

CONSULTING AND ADVOCACY AGREEMENT

This Agreement is entered into on March 1, 2019, by and between the Santa Barbara Unified 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 March 1, 2019, and continue through June 30, 2020. Following June 30, 2020, the Agreement shall continue on a month-to-month basis, subject to the termination provision in Section 4.
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 two-thousand dollars (\$2,000.00) per month. Contractor shall invoice Client in March, 2019, for fiscal year 2018-19, for a total of \$8,000.00. Contractor shall invoice Client in July, 2019, for fiscal year 2019-20, for a total of \$24,000.00. Client shall pay invoices within 30 days of receipt.
 - 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 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
925 L Street, Suite 1200
Sacramento, California 95814
(916) 557-9745
Kevin@capitoladvisors.org

To Santa Barbara Unified School District:

Cary Matsuoka
Superintendent
720 Santa Barbara Street
Santa Barbara, CA 93101
(805) 963-4338 x6201
cmatsuoka@sbunified.org

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 R. Gordon
President
Capitol Advisors Group, LLC

Cary Matsuoka
Superintendent
Santa Barbara Unified School District

EXHIBIT A
Description of Services

Capitol Advisors Group, LLC will provide consulting and professional services to the Santa Barbara Unified School District ("Client"). Those services include, but are not necessarily limited to, the following:

1. Ensure that the Santa Barbara Unified School District is fully engaged in the legislative and regulatory process and that the views and perspective of the district are known to policy makers across State government agencies, among regulatory bodies and in the Legislature.
2. At the direction of the Superintendent of Santa Barbara Unified School District, engage in efforts to resolve issues impacting the district and require interaction with State, Federal and local government agencies.
3. Provide legislative and administrative representation on behalf of the collaborative and the Santa Barbara Unified School District in the California State Capitol, California Department of Education, California State Board of Education, California State Controller's Office, California Department of Finance and Commission on State Mandates, California Department of Food and Agriculture, California Department of Health and Services, the Governor's Office, and Legislature.
4. Provide legislative and political analysis of, and maintain communication with Santa Barbara Unified School District, on all legislation and potential legislation introduced in the legislature for its impacts on the Santa Barbara Unified School District.
5. Provide political, state budgetary, and legislative consultation.
6. Participate in meetings to provide updates on legislative, political and regulatory developments including meetings in the district or local community at the request of the Superintendent.
7. Prepare and submit reports for the Fair Political Practices Commission in accordance with state law for Client's lobbying activities.