

**AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONSULTANT
CALIFORNIA ADVOCACY SERVICES
PROJECT DIR # N/A**

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONSULTANT is made and effective as of **January 1, 2026**, by and between the MISSION SPRINGS WATER DISTRICT, a County Water DISTRICT (“DISTRICT”) whose address is 66575 Second Street, Desert Hot Springs, CA 92240, California, and **CA Lobby, LLC, a California Limited Liability Company** whose address is **1121 L Street, Suite 700, Sacramento, CA 95814** (“CONSULTANT”).

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

A. DISTRICT desires to engage CONSULTANT to provide the following services: **provide monitoring, consulting, and lobbying activities for Mission Springs Water District;** and

B. CONSULTANT has made a proposal (“Proposal”) to the DISTRICT to provide such professional services, which Proposal is attached hereto as **Exhibit “A”** and incorporated herein by this reference; and

C. CONSULTANT agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to DISTRICT that CONSULTANT possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, DISTRICT and CONSULTANT agree as follows:

1. **Term of Agreement.** This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate after **one year** unless extended by the parties with the approval of the General Manager or Board of Directors of the DISTRICT.

2. **Services to be Performed.** CONSULTANT agrees to provide the services (“Services”) contained in the Proposal. All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. CONSULTANT designates **Rosanna Carvacho Elliott** as CONSULTANT’S professional(s) responsible for overseeing the Services provided by CONSULTANT. DISTRICT designates the District General Manager, or his or her designee, to act as the project manager (“Project Manager”) in connection with the delivery of

Services under this Agreement.

3. Associates and Subconsultants. CONSULTANT may, at CONSULTANT'S sole cost and expense, employ such competent and qualified independent associates, subconsultants and consultants as CONSULTANT deems necessary to perform the Services; provided, however, that CONSULTANT shall not subcontract any of the Services without the prior written consent of DISTRICT.

4. Compensation.

4.01 CONSULTANT shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the DISTRICT. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by DISTRICT to CONSULTANT under this Agreement shall not exceed the amount of **\$60,000.00**.

4.02 CONSULTANT shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the DISTRICT, in writing.

4.03 CONSULTANT shall submit to DISTRICT, on or before the fifteenth (15th) of each month, itemized invoices for the Services rendered in the previous month. The DISTRICT shall not be obligated to pay any invoice for services that are submitted more than sixty (60) days after the date such services were provided. DISTRICT shall have the right to review and audit all invoices prior to or after payment to CONSULTANT. This review and audit may include, but not be limited to DISTRICT's:

- a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;
- b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;
- c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If the DISTRICT determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, DISTRICT shall either return the bill to CONSULTANT with a request for explanation or adjust the payment accordingly and give notice to CONSULTANT of the adjustment.

4.04 If the work is satisfactorily completed, DISTRICT shall pay such invoice within thirty (30) days of its receipt, or as reasonably soon after required certified payroll information is submitted to the DISTRICT, if applicable. Should DISTRICT dispute any portion of any invoice, DISTRICT shall pay the undisputed portion within the time stated above, and at the same time advise CONSULTANT in writing of the disputed portion.

5. Obligations of Consultant.

5.01 CONSULTANT agrees to perform all Services in accordance with the terms and conditions of this Agreement and the Proposal. In the event that the terms of the Proposal shall conflict with the terms of this Agreement or contain additional terms that purport to bind the DISTRICT other than the Services to be rendered and the hourly rate for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

5.02 Except as otherwise agreed by the parties, CONSULTANT will supply all personnel, materials and equipment required to perform the Services. CONSULTANT shall provide its own offices, telephones, vehicles and computers and set its own working hours. CONSULTANT will determine the method, details, and means of performing the Services under this Agreement.

5.03 CONSULTANT shall keep DISTRICT informed as to the progress of the Services by means of regular and frequent consultations. Additionally, when requested by the DISTRICT, the CONSULTANT shall prepare written status reports.

5.04 CONSULTANT is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement, as required. CONSULTANT agrees to indemnify, defend, and hold harmless DISTRICT for any claims, costs, losses, fees, penalties, interest, or damages suffered by DISTRICT resulting from CONSULTANT's failure to comply with this provision.

