

## GOVERNMENT AFFAIRS CONSULTING AGREEMENT

RECEIVED  
SEP 16 2013  
BY: 

DATED: August 14, 2013

PARTIES: California Consulting, LLC, A California Limited Liability Company  
(hereinafter the "Consultant"); and

Summerville Union High School District, (hereinafter the "Client")

### AGREEMENT:

The undersigned hereby agree to the following terms and conditions:

**Section 1. Duties of Consultant:** During the term of this Agreement, Consultant shall provide the Client with state and local governmental affairs consulting and advice as is reasonably requested by the Client. It is understood and acknowledged by the parties that the value of the Consultant's advice is not readily quantifiable, and that Consultant shall render advice upon request of the Client, in good faith, but shall not be obligated to spend any specific or pre-set amount of time in so doing. Consultant's duties may include, but will not necessarily be limited to:

- a. General grant research, targeted grant research on projects specifically identified by the client, identification of funding opportunities, and grant writing at direction of Client;
- b. Offering Client general advice on matters involving funding mechanisms, grants research, identification, and writing;
- c. Coordinate and attend regular meetings with the Client's staff at the Client's offices to efficiently gather necessary grant-related information and to identify other projects and programs within the Client's service area for which grant funding can be procured;
- d. Communicating with key persons in the State government, community, local organizations, and business persons to further the funding and policy objectives of Client;
- e. Perform post-grant award administration on the grants which are awarded to the Client, including the filing of required documents by the proscribed deadlines set by the awarding entity; and,
- f. Arranging and/or attending meetings on behalf of the Client and for the furtherance of the stated goals of the Client.

**Section 2. Time for Performance of Duties:** Notwithstanding any other term or condition of this Agreement, Client specifically acknowledges that Consultant has other clients and/or outside employment. Consultant shall have control over the time and manner of performing its duties described in Section 1, and shall make available such time as it, in its sole discretion, shall deem appropriate for the performance of its duties under this Agreement.

**Section 3. Term of the Agreement:** The effective date of this Agreement is August 15, 2013, and shall continue on a month to month basis, allowing both parties to discuss potential new contract terms at any time.

**Section 4. Compensation:** Client shall pay Consultant \$3,000.00 per month as compensation for Consultant's state and local government affairs consulting services. Consultant shall provide client with a written invoice monthly. Client agrees to pay invoice within 30 days of receipt.

**Section 5. Expenses:** The Client agrees to reimburse the Consultant for reasonable out-of-pocket expenses related to performing services on behalf of the Client. Such expenses typically might include, but are not limited to, phone calls, faxes, copies, postage, parking, fuel, messengers, travel, lodging expenses, and quarterly lobbyist report. All reimbursable expenses must be pre-approved by Client. Consultant shall provide Client with a receipt and a description of the expense. Client shall reimburse Consultant within Thirty (30) days of Consultant providing the receipt and description of services to Client.

**Section 6. Relationship:** Consultant shall perform its services hereunder as an independent contractor and not as an employee of the Client or an affiliate thereof. It is expressly understood and agreed to by the parties hereto that Consultant shall have no authority to act for, represent or bind the Client or any affiliate thereof in any manner, except as may be agreed to expressly by the Client in writing from time to time.

**Section 7. Confidentiality:** Except in the course of the performance of its duties hereunder, each party agrees that it shall not disclose any trade secrets, know-how, or other proprietary information not in the public domain learned as a result of this Agreement. Similarly, the parties agree that they shall not disclose or divulge this Agreement, or any of its term or conditions to third parties, except as is necessary to perform the terms and conditions stated herein.

**Section 8. Indemnification:** The Client agrees to indemnify and hold harmless the Consultant, its members, officers, directors, employees and each person who controls Consultant or any of its affiliates from and against any losses, claims, damages, liabilities and expenses whatsoever (including reasonable costs of investigation or defending any action) to which they or any of them may become subject under any applicable law arising out of Consultant's performance under this Agreement and will reimburse Consultant for all expenses (including counsel fees) as they are incurred. Consultant maintains liability insurance in the amount of one million dollars.

**Section 9. Assignment:** This Agreement shall not be assignable by either party; provided however, that Consultant shall have the discretion to allocate its duties hereunder to owners, affiliates, or employees of Consultant.

**Section 10. No Guaranteed Result:** Client acknowledges and agrees that Consultant does not have control over third party decision makers, and therefore Consultant makes no representations, warranties or guarantees that it can achieve any particular results. Consultant, however, shall act in good faith toward the performance of its duties described above.

**Section 11. Prior Agreements:** There are no prior agreements between the parties, and this Agreement represents the sole and only agreement between them. This Agreement may only be modified by a writing signed by both parties.

**Section 12. Governing Law:** This Agreement shall be deemed to be a contract made under the laws of the State of California and for all purposes shall be construed in accordance with the laws of said State.

**Section 13. Attorneys Fees:** The prevailing party in any action filed that arises out of this Agreement shall be entitled to recoup their reasonable attorney's fees and costs from the other party.

**Section 14. Notices:** All notices will be sent via certified mail or overnight courier such as Federal Express, to:

Consultant at: California Consulting, LLC  
1530 East Shaw Avenue, Suite 114  
Fresno, CA 93710

Client at: Summerville Union High School District  
17555 Tuolumne Road  
Tuolumne, CA 95379

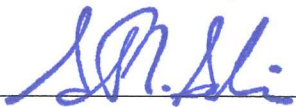
**Section 15. Termination:** This Agreement may be terminated by either party for any reason not in violation of federal and/or California State law upon thirty (30) days written notice to the other party. Client shall compensate Consultant for all services rendered prior to the date of termination. There shall be no liquidated damages in the event of termination under this provision.

IN WITNESS THEREOF, this Agreement is executed on the dates set forth below and effective on the date first set forth above.

"CONSULTANT"

California Consulting, LLC  
(A California Limited Liability Company)

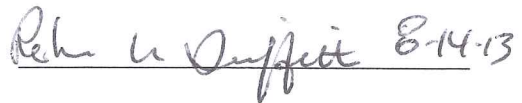
By \_\_\_\_\_



Steven N. Samuelian, Manager

"CLIENT"

Summerville Union High School District



Robert N. Griffith, Superintendent