



SERVICES AND PERFORMANCE AGREEMENT

THIS Services and Performance Agreement (“Agreement”) is entered into as of the date last signed below between Sunrise Consulting Group, LLC (“SCG”), of 5957 Riviera Lane, New Port Richey, Florida 34655; and Hernando County School District (“THE DISTRICT.”), of 919 North Broad Street, Brooksville, FL 34601.

WHEREAS, THE DISTRICT desires to engage the services of SCG, and SCG agrees to provide such services as further described in this Agreement;

ACCORDINGLY, the parties agree:

1. **Engagement Period.** THE DISTRICT hereby engages SCG to provide consulting services for a period commencing on July 1, 2026, and expiring on June 30, 2027; or until terminated by either party pursuant to Section 6 of this Agreement.
2. **Performance of Duties.** SCG’s duties will include, but are not limited to, the following:
 - Providing comprehensive state government consultation services of a lobbyist and assisting in the creation of, and advocacy for, the legislative and regulatory priorities of THE DISTRICT.
 - Assisting THE DISTRICT in creating and evaluating priorities and strategies for the successful advocacy of THE DISTRICT’s positions.
 - Identifying the key issues and challenges THE DISTRICT encounters, and assisting in creating strategies to address issues and challenges.
 - Devising an advocacy strategy tailored for THE DISTRICT’s unique issues.
 - Keeping THE DISTRICT’s executive staff and elected leadership apprised of pending state action that relates to the priorities of THE DISTRICT.
 - Working to file, and advocate for state-level priorities on behalf of THE DISTRICT.
 - Coordinating meetings for THE DISTRICT with legislators, legislative staff, and relevant executive branch decision makers.

Communication: SCG will be available to meet in person with THE DISTRICT at least once annually. SCG will also maintain regular communication with THE DISTRICT through email, Zoom, telephone, and additional in-person meetings as needed. SCG may request to schedule Zoom meetings or conference calls when new or updated information relevant to THE DISTRICT becomes available. SCG shall promptly communicate any significant developments or impacts affecting THE DISTRICT.

Commitments. SCG shall not make, agree to, or execute any agreements or commitments on behalf of THE DISTRICT without THE DISTRICT’s prior written consent.

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

- a) **Retainer:** SCG’s compensation for the agreement period, commencing on July 1, 2026 and expiring on June 30, 2027; or until terminated by either party pursuant



to Section 6 of this Agreement, shall be \$5,000 USD per calendar month. For the month in which this Agreement becomes effective or is terminated, the monthly fee shall be prorated based on the number of days the Agreement is in effect during that month.

- b) Payment: SCG shall issue an invoice on the first day of each month, to be **sent via email to the contact designated by THE DISTRICT**. Payment shall be made by THE DISTRICT within thirty (30) days of receipt. All payments shall be remitted to Sunrise Consulting Group, LLC, at 5957 Riviera Lane, New Port Richey, Florida 34655.
- c) Monthly Costs: Out-of-pocket costs directly attributable to the performance of this work may be billed in addition to the retainer. These costs may include travel and other expenses incurred on behalf of THE DISTRICT. No monthly costs in addition to the retainer payment provided for in 3(a) will be invoiced without THE DISTRICT's prior written approval.

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

- a) Direct Conflict with Other Clients: SCG shall not retain a client during our engagement period that has a direct adversarial conflict of interest with the priorities of THE DISTRICT. At the execution of this Agreement, SCG warrants that it does not have any clients that have a conflict of interest with THE DISTRICT.
- b) Compliance with Law: SCG shall at all times comply with all applicable laws and regulations in the performance of its duties under this Agreement, including, but not limited to, those governing state lobbyist registration and reporting.

5. Confidentiality. During the Engagement Period and thereafter, (i) SCG shall not, directly or indirectly, disclose any confidential or proprietary information, whether oral, written, or electronic, relating to the business of THE DISTRICT or its subsidiaries, that was obtained in the course of its engagement; and (ii) SCG shall use such information solely for the purpose of representing THE DISTRICT in accordance with this Agreement. Upon the conclusion of the engagement, and upon THE DISTRICT's request, SCG shall return all documents and materials provided by THE DISTRICT.

6. Cancellation. Either party may terminate this Agreement for convenience by providing sixty (60) days' written notice to the other party.

7. Modification. No provision of this Agreement may be modified, amended, waived, or discharged except by a written agreement signed 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.

8. Assignment. No party may assign its rights without the written consent of the other party except that THE DISTRICT may assign this Agreement to any successor to THE DISTRICT's stock, business, or assets. The non-assigning party will not unreasonably



withhold consent.

9. **Disputes.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute arising here from shall lie in the appropriate state court located in Leon County, Florida.
10. **Severability.** If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be severed from the Agreement, and the remaining provisions shall continue in full force and effect.
11. **Delegation.** No party may delegate its performance without the written consent of the other party.
12. **Personnel.** SCG will primarily assign Shawn Foster to this engagement. Additional staff may be assigned at SCG's discretion; however, no substitution of the primary personnel shall be made without the prior written consent of THE DISTRICT. SCG reserves the right to augment the team as needed to fulfill the requirements of this Agreement.
13. **Time is of the Essence.** Time is of the essence with respect to SCG's performance of its services hereunder.
14. **Notices.** All required notices, requests, demands, and other communications shall be made in writing as necessary and shall be either personally delivered, mailed certified or registered mail (postage prepaid, return receipt requested), or sent via nationally recognized overnight delivery service, to either THE DISTRICT or SCG, as appropriate, at the addresses stated in hereinafter, and shall be deemed to have been given on the date of actual delivery.

THE DISTRICT:

Hernando County School District
Attention: **Ray Pinder, Superintendent**
919 North Broad Street
Brooksville, FL 34601

SCG:

Sunrise Consulting Group, LLC
Attention: **Shawn Foster**
5957 Riviera Lane
New Port Richey, FL 34655

15. **Entire Agreement.** This Agreement represents the entire understanding between the parties and supersedes all prior agreements or communications, whether written or oral. Any written, printed, or other materials provided by THE DISTRICT to SCG that are not expressly incorporated into this Agreement shall not be deemed to form part of its terms or conditions.

[SIGNATURES APPEAR ON FOLLOWING PAGE]



IN WITNESS THEREOF, the parties hereto have executed this Agreement of as the date last signed below.

By: _____

RAY PINDER
SUPERINTENDENT
Hernando County School District

Date

A handwritten signature in black ink, appearing to read "Shawn Foster".

SHAWN FOSTER
PRESIDENT
Sunrise Consulting Group, LLC

06/01/2026

Date

By: _____

KAYCE HAWKINS
SCHOOL BOARD CHAIR
Hernando County School Board

Date

Kelly A. Pogue
Approved as to Form
by WSH Attorney
07/07/2026 04:49 pm