5.05 In the event CONSULTANT is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished in conformance with local, state and federal laws, rules and regulations.

5.06 CONSULTANT represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement and the Proposal and shall obtain and keep in full force and affect all permits and approvals required to perform the Services herein.

5.07 CONSULTANT shall be solely responsible for obtaining Employment Eligibility Verification information from CONSULTANT's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONSULTANT's employees are eligible to work in the United States, if necessary.

5.08 In the event that CONSULTANT employs, contracts with, or otherwise utilizes any CalPERS retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the DISTRICT and shall be subject to the DISTRICT's advance written approval.

5.09 Drug-free Workplace Certification. By signing this Agreement, the

CONSULTANT hereby certifies under penalty of perjury under the laws of the State of California that the CONSULTANT will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

5.10 CONSULTANT shall comply at its sole expense with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the Services authorized hereunder.

5.11 In the performance of this contract the CONSULTANT shall comply with all applicable federal, state and local statutory and regulatory requirements including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply.

6. Insurance.

CONSULTANT shall procure and maintain for the duration of this Agreement the following insurance coverage relating to the services provided under this Agreement by the CONSULTANT.

a. Professional Liability Insurance. Choose and check one: Required /Not Required X; CONSULTANT will file with DISTRICT, before beginning professional services, a certificate of insurance satisfactory to DISTRICT evidencing professional liability coverage of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

b. Cyber Liability Insurance REQUIRED IF CHECKED HERE ONLY (Technology Professional Liability – Errors and Omissions), with limits not less than \$2,000,000 per occurrence, and \$2,000,000 aggregate or the full per occurrence limits of the policies available, whichever is greater. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONSULTANT in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. CONSULTANT will file with DISTRICT, before beginning professional services, certificates of insurance (Acord Form 25 or equivalent) satisfactory to DISTRICT evidencing.

c. If Claims Made Policies (applies only to professional liability and cyber liability policies):

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

3. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONSULTANT must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

d. Commercial General Liability (CGL) - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least ~~two~~ one million dollars (\$21,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to DISTRICT), or the general aggregate limit shall be twice the required occurrence limit.

ACCEPTED BY: _____

Mission Springs Water District


CA Lobby, LLC

~~e. Automobile Liability - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if CONSULTANT has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.~~

ACCEPTED BY: _____

Mission Springs Water District


CA Lobby, LLC

f. Workers' compensation (statutory limits) and employer's liability (\$1,000,000) per accident for bodily injury or disease, as required by California law. CONSULTANT is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and CONSULTANT will comply with such provisions before commencing the performance of the professional services under this agreement. As required by the State of California, with Statutory Limits and Employer's Liability Insurance of no less than \$1,000,000 per accident for bodily injury or disease.

g. Verification of Coverage - CONSULTANT shall furnish the DISTRICT with certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause copies of which are attached hereto as **Exhibit "B"**. All certificates and endorsements are to be received and approved by the DISTRICT before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT's obligation to provide them. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages. CONSULTANT shall provide new certificates of insurance prior to the expiration of any existing certificate of insurance.

h. Required Provisions –

- CONSULTANT shall require and verify that all subconsultants maintain insurance meeting all requirements stated herein and provide proof of such insurance to DISTRICT, if requested. CONSULTANT shall ensure that the DISTRICT, its directors, officers, employees, consultants, subconsultants and authorized volunteers are an additional insured on Commercial General Liability Coverage. CONSULTANT shall provide certificates of insurance to the DISTRICT as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by DISTRICT's risk manager prior to commencement of performance. Current insurance certification shall be kept on file with DISTRICT at all times during the term of this contract. DISTRICT reserves the right to require complete, certified copies of all required insurance policies, at any time. CONSULTANT shall maintain such coverage continuously for a period of at least five (5) years after the completion of the contract work.

- Waiver of Subrogation: The insurer(s) shall agree to waive all rights of subrogation against the DISTRICT, its elected or appointed officers, officials, agents, authorized volunteers, and employees for losses paid under the terms of the policy which arise from work performed by the named insured for the DISTRICT; but this provision applies regardless of whether or not the DISTRICT has received a waiver of subrogation from the insurer. Sole proprietors with no employees, LLCs, or partnerships who do not carry workers' compensation acknowledge that they are not subject to the Workers' Compensation Act of the State of California and agree to complete a signed workers compensation exemption form.

