

## CONSULTING AND ADVOCACY AGREEMENT

This Agreement is entered into on August 1, 2017 by and between Coalition for Base Funding Fairness ("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 August 1, 2017 and continue through July 31, 2018; following July 31, 2018, this Agreement shall be renewed automatically on an annual basis ("Term"), **but fully subject to the exercise of the 30-day termination in section 4 of this 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 \$5,000.00 per month beginning on August 1, 2017 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. Expenses will not exceed \$500 per trip unless approved in advance.
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

To Coalition for Base Funding Fairness:

Name of Coalition Lead Agency  
Lead Coalition Contact's Title  
Address  
Telephone Number  
Email Address

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

Client Signor on behalf of Coalition  
[Signor's Title]  
Coalition for Base Funding Fairness

**EXHIBIT A**  
**Description of Services**

Capitol Advisors Group, LLC will provide consulting and professional services to the Coalition for Base Funding Fairness ("Coalition" or "Client"). The fundamental objective will be to engage a statewide effort to focus on the imperative for revisiting the base funding levels of LCFF to ensure that it amounts to the resources necessary to provide all students with an excellent education. To further underscore that supplemental and concentration grant funds are not simply to allow those who receive it to spend more on the educational necessities of all children but to create equity and opportunities for the students who generate those added dollars. To advance this effort, services will include, but are not necessarily limited to, the following:

1. Provide regular updates and legislative services to each founding member district of the Coalition as of August, 2017, with the advocacy services Capitol Advisors typically provides all of its individual district clients. This shall include access to the partners of the firm for direct contact and interaction with each district.
2. Work with the steering committee to develop a combined campaign focused on state policy makers, education community stakeholders, targeted media and key opinion leaders to advance the ongoing objectives of the coalition.
3. Pursue greater school district access to broader revenue sources including lowering voter threshold for passage of parcel tax elections.
4. Advocate that after the LCFF targets have been reached, additional state revenues above the target be distributed on an ADA basis, either as unrestricted or categorical ADA funds.
5. Joining with statewide organizations to help lead and impact the advocacy regarding Prop 98 funding and adequacy, including opposing efforts to view prop 98 funding as a ceiling, readjusting prop 98 guarantees for prior years, and any other budgeting tricks that might undermine full recognition of the prop 98 guarantee.
6. Providing legislative and administrative representation on behalf of the Coalition in the California State Capitol, California Department of Education, California State Board of Education, California State Controller's Office, California Department of Finance, the Governor's Office, and the Legislature.
7. Developing and staffing the strategic process, ongoing legislative efforts, communications/public affairs outreach, and steering committee meetings for the

Coalition. Preparing meeting materials, decision documents and background briefings as appropriate.

8. In-person briefings for Coalition members where designated during the course of each year. These briefings shall include, but not be limited to: in-depth budget strategy briefings for the Coalition members and appropriate additional K-12 education stakeholders and supporters of the Coalition, for review of the Governor's annual budget proposal, the May Revision, and the State Budget Act, trailer bill language and other legislation. Capitol Advisors Group will additionally work with the Coalition on presentations for local boards and community groups as directed by the Coalition as necessary.
9. Monitoring on behalf of, performing analysis for, and maintaining communication with designated Coalition leadership in all legislation and potential legislation introduced in the legislature for its potential effect on LCFF in general and the LCFF base funding amounts specifically.
10. Preparing and submitting reports for the Fair Political Practices Commission in accordance with state law for Client's lobbying activities.