

CONSULTING AGREEMENT
School Facilities Services

This Agreement is entered into on July 1, 2020, 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 July 1, 2020, and continue through June 30, 2021; following June 30, 2021, this Agreement shall operate on a month-to-month basis, provided, however, that either party may cancel pursuant to Section (4) ("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 facilities consulting and assistance to procure funding for existing and future school sites shall be three thousand dollars (\$3,000.00) per month beginning on July 1, 2020, 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 compensation described under Section (3) above, including approved travel expenses and any performance of services authorized by the Client, 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.
- c. Client understands that the Consultant cannot control the processes of the applicable agencies in reviewing and approving any Client application or appeal request. The Contractor will use its best efforts to assist the Client with the agencies but cannot guarantee favorable result.
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:
Abhas Hajela, Partner
925 L Street, Suite 1200
Sacramento, CA 95814
(916) 557-9745
abe@capitoladvisors.org | To William S. Hart Union High School District:
Mike Kuhlman, Superintendent
21380 Centre Pointe Parkway
Santa Clarita, CA 91350
(661) 259-0033
mkuhlman@hartdistrict.org |
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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. 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.

William S. Hart Union High School District
Consulting Agreement

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



Abhas Hajela
Partner
Capitol Advisors Group, LLC

Mike Kuhlman
Superintendent
William S. Hart Union High School District

EXHIBIT A
Description of Services

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

1. Provide continuing technical assistance to the Client on the state and federal school facilities programs, laws and regulations including ad hoc questions related to the above.
2. Assist Client in identifying immediate facility needs, developing strategies for meeting the needs, and determining eligibility for state and federal funding where available.
3. Provide review of project budgets in concert with project design professionals to maximize funding opportunities.
4. Prepare required state forms for the preliminary and final approval of the site and project plans with the California Department of Education.
5. Prepare Office of Public School Construction and State Allocation Board application packages for eligibility and funding, as appropriate.
6. Provide liaison activities with the Office of Public School Construction, the California Department of Education, the Division of the State Architect and other agencies involved in the school facilities process as needed.
7. Provide documentation to the Client of services provided.