- The liability coverage shall give DISTRICT, its directors, officers, employees (collectively the DISTRICT), and authorized volunteers insured status (via ISO endorsement at least as broad as CG 20 10 10 01 or CG 20 10 07 04 specifically naming the DISTRICT, its directors, officers, employees, or authorized volunteers; or using the language that states "as required by written contract."

- The liability coverage is to state or be endorsed (with as broad as ISO endorsement CG 20 01 04 13) to state "such insurance shall be primary and any insurance, self-insurance or other coverage maintained by Mission Springs Water DISTRICT, its directors, officers, employees, or authorized volunteers shall not contribute to it".

- All coverage is to be placed with a carrier with an A.M. Best rating of no less than A: VII, or equivalent.

- The coverage shall contain no special limitations on the scope of protection afforded to DISTRICT, its directors, officers, employees, or authorized volunteers. If the CONSULTANT maintains broader coverage and/or higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the DISTRICT.

- If any of the required coverages expire or are cancelled during the term of this

agreement, the CONSULTANT shall deliver the renewal certificate(s) to DISTRICT at least ten (10) days prior to the expiration or cancellation date and shall obtain replacement insurance with the same coverage prior to such expiration.

- Self-Insurance is not acceptable or permitted for any insurance coverage required under this Agreement.

- Self-Insured Retentions - Self-insured retentions must be declared to and approved by the DISTRICT in writing. The DISTRICT may require the CONSULTANT to provide proof of the ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or DISTRICT.

7. Indemnification.

7.01 CONSULTANT and DISTRICT agree that DISTRICT, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by CONSULTANT or any subconsultant or agent of either as set forth herein. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to DISTRICT. CONSULTANT acknowledges that DISTRICT would not enter into this Agreement in the absence of the commitment of CONSULTANT to indemnify and protect DISTRICT as set forth herein.

a. To the fullest extent permitted by law, CONSULTANT shall defend, indemnify and hold harmless DISTRICT, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by DISTRICT, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of, or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. CONSULTANT's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONSULTANT (and/or CONSULTANT's agents and/or employees) is alleged to be an employee of DISTRICT. All obligations under this provision are to be paid by CONSULTANT as they are incurred by DISTRICT.

b. Without affecting the rights of DISTRICT under any provision of this Agreement or this Section, CONSULTANT shall not be required to indemnify and hold harmless DISTRICT as set forth above for liability attributable solely to the fault of DISTRICT, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

7A. Indemnification Design Professionals.

7A.01 In the event that CONSULTANT is a design professional under California Civil Code Section 2782.8 this Section 7A shall apply instead of Section 7. To the fullest extent permitted by California law and in accordance with California Civil Code section 2782.8, CONSULTANT shall indemnify, and hold harmless the DISTRICT, its officers, employees, trustees and members (“Indemnified Parties”) from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney’s and consultants’ fees and causes of action including, but not limited to those for, injury to property or persons, including personal injury and/or death (“Claim(s)”), to the extent that the Claim(s) arises out of, pertains to, or relates to the negligence, recklessness, or willful misconduct of CONSULTANT, its directors, officials, officers, employees and consultants arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement. This indemnity excludes liability caused by the negligence or willful misconduct of any of the Indemnified Parties. The cost to indemnify, hold harmless, and defend charged to CONSULTANT shall not exceed CONSULTANT’S proportionate percentage of fault.

8. Additional Services, Changes and Deletions.

8.01 In the event CONSULTANT performs additional or different services than those described herein without the prior written approval of the Project Manager of the DISTRICT, CONSULTANT shall not be compensated for such services. CONSULTANT expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the DISTRICT in writing.

8.02 CONSULTANT shall promptly advise the Project Manager and as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the DISTRICT and/or Board of Directors.

9. Termination of Agreement.

9.01 Notwithstanding any other provision of this Agreement, DISTRICT, at its sole option, may terminate this Agreement with or without cause, or for no cause, at any time by giving twenty (20) days’ written notice to CONSULTANT.

