

CONSULTING AND ADVOCACY AGREEMENT

This Agreement is entered into on October 1, 2021 by and between the Alvord 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 coalitions across education agencies and organizations, and is willing and able to perform services desired by Client; and,

WHEREAS, Client desires legislative consulting and advocacy services in coordination with regional education agency partners (Coalition) and in the interest of the Alvord Unified School District,

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. Term of Agreement. The initial period of this Agreement shall be October 1, 2021, through June 30, 2022. At the end of the initial period, the Agreement shall operate on a month-to-month basis subject to the 30-day termination provisions included in 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 October 1, 2021 and each month thereafter for the contract term. This monthly retainer shall be paid on 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.

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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 Alvord Unified School District:

Allan J. Mucerino, Superintendent
9 KPC Parkway
Corona, CA 92879
(951) 509-5070
Superintendent@alvordschools.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.

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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

Allan J. Mucerino, Ed.D.
Superintendent
Alvord Unified School District

EXHIBIT A
Description of Services

Contractor will provide consulting and professional services in the interest of the Alvord Unified School District and in coalition with the regional members of the North Western Alvord County school districts. Those services may include, but are not limited to:

1. Fully engaging the Alvord Unified School District and the Coalition 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 Alvord Unified School District and the Coalition on all legislative, regulatory, and policy proposals that may impact the school district and Coalition.
3. Provide updates and opportunities to influence legislative outcomes on issues related to school accountability, assessment, human resources, special education, STRS/PERS and retirement, education technology, professional development, curriculum and instruction, maintenance and operations, school transportation and other issue areas as directed by the Superintendent or designee and members of the Coalition.
4. Provide updates to Alvord Unified School District and the Coalition related to school facilities planning and construction, Client items before the State Allocation board, and other developments pertaining to school facilities;
5. Representing the interests of the Alvord Unified School District and the Coalition before the California Department of Education, State Board of Education, State Department of Finance, State Controller's Office, State Treasurer's Office, Governor's Office, and any other agency designated by the Client.
6. Providing strategic advice to the Alvord Unified School District and the Coalition on issues including, but not limited to, school finance, education policy, implementation of recently enacted legislation, and implementation of the State Budget.
7. Pursuing the interests of the Alvord Unified School District and the Coalition before the Assembly and Senate Committees on Education, Appropriations, Budget, Local Government, Governance and Finance, Health, and other committees as directed by Client.
8. Providing guidance and expertise to the Alvord Unified School District and the Coalition related to the Local Control Funding Formula, Local Control Accountability Plans, and other state budget and state-level accountability requirements.
9. Making available to the Alvord Unified School District and the Coalition the strategic, political, fiscal, and policy advice of any of the partners or staff from Capitol Advisors Group.
10. Preparing and submitting reports to the Fair Political Practices Commission in accordance with state law for Client's lobbying activities.