committees, including the Assembly and Senate Committees on Education, Appropriations, Budget, Local Government, Governance and Finance, Health, and other committees as directed by Client.
6. Providing guidance and expertise to the William S. Hart Union High School District related to the Local Control Funding Formula, Local Control Accountability Plans, and other state budget and state-level accountability requirements.
7. Making available to the William S. Hart Union High School District the strategic, political, fiscal, and policy advice of any of the partners or staff from Capitol Advisors Group.
8. This Agreement does not include advocacy or consulting services relating to school facilities funding eligibility, applications, appeals, and other work before the Office of Public School Construction, Division of the State Architect, or State Allocation Board.
9. Preparing and submitting reports to the Fair Political Practices Commission in accordance with state law for Client's lobbying activities.