9.02 In the event of termination, the payment of monies due CONSULTANT for undisputed Services performed prior to the effective date of such termination shall be paid within thirty (30) business days after receipt of an invoice as provided in this Agreement. Immediately upon termination, CONSULTANT agrees to promptly provide and deliver to DISTRICT all original documents, reports, studies, plans, specifications and the like which are in the possession or control of CONSULTANT and pertain to DISTRICT.

10. Status of CONSULTANT.

10.01 CONSULTANT shall perform the Services in CONSULTANT's own way as an independent CONSULTANT, and in pursuit of CONSULTANT's independent calling, and not as an employee of DISTRICT. However, CONSULTANT shall regularly confer with DISTRICT's Project Manager as provided for in this Agreement.

10.02 CONSULTANT agrees that it is not entitled to the rights and benefits afforded to DISTRICT's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPERS, medical insurance, sick leave, or any other employment benefit. CONSULTANT is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subconsultants, as required by California law.

10.03 CONSULTANT hereby specifically represents and warrants to DISTRICT that it possesses the qualifications and skills necessary to perform the Services under this Agreement in a competent, professional manner, without the advice or direction of DISTRICT and that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the same geographic area where the DISTRICT is located. Further, CONSULTANT represents and warrants that the individual signing this Agreement on behalf of CONSULTANT has the full authority to bind CONSULTANT to this Agreement.

11. Ownership of Documents; Audit.

11.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties and all other documents of any kind or nature prepared, developed or obtained by CONSULTANT in connection with the performance of Services performed for the DISTRICT shall become the sole property of DISTRICT, and CONSULTANT shall promptly deliver all such materials to DISTRICT upon request. At the DISTRICT's sole discretion, CONSULTANT may be permitted to retain original documents, and furnish reproductions to DISTRICT upon request, at no cost to DISTRICT.

11.02 Subject to applicable federal and state laws, rules and regulations, DISTRICT shall hold all intellectual property rights to any materials developed pursuant to this Agreement. CONSULTANT shall not use such data or documents for purposes other than the performance of this Agreement, nor shall CONSULTANT release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use, any data or other materials first produced in the performance of this Agreement, nor authorize others to do so, without the prior written consent of DISTRICT.

11.03 CONSULTANT shall retain and maintain, for a period not less than four years following termination of this Agreement, accounting records and vouchers and all other records with respect to all matters concerning Services performed, compensation

paid, and expenses reimbursed. At any time during normal business hours and as often as DISTRICT may deem necessary, CONSULTANT shall make available to DISTRICT's agents for examination of all of such records and shall permit DISTRICT's agents to audit, examine and reproduce such records.

12. Miscellaneous Provisions.

12.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONSULTANT for DISTRICT and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

12.02 CONSULTANT shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of DISTRICT. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

12.03 CONSULTANT shall timely file FPPC Form 700 Conflict of Interest Statements with DISTRICT if required by California law and/or the DISTRICT's conflict of interest policy.

12.04 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

12.05 This Agreement is made, entered into and shall be performed in the Counties of Riverside and Sacramento in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California. The parties agree that the venue in any litigation between them shall be in Riverside County, California.

12.06 CONSULTANT covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONSULTANT further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subconsultant.

12.07 CONSULTANT has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. CONSULTANT agrees that they are unaware of any financial or economic interest of any public officer or employee of the DISTRICT relating to this Agreement. It is further understood and agreed that if such a financial interest does

exist at the inception of this Agreement, the DISTRICT may immediately terminate this Agreement by giving notice thereof. CONSULTANT shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

12.08 Improper Consideration. CONSULTANT shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the DISTRICT in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by DISTRICT. The DISTRICT, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the DISTRICT with respect to the proposal and award process of this Agreement or any DISTRICT contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any DISTRICT contract has been awarded. The CONSULTANT shall immediately report any attempt by any DISTRICT officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONSULTANT.

12.09 Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the entire balance of this Agreement not so affected shall remain in full force and effect.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above written.

