

SERVICES AND PERFORMANCE AGREEMENT

THIS Services and Performance Agreement (“Agreement”) is entered into July 1, 2024, between Sunrise Consulting Group (“SCG”), of 5957 Riviera Lane, New Port Richey Florida, 34655 and **Hernando County School District (“HCSO”)** of 919 North Broad Street, Brooksville, FL 34601 ACCORDINGLY, the parties agree:

1. **Engagement Period.** HCSO shall engage SCG as a “Lobbyist” for a period of **12 months** (the “Engagement Period”). This Agreement will commence July 1, 2024, and expire on June 30, 2025.
2. **Performance of Duties.** SCG’s duties will include, but are not limited to, the following:
 - a) Services: SCG, as an independent contractor, at its own costs and expense, shall perform the services described herein. SCG shall represent HCSO’s interests before the Legislative and Executive branches of the state of Florida, before the Hernando County Legislative delegation members and staff, and during Legislative Session and Legislative Committee Weeks. SCG shall also represent HCSO’s interests at the Florida Educational Legislative Liaisons/the Florida School Board Association/Florida Association of District School Superintendents meetings and conference and may represent the interests of HCSO during all other times directed by the HCSO. SCG shall provide all materials, tools, labor, appliances, machinery, and appurtenances necessary to perform the authorized work. SCG shall obtain and keep in effect for the Engagement Period and all applicable Renewal Periods of this Agreement any special licenses and permits necessary for SCG to provide services required hereunder.
 - b) Legislative and Appropriations Platform Development: SCG will meet with the HCSO Superintendent, administrative team, and the Board during weeks and months leading up to the beginning of Legislative Committee Weeks and Legislative Session. SCG will work with the HCSO to develop and identify the HCSO’s Legislative and Appropriations objectives, priorities and long-term outcomes for legislative advocacy and representation.
 - c) Legislative and Appropriations Platform Advocacy: SCG shall advocate for the HCSO’s Legislative and Appropriations Platform. SCG will monitor House and Senate Committees that may impact the HCSO. SCG may ask the HCSO for an analysis of a bill, amendment, piece of legislation, appropriation, rule, or regulation that may impact the HCSO from a policy or financial perspective. SCG may file bills or amendments to target or solve legislative issues based on direction from the HCSO. SCG will meet with Legislators, legislative or committee staff, and executive branch members and staff, as needed. SCG shall meet with the HCSO’s legislative delegation on a weekly basis when the Legislature is convened for Legislative Committee Weeks and Legislative Session. SCG will arrange meetings with Legislators, legislative or committee staff, and executive branch staff on behalf of the HCSO.

- d) Updates and Reporting: SCG shall provide weekly Updates to the HCSD when the Legislature is convened for Legislative Committee Weeks and Legislative Session. SCG shall provide a pre-Session Legislative Report, a Legislative Update, and a post-Session Legislative Report to the HCSD. SCG legislative Reports and Updates may include:
 - a. Bill Analysis or Reports.
 - b. Policy Analysis or Reports.
 - c. Budget Monitoring.
 - d. Appropriations Monitoring.
 - e. Legislative Recommendations, and Revenue Estimates and Impacts.
- e) Communication: SCG will be available to meet with the HCSD Superintendent, their administrative team, and the HCSD Board. SCG may use email, telephone or in person meetings to communicate with the HCSD. SCG may ask to schedule a conference call as information becomes available or develops regarding policy or appropriations that impact the HCSD. SCG shall communicate immediately when important information becomes available such as legislative conference information, bills, amendments, or appropriations issues.
- f) Lobbyist Registration: HCSD shall complete all forms necessary to comply with Executive and Legislative Lobbying Registrations requirements under Florida Law that may arise because of SCG's representation during the term of this Agreement or after its Termination should reporting periods overlap. SCG shall register all meetings and legislation lobbied in accordance with Florida House of Representatives Rule 17.

3. Compensation. SCG shall receive the following during the Engagement Period:

- a) Retainer: SCG will be paid \$5,000.00, to be paid in monthly installments. The total sum of compensation for the period of 12 months shall not exceed \$60,000.
- b) Payment: SCG shall send an invoice on the first business day of each month. Payment shall be made by the HCSD no later than forty-five (45) calendar days upon receipt. All payments shall be remitted to Sunrise Consulting Group at 5957 Riviera Lane, New Port Richey, Florida 34655. All invoicing and payment terms will be governed by the applicable provisions of Part VII of Chapter 218, Florida Statutes, (the "Local Government Prompt Payment Act").
- c) Monthly Costs: Costs directly attributable to the performance of this work may be billed in addition to the retainer. These costs may include travel, lobbyist registration fees, and other expenses incurred on behalf of the HCSD. No monthly costs in aggregate exceeding \$100.00 may be incurred or deemed to be due and owing without the HCSD's prior approval.

