

SERVICES AND PERFORMANCE AGREEMENT

THIS Services and Performance Agreement ("Agreement") is entered into February 12, 2025, between Sunrise Consulting Group ("SCG"), of 5957 Riviera Lane, New Port Richey Florida, 34655 and the **Hernando County School District ("HCSD")** of 919 North Broad Street, Brooksville, FL 34601 ACCORDINGLY, the parties agree:

1. Engagement Period. HCSD shall employ SCG as sole "Lobbyist" for a period of 12 months. (the "Engagement Period") . This Agreement shall commence July 1, 2025, and expire on June 30, 2026.
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 HCSD'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 HCSD's interest 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 HCSD. 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 and special licenses and permits necessary for SCG to provide services required hereunder.
 - b) Legislative and Appropriations Platform Development: SCG will meet with the HCSD's Superintendent and their administrative team, the School Board and staff in the weeks and months leading up to the beginning of Legislative Committee Weeks and Legislative Session. SCG will work with the HCSD to develop and identify the HCSD'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 HCSD's Legislative and Appropriations Platform. SCG will monitor House and Senate Committees that may impact the HCSD. SCG may ask the HCSD for an analysis of a bill, amendment, piece of legislation, appropriation, rule or regulation that may impact the HCSD from a policy or financial perspective. SCG may file bills or amendments to target or solve legislative issues. SCG will meet with Legislators, legislative or committee staff, and executive branch members and staff, as needed .SCG shall meet with the HCSD'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 HCSD.

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 may 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
- f. Revenue Estimates and Impacts.

e) Communication: SCG will be available to meet with the HCSD's Superintendent and their administrative team, the School Board and staff. 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 as a result 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 shall be paid \$5,000, 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 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 provision 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 will be incurred without 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 o knowledge Soley for the representation of HCSD in SCG's performance of services under this Agreement.

6. **Modification.** No provision of this Agreement can be modified or amended, waived or discharged unless such amendment or waiver, modification and 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.

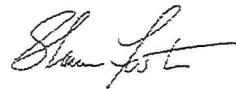
9. **Venue and Jurisdiction.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Jurisdiction over and venue for any controversies or legal issues arising out of this Agreement shall be exclusively in the State of Florida. By entering in 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 the 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 supporting documents, statistical records, transactions and any other underlying documents supporting the services provided hereunder, and shall comply with Chapter 1196, 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 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. reflects the entire understanding between the parties. Any written, printed or other materials which the 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.
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 expense 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 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 provision 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.

By: _____
Name: Ray Pinder
Title: Superintendent

DATE


By: _____
Name: Shawn Foster
Title: President
Sunrise Consulting Group

02/12/2025

DATE

By: _____
Name: Shannon Rodriguez
Title: Board Chair

DATE

Caroline
Mockler,
Esq.

Digitally signed by
Caroline Mockler, Esq.
Reason: I am approving
this document
Date: 2025.03.26
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**STANDARD ADDENDUM TO AGREEMENTS WITH
THE HERNANDO COUNTY SCHOOL BOARD**

WHEREAS, the undersigned has entered into an Agreement or Contract (hereinafter Agreement) with the Hernando County School Board; and,

WHEREAS, the Agreement sets forth the general terms and conditions of the relationship between the parties; and,

WHEREAS, the undersigned acknowledges that the School Board is the contracting authority for the Hernando County School Board and there are certain standard contract terms expected to be in every agreement by the School Board; and,

WHEREAS, the undersigned hereby agrees that these standard terms are part of the Agreement with the School Board.

1. The Contractor hereby agrees to indemnify, defend and hold the School Board harmless from and against any and all damages of any nature whatsoever which are caused or materially contributed to by the negligent, reckless or intentional acts of the Indemnifying Party.