DISTRICT:

CONSULTANT:

MISSION SPRINGS WATER DISTRICT

CA LOBBY, LLC

By: _____

By:  _____

Print Name _____

Print Name Rosanna Elliott

Title: _____

Title: Principal

Date: _____

Date: December 2, 2025

EXHIBIT "A"
PROPOSAL

(insert behind this page)



TO: Brian Macy, General Manager, Mission Springs Water District and
Marion Champion, Assistant General Manager, Mission Springs Water District

FROM: Rosanna Carvacho Elliott, CA Lobby, LLC

RE: Proposal for California Advocacy Services

DATE: November 25, 2025

Thank you for the opportunity to submit a proposal for continued California advocacy services. It has been a privilege to represent Mission Springs Water District (“Mission Springs”) in Sacramento, and we would be thrilled to continue this partnership.

CA Lobby is a full service, bipartisan, and women-owned lobbying firm based in Sacramento with decades of experience providing clients with legislative and regulatory advocacy. Our diverse client base has allowed us to build relationships across offices and agencies of importance to Mission Springs including the Chair of the Assembly Natural Resources Committee, the Assembly Water, Parks and Wildlife Committee, the Senate Natural Resources and Water Committee and the relevant Budget Committee Chairs. Additionally, we have relationships with key officials in the Newsom Administration and regulators including the Department of Water Resources and the State Water Resources Control Board.

We appreciate your consideration of CA Lobby for Mission Springs’ continued Sacramento advocacy needs. We are confident our firm has the policy expertise, political know-how and relationships needed to ensure that Mission Springs’ interests are well represented in Sacramento.

Scope of Work

We would be honored to continue representing Mission Springs. This work would be handled at the senior level by firm Partner, Rosanna Carvacho Elliott. We propose a retainer of \$5,000 per month for a 1-year period, beginning January 1, 2026.

CA Lobby proposes to perform all appropriate monitoring, consulting, and lobbying activities for Mission Springs which includes the following:

- Continue building on the existing relationships and contacts in the legislature, including Legislators and staff, as well as Administration representatives;
- Monitor all introduced and amended bills and provide updates on legislation of interest, including items included in the Legislative Platform;
- Assist with the drafting and distribution of legislative and budget position letters;
- Provide a monthly report of Sacramento activities and updates on priority bills;
- During the legislative session send a weekly bill list of all position bills;

- During the first two months of the legislative session send a list of all bills of interest to Mission Springs that were introduced in the prior week for review with staff;
- Set up and attend meetings with Legislators and relevant staff for the Mission Springs Board of Directors and staff;
- Engage with the Association of California Water Agencies and the California Special Districts Association, as requested;
- Assist with amendments to the current Legislative Platform and preparation of the 2026-27 Legislative Platform, as requested;
- Annually provide a virtual presentation to the Board at a regularly scheduled meeting;
- Provide updates on potential grant opportunities of interest, including but not limited to Proposition 4 funding;
- Monitor and engage, as requested, on regulatory items of interest; and
- Providing strategic counsel on priority items.

Our Team

Rosanna Carvacho Elliott's extensive knowledge and network within the California State Legislature and California's political and policy landscape ensures the best outcomes for clients and California. Her vast experience working in the realm of California policy and politics, navigating complex issues and relationships with policymakers, negotiating issues impacting individuals and businesses in California are the cornerstone of her sustained success for her clients.

Rosanna has a very diverse practice which includes a large international energy company, a multi-national financial services corporation, aerospace startups, childcare providers and local governments. Additionally, her practice provides expert advocacy and counsel in the energy, water, and natural resources field.



Rosanna's career in politics began as staff in the California Legislature. She served in both the Senate and the Assembly providing her with robust policy experience and creating a broad set of relationships in both houses along with a thorough understanding of the legislative and parliamentary processes, the roles of legislative leaders, their staff, and committee staff.

Prior to establishing CA Lobby, Rosanna was a partner in a small Sacramento based lobbying firm and was a shareholder at a national law and lobbying firm, serving as Managing Partner of the Sacramento office.

Rosanna received a bachelor's degree in Political Science from California State University Sacramento. She earned her law degree from the University of the Pacific, McGeorge School of Law while working full-time in the State Senate. She lives in West Sacramento, California with her husband and two children.

