

CONSULTING AND ADVOCACY AGREEMENT

This Agreement is entered into on August 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. The initial period of this Agreement shall be August 1, 2020, through June 30, 2021 ("Initial Period"). At the end of the Initial Period, the Agreement shall be renewed automatically on an annual basis unless the Agreement is terminated 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 for this Agreement shall be \$3,000 per month beginning on August 1, 2020 and each month thereafter for the contract term. 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. 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:

To Capitol Advisors Group, LLC:

Kevin Gordon, President
925 L Street, Suite 1200
Sacramento, California 95814
(916) 557-9745
kevin@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

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. Governing Law. The formation, interpretation, and performance of this Agreement shall be governed by the laws of the State of California.
11. 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).
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 R. Gordon
President
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 William S. Hart Union High School District (“William S. Hart UHSD” or “Client”). Those services may include, but are not limited to:

1. Fully engaging William S. Hart UHSD in the legislative and regulatory process and insure that the perspectives and positions of the district are known to policymakers in state governmental agencies, regulatory bodies, and the Legislature;
2. Identifying and sharing with William S. Hart UHSD all legislative, regulatory, and policy proposals that may impact William S. Hart UHSD;
3. Pursuing the interests of William S. Hart UHSD before the Assembly and Senate Committees on Education, Appropriations, Budget, Local Government/Governance and Finance, Health, and other committees as directed by Client;
4. Pursuing the interests of William S. Hart UHSD before the California Department of Education, State Board of Education, State Allocation Board, State Department of Finance, State Controller’s Office, State Treasurer’s Office, Governor’s Office, and any other agency designated by the Client;
5. Delivering strategic advice and advocacy on issues including, but not limited to, local use of funds, district budget, and any other fiscal issue, by providing expertise on issues related to California public finance, including state, federal, municipal, and school district finance; and,
6. Preparing and submitting reports to the Fair Political Practices Commission in accordance with state law for Client’s lobbying activities.