2. To the extent that the agreement requires the School Board to indemnify Contractor, it shall only be to the extent of the limits set forth in section 768.28(5), Florida Statutes, and then only for the negligent or wrongful act or omission of any officer or employee of the School Board acting within the scope of the officer's/employee's office or employment under circumstances in which the state or such agency or subdivision, if a private person, would be liable to the claimant. Further, except as specifically provided herein, the School Board does not waive any defense of sovereign immunity. It is further understood and agreed by the parties to this agreement that no officer or employee may be held personally liable except as provided by section 768.28 (9), Florida Statutes. Notwithstanding the foregoing, the School Board intends to avail itself of the benefits of section 768.28 and of other statutes and common law governing sovereign immunity to the fullest extent possible. However, in no event will the School Board's liability under this provision exceed the sum of the lesser of the following: (a) the amount paid by the School Board to Contractor or (b) the amounts identified as statutory limits pursuant to section 768.28, Florida Statutes, if applicable. Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

3. The parties agree to each pay their own attorneys' fees and costs relating to the negotiation of the Agreement and this Addendum and in relation to any action to enforce the terms of either document.

4. As may be applicable, all persons providing goods or services to the School Board pursuant the Agreement shall undergo the necessary background screening described in section 1012.465, Florida Statutes at their own cost before coming onto School Board property.

5. If the Agreement requires the expenditure of funds for more than one fiscal year, the Agreement shall be subject to termination by the School Board without cause upon a thirty (30) day notice.

6. Any conflict between the terms of this Addendum and the parties original Agreement or subsequent modifications thereof are to be resolved in favor of this Addendum.

7. The Agreement and this Addendum are to be construed in accordance with the laws of the State of Florida, and the parties hereby agree that performance of the terms and provisions of the Agreement are to be performed solely within the State of Florida. The Parties agree that the Circuit Court for the Fifth Judicial Circuit, Hernando County, Florida (hereinafter "Court"), shall have sole and exclusive jurisdiction to enforce the terms of this Agreement, notwithstanding any provisions in the Agreement to the contrary, and the Parties further agree that they will present any disputes under this Agreement, including, without limitation, any claims for breach or enforcement of this Agreement, exclusively to the Court.

8. The payment obligation of the School Board created by the Agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of services or products. If such funds are not allocated and available, the Agreement may be terminated by the School Board at the end of the period for which funds are available. The School Board shall notify the Contractor at the earliest possible time before such termination. No penalty shall accrue to the School Board in the event this provision is exercised, and the School Board shall not be obligated or liable for any future payments due or for any damages as a result of such termination.

9. If, and to the extent the agreement provides for the payment of any applicable sales taxes, the Parties acknowledge that the School Board is an entity which is exempt from the same as provided by section 212.08(6), Florida Statutes.

10. The Parties agree that in the event Contractor files for bankruptcy, insolvency or receivership during the term of this agreement, the School Board may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.

11. Neither party shall be liable to the other, nor deemed in default under this Agreement to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; labor disputes; civil disorders; fires; floods; hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the term of the Agreement.

12. Notwithstanding any provision to the contrary in the agreement, all payments due from the School Board for non-construction services hereunder shall be governed by the provisions of Chapter 218, Florida Statutes.

13. If, and to the extent that the agreement provides for reimbursement of travel and related expenses, the Parties agree that such reimbursements shall be subject to the reimbursement schedules contained in section 112.061, Florida Statutes.

14. Contractor confirms that neither it nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any governmental department or agency. This certification is a material representation of fact upon which reliance will be placed when the School Board executes this agreement. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to the other remedies available to School Board, School Board may terminate the Agreement for default by Contractor.

15. E-Verify. Pursuant to section 448.095, Florida Statutes, Contractor shall use the U.S. Department of Homeland Security's E-Verify system <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. If Contractor enters into a contract with a subcontractor, the subcontractor must provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement. Failure to comply with this provision is a material breach of the Agreement and the School Board may choose to terminate the Agreement at its sole discretion and seek damages pursuant to Florida Statute. By signing below, Contractor affirms that it is registered with and uses the E-Verify system, is otherwise in compliance with section 448.095, Florida Statutes, and acknowledges that it is required to maintain such compliance throughout the term of any Contract entered between the parties.