With nearly two decades of experience as a registered lobbyist, **Teresa Cooke** possesses the strong relationships with key decision makers and political savvy to achieve critical results. Her honesty, familiarity with her clients' issues and passion for delivering the highest level of service makes her a sought-after advisor for those looking to influence policy or enhance their profiles in a new industry or market.



Ms. Cooke has a well-established practice in the energy sector, having represented an investor-owned utility and oil and gas company on issues related to energy storage, California's Renewable Portfolio Standard, the Low Carbon Fuel Standard and climate policies. Ms. Cooke is also on the forefront of offshore wind policy issues in California, advising one of the world's largest project developers since 2017.

Dedicated to supporting technology-neutrality in climate policy, she was hired by several Fortune 500 companies to spearhead the creation of the California Hydrogen Coalition in 2019. Serving as its executive director, Ms. Cooke has led an aggressive multi-million dollar campaign utilizing social and earned media, grassroots advocacy and coalition building to raise awareness of hydrogen as a clean energy solution. She also leveraged her extensive legislative and administrative relationships to increase the profile of hydrogen among decision makers. Through its leadership, the California Hydrogen Coalition is now the leading voice on hydrogen mobility in Sacramento, securing millions for fueling infrastructure and production.

She has brought the same high standard of excellence to her other clients in travel and tourism, public safety and local government. Ms. Cooke draws on her years of expertise to provide objective and comprehensive counsel for her clients' most complicated political issues.

She earned a BA in government from California State University, Sacramento and serves on the board of the Institute of Governmental Advocates. Ms. Cooke lives in Sacramento with her partner, young child and terrific rescue dog.

Mikhael "Mik" Škvarla is a proven negotiator, strategic thinker, and leading California compliance lobbyist for air quality, climate change, energy, transportation, and energy efficient building systems. His ability to collaborate and build formidable relationships across industry sectors and the political spectrum has helped influence legislative and regulatory outcomes for California's marquee energy and climate programs.



With a diverse background advocating for business, energy provider, utility, and private labor union interests, his credibility and trustworthiness have fueled Mik's ability to broker deals and achieve client objectives. He's adept at designing effective campaigns that educate and persuade target audiences while at the same time navigating complex problem-solving, competing interests, and busy policymakers and their staff.

Specifically, he has been a staunch advocate of Cap-and-Trade since the program's inception, actively participating in direct negotiations with the Administration and legislature for its super-majority and bipartisan reauthorization in 2017.

Before starting his consultancy, Mik was a senior analyst for the globally influential Air Resources Board (ARB), including the California Environmental Quality Act (CEQA), integrated air quality standards and compliance, sustainability and climate change, land use, and attendant rulemaking and regulatory trends. He also managed the legislative reauthorization of the Clean Air Vehicle (CAV) decal program and modernized the SMOG check program.

Prior, he served as a legislative and policy staff member for Governor Arnold Schwarzenegger, and the experience provided a deep and nuanced understanding of the executive branch's decision-making process, constituent and stakeholder issues, and California's landmark environmental goals.

Before entering politics and policy, Mik gained valuable project management experience working for a family-owned construction company, consistently delivering projects on time and under budget. He earned a Bachelor of Arts in Government from California State University, Sacramento, and was a founding member of the Council for Giving. Mik lives in Sacramento with his wife and young child.

EXHIBIT “B”

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

(insert behind this page)



Contract Agreement for California Advocacy Services

I Rosanna Carvacho Elliott, as a Consultant performing work and/or services for Mission Springs Water District, acknowledge that I am a sole proprietor, LLC, or partnership business (California Advocacy Services) and will not employ any person(s) in the work to be performed for Mission Springs Water District under this agreement. As a sole proprietor, LLC or partnership business with no employees, I further acknowledge that I am not subject to the Workers' Compensation Act of the State of California. I hereby agree to notify Mission Springs Water District in writing, prior to hiring any person(s), full time or part time, to assist in this agreement and to secure workers' compensation insurance prior to any person beginning work or assisting in the performance of work under this agreement.

[Handwritten Signature]
(Signature)

December 2, 2025
(Date)

