

CONSULTING AND ADVOCACY AGREEMENT

This Agreement is entered into on July 1, 2015 by and between the Willows Unified School District ("Client") and Capitol Advisors Group, LLC ("Contractor"), a California limited liability company.

RECITALS

WHEREAS, Contractor has experience and expertise in school facilities consulting, and strategic advice and planning related to relationships with state and local agencies and organizations, and is willing and able to perform services desired by Client; and

WHEREAS, Client desires facilities consulting and advocacy services, strategic counsel, and assistance in procuring funding for asbestos abatement at three school sites;

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. Term of Agreement. This Agreement shall be effective on July 1, 2015 and will expire on June 30, 2016.
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 shall be paid on the first day of each month based on an hourly rate of \$150 per hour.
 - 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. 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.
5. 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.

6. 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:

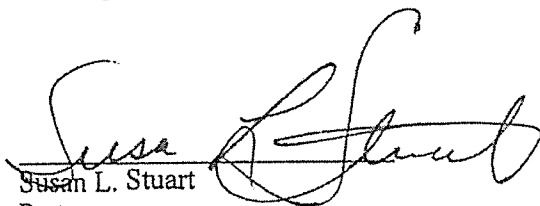
Susan Stuart, Partner
925 L Street, Suite 1200
Sacramento, CA 95814
916-501-6636
susan@capitoladvisors.org

To: Mort Geivett, Ed. D., Superintendent
Willows Unified School District
823 West Laurel Street
Willows, CA 95988
530-934-6600
mgeivett@willowsunified.org

7. 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.
8. 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.
9. Client Responsibility for Fair Political Practices Commission (FPPC) Reporting and Accounting Requirements. State law (the Political Reform Act, Government Code sections 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).

10. Governing Law. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California.
11. 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.
12. 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.

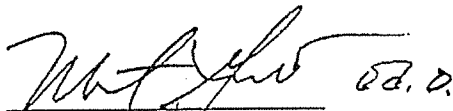
This Agreement is duly executed as of the date written above:



Susan L. Stuart
Partner
Capitol Advisors Group, LLC

Date:

5/22/15



Mort Geivett, Ed. D.
Superintendent
Willows Unified School District

Date:

5/21/15

EXHIBIT A
Description of Services

MAXIMIZE FUNDING FOR SCHOOL CONSTRUCTION PROJECTS

Office of Public School Construction (OPSC)

- Review and make recommendations related to the district's eligibility within the state program
- Assist in the completion and submittal of required applications and paperwork, including items such as the Project Information Worksheet
- Notify district of pending deadlines and assist in submitting necessary paperwork for meeting those deadlines
- Monitor projects through the OPSC process to maximize state funding towards all district projects
- Work with OPSC staff to assist in resolving issues relating to the SAB approval of projects in all programs covered under the State Facilities Program
- Enlist the help of OPSC staff to assist in administrative adaptations of regulations and policy to meet the needs of the District

Other State Agencies

- Work with the Department of Finance, Department of Education, Division of the State Architect, the Governor's Office, Department of Toxic Substances Control, the Department of Industrial Relations, and other state agencies, as appropriate, toward resolution of District's issues
- Assist with the completion of forms related to district projects with all relevant state agencies