16. Public records compliance provisions. Any confidentiality provisions in the Agreement shall be read in harmony with Florida's Public Records Act, Chapter 119, Florida Statutes. No provisions in the Agreement can be exercised to frustrate the requirements of the law for the release of records. The parties recognize that the School Board is a governmental entity, subject to Florida law regarding public access to records under Florida Statute, Chapter 119. As such, the Parties agree that only such information as is exempt and confidential under the provisions of law shall be considered confidential under the Term of this agreement and Any confidentiality provisions in the Agreement shall be read in harmony with Florida's Public Records Act, Chapter 119, Florida Statutes. No provisions in the Agreement can be exercised to frustrate the requirements of the law for the release of records. To the extent Contractor provides School Board any information which it believes is confidential or exempt, Contractor shall notify School Board of the specific information that it believes is confidential, as well as the basis for the exemption. Additionally, to the extent that the Contractor has any obligation to act in agency for the School Board, it shall maintain its records subject to section 119.0701, Fla. Stat. If and to the extent that contractor has access to any other confidential information regarding the School Board (such as security information as contemplated by section 119.071(c), Fla. Stat.), the Contractor agrees to use reasonable measures to maintain the confidentiality of such information.

17. To the extent Contractor maintains information that is subject to a public record request, it shall provide the public access to such records in accordance with, and subject to the applicable statutory terms and fees. Failure to do so will be considered a material breach of the original Agreement resulting in immediate termination with no penalty to School Board, and

Contractor will indemnify and hold the School Board harmless for any and all damages and expenses suffered as a result of the material breach and contract termination. Contractor must comply with Florida public records laws, including but not limited to chapter 119, Florida Statutes and section 24 of article I of the Constitution of Florida, and specifically agrees to:

- a. Keep and maintain public records required by the School Board in order to perform the service under this agreement; and
- b. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law; and
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the School Board; and
- d. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the contractor or keep and maintain public records required by the School Board to perform the service. If the contractor transfers all public records to the School Board upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 919 N. BROAD STREET, BROOKSVILLE, FL 34601, Jordan_k@hcsb.k12.fl.us or (352) 797-7009.

Notwithstanding any other provisions of law or statutory interpretation, failure of the Contractor to abide by the terms of these public records provisions shall be deemed a material breach of this agreement and the School Board may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all reasonable attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract.

18. If the Contractor receives any student information / records as a result of this agreement, it will maintain any such information / records as confidential and will not release same to any third parties without the express written approval of the School Board, except third parties who are essential to Contractor's delivery of its services to the School Board and who are bound to maintain the confidentiality of student information/records, and prohibited from unauthorized

redisclosure of such information. Contractor agrees to comply with the Student Online Personal Information Protection Act, section 1006.1494, Florida Statutes. Furthermore, Contractor agrees to maintain and utilize all such student information/records in accordance with the FERPA regulations and only as provided for in the Agreement and this Addendum. If student information/records are requested by way of subpoena or court order, Contractor shall notify the School Board of such request in writing including a copy of the subpoena or order and shall otherwise comply with the FERPA regulations.

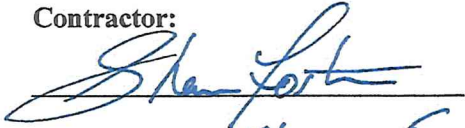
19. Contractor agrees to execute an Affidavit Regarding the Use of Coercion for Labor and Services as required by section 787.06(13), Florida Statutes.

20. If the Contractor receives access to an individual's personal identifying information as a result of this agreement, Contractor agrees to provide the School Board with an affidavit signed by an officer or representative of the Contractor under penalty of perjury attesting that the Contractor does not meet any of the criteria in section 287.138(2)(a) to (c), Florida Statutes.

21. Contractor acknowledges that it will comply with all applicable Florida and Federal laws, ordinances, rules and regulations.

Signed and dated by authorized representatives as provided below:

Contractor:


Printed Name: Shawn Foster
Title: President
Date: 8/15/25

Approved as to form &
content for HCSD:
Kevin M. Sullivan
Attorney, BGR&H
3:28 pm, Aug 12, 2024

State of Florida

Affidavit Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: Sunrise Consulting Group, LLC
Vendor FEIN: 82-2863316
Vendor's Authorized Representative Name and Title: Shawn Foster/President
Address: 5957 Riviera Lane
City: New Port Richey State: FL ZIP: 34655
Phone Number: 727.808.4131
Email Address: Foster@scggroup.us

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

The Hernando County School District, Florida is a governmental entity for purposes of this statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: Shawn Foster

AUTHORIZED SIGNATURE

Print Name and Title: Shawn Foster

Date: 2/18/25

Approved as to form &
content for HCSD:
Kevin M. Sullivan
Attorney, BGR&H
12:27 pm, Aug 13, 2024