- d) **Renewals:** At the discretion of HCSD, this Agreement may be renewed for two, one-year renewal under the same terms and conditions.
- e) **Termination:** Either party may terminate this Agreement for convenience upon 30 calendar days' written notice to the other party.

4. Representations and Warranties. SCG represents and warrants the following:

- a) **Conflict with Other Clients:** SCG shall not retain a client during our engagement period when that client creates a conflict with HCSD. At the execution of this Agreement, SCG Warrants that it does not have any clients that conflict with the interests of HCSD.
- b) **Compliance with Law:** All services hereunder shall be performed in a professional manner and form as required by all applicable federal, state, and local rules, regulations, laws, codes, and ordinances and as may be further specified by HCSD, including without limitation, laws related to lobbyist registration and disclosure and anti-corruption.

5. Confidentiality. During and after the initial Engagement Period and all subsequent Renewals, (i) SCG shall not divulge, directly or indirectly, any secret or confidential information or knowledge pertaining to the business of the HCSD obtained by SCG while engaged by HCSD and (ii) shall only use such information or knowledge solely for the representation of HCSD in SCG's performance of services under this Agreement.

6. Modification. No provision of this Agreement may be modified, amended, waived, or discharged unless such amendment or waiver, modification, or discharge is agreed to in writing by both parties.

Parties may renegotiate the terms of SCG's engagement at any time, but changes must be in writing, attached to the Agreement, and signed by both parties.

7. Assignment. No party may assign its rights without the written consent of the other party, provided that HCSD may assign this Agreement to any successor of HCSD business, or assets, subject to HCSD's written approval. The non-assigning party will not unreasonably withhold consent.

8. Delegation. No party may delegate its performance without the written consent of the other party.

9. Venue and Jurisdiction. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Jurisdiction over and venue for any controversies or legal issues arising out of this Agreement shall be exclusively in the State of Florida. By entering into this Agreement, SCG hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Agreement, and, unless otherwise expressly provided herein, each agrees to bear its own costs and attorney's fees

relating to any dispute arising under this Agreement.

10. **Entire Agreement.** This Agreement, including HCSD's Standard Addendum, reflects the entire understanding between the parties. Any written, printed, or other materials which HCSD provides to SCG that are not included in this Agreement are provided on an "as is" basis, without warranty, and solely as an accommodation to SCG.
11. **Books and Records.** SCG shall keep, for the statutorily required period, accurate books and records with the supporting documents, statistical records, transactions and any other underlying documents supporting the services provided hereunder, and shall comply with Chapter 119, Public Records. HCSD shall have the right to audit the books and records of SCG related to the services authorized herein upon reasonable notice provided to SCG. Any incomplete or incorrect entry in such books and records shall be a basis for HCSD's disallowance and recovery of any payment to HCSD based upon such entry.
12. **Independent Consultant.** This Agreement does not create an employee/employer or joint venture relationship between the parties. SCG is an independent consultant under this Agreement. Services provided by SCG shall be by employees or sub-consultants of SCG and subject to supervision by SCG, and not as officers, employees or agents of the HCSD. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, and purchasing policies under the Work Authorization shall be the sole responsibility of SCG. SCG shall have no rights under the HCSD's worker's compensation, employment, insurance benefits or similar laws or benefits.
13. **Indemnity.** SCG shall defend, indemnify, and hold harmless HCSD, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, whether directly or indirectly, or any way connected with SCG's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the SCG and third parties for work or materials required under or related to this Agreement. SCG shall reimburse the HCSD for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, whether directly or indirectly, or in any way connected with SCG's performance or non-performance of this Agreement. Nothing in this Agreement shall be deemed or treated as a waiver by the HCSD of any immunity to which it is entitled by law, including but not limited to HCSD's sovereign immunity as set forth in Section 768.28, Florida Statutes. The provisions of this section shall survive termination of this Agreement.

IN WITNESS THEREOF, the parties hereto have executed this Agreement of as the date written above.



SHAWN FOSTER
PRESIDENT
Sunrise Consulting Group

May 23, 2024
DATE

By: _____
Name: John Stratton
Title: Superintendent

DATE

By: _____
Name: Linda Prescott
Title: Board Chair

DATE: _____

Approved as to Form
Amelia Jadoo
Board Counsel, HCSB