

**Agreement for Professional Services
Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240
Telephone 760-329-6448 – FAX 760-329-2482**

For your protection, make sure that you read and understand all provisions before signing. The terms on pages 2 - 7 are incorporated in this document and will constitute a part of the agreement between the parties when signed.

**TO: CA Lobby, LLC
1121 L Street, Suite 700
Sacramento, CA 95814**

DATE: September 1, 2024

PROJECT DIR#: N/A

TITLE: **California Advocacy Services**

The undersigned Consultant agrees to furnish the following:

All Work/Services per the attached Exhibit A – Proposal/Fee Schedule provided by CA Lobby, LLC, and per Exhibit B – Term, Early Termination & Notice

Contract price \$: Not to Exceed \$60,000.00

Term: One (1) year from the effective date above

Instructions: Sign and return via email. Upon acceptance by Mission Springs Water District, (sometimes referred to herein as “District”) a copy will be promptly returned to you. Insert the names of your authorized representative(s) below.

Accepted:
Mission Springs Water District

Consultant:
CA Lobby, LLC
(Business Name)

By: _____
Brian E. Macy, PE
Title General Manager

By: _____
Rosanna Carvacho Elliott
Title Principal

Other authorized representative(s):
Marion Champion
Assistant General Manager

Other authorized representative(s):

Amanda Lucas
Contracts Analyst

Consultant including materials, parts, or equipment furnished in connection with such work or operations.

- **Primary Coverage:** For any claims related to this project, the consultant's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the District, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by the District its directors, officers, employees, and authorized volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
 - Consultant shall require and verify that all sub-consultants maintain insurance meeting all requirements stated herein, and Consultant shall ensure that Mission Springs Water District its directors, officers, employees, and authorized volunteers are an additional insured on Commercial General Liability Coverage.
 - The coverage shall contain no special limitations on the scope of protection afforded to Mission Springs Water District, its directors, officers, employees, or authorized volunteers.
- g. If any of the required coverages expire during the term of this agreement, the Consultant shall deliver the renewal certificate(s) to Mission Springs Water District at least ten (10) days prior to the expiration date.
- h. Consultant shall not accept direction or orders from any person other than the General Manager or the person(s) whose name(s) is (are) inserted on Page 1 as "other Authorized Representative(s)."
- i. Payment, unless otherwise specified on Page 1, is to be within thirty (30) days after acceptance by Mission Springs Water District.
- j. 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 and 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 state of California. Consultant further represents and warrants that it possesses all required licenses necessary or applicable to the performance of the services under this agreement. Professional permits required by governmental authorities will be obtained at Consultant's expense, and Consultant will comply with applicable local, state, and federal regulations and statutes including but not limited to Cal/OSHA requirements.
- k. Any change in the scope of the professional services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the professional services will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing by a supplemental agreement executed by Mission Springs Water District. Consultant's "Authorized Representative(s)" has (have) the authority to execute such written change for Consultant.
- l. Unless otherwise agreed upon in writing, all reports, documents, or other written material, including any documents, images, photographs, video files, or other media created or developed by Consultant as part of the services required hereunder ("Written Products") shall be considered to be "works made for hire", and all Written Products and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and all other proprietary rights, shall be and remain the property of Mission Springs Water District without restriction or limitation upon their use, duplication or dissemination by Mission Springs Water District, except as otherwise provided herein. The Consultant shall not obtain or attempt to obtain copyright protection as to any of the Written Products.
- m. District shall hold all intellectual property rights to any data, materials, digital information, and Written Products stored and/or developed pursuant to this agreement. Consultant hereby assigns to Mission Springs Water District all ownership and any and all intellectual property rights to the data, materials, digital information and Written Products that are not otherwise vested in Mission Springs Water District pursuant to section above.

- n. Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to the Consultant by the Mission Springs Water District or other information to which the Consultant has had access during the term of this Agreement without the prior written approval of an Authorized Representative during the term of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement.
- o. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by the Mission Springs Water District or the Authorized Representative. The Consultant shall maintain adequate records on services provided in sufficient detail to permit an evaluation of service. ~~All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. At all times during regular business hours, Consultant shall provide access to such books and records to the Authorized Representative or his or her designees and shall give the Authorized Representative or his or her designees the right to examine and audit such books and records and to make transcripts as necessary, and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement.~~ **ACCEPTED BY:** _____
Mission Springs Water District CA Lobby, LLC
- p. This Agreement is personal to the Consultant. Any attempt to assign or subcontract any right or obligation hereunder by the Consultant shall be void unless approved in writing in advance by the Authorized Representative. Consultant's services pursuant to this Agreement shall be provided by the representative or directly under the supervision of the representative and Consultant shall not assign another to supervise the Consultant's performance of this Agreement without the prior written approval of the Mission Springs Water District, by and through the Authorized Representative.
- q. Consultant shall not maintain, commit, or permit the maintenance or commission of any nuisance in connection with the performance of services under this Agreement.
- r. Consultant agrees to be familiar with and comply with all applicable federal, state, and local conflict of Interest laws, including, but not limited to, the Political Reform Act (California Government Code Sections 81000, et seq.) and California Government Code Section 1090. During the term of this Agreement, Consultant shall retain the right to perform similar services for other clients, but Consultant and its officers, employees, associates, and subconsultants shall not, without the prior written approval of the Authorized Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict-of-interest statute.
- s. A waiver by the Mission Springs Water District of any breach of any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement whether of the same or different character.
- t. The Consultant shall commence, carry on, and complete all required tasks with all practicable dispatch, in a sound, economical, and efficient manner in accordance with all applicable laws and generally accepted industry standards.
- u. No Third-Party Beneficiaries. The Mission Springs Water District shall not be obligated or liable under this Agreement to any party other than the Consultant.
- v. In no event shall the making by the Mission Springs Water District of any payment to the Consultant constitute or be construed as a waiver by the Mission Springs Water District of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the Mission Springs Water District while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Mission Springs Water District with regard to such breach or default.

- w. If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement, the prevailing Party shall be entitled to receive from the losing Party all costs and expenses in such amount as the courts may determine to be reasonable. In awarding the cost of litigation, the court shall not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorneys' and experts' fees paid or incurred in good faith.
- x. In the performance of the work required by this Agreement, Consultant shall abide by and conform with and to any and all applicable laws of the United States and the State of California, and with the local County and Municipal Code, ordinances, regulations and policies.
- y. If any part, term, or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected by such holding.
- z. The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, the venue shall be the Superior Court of Riverside County, California.
- aa. This Agreement represents the entire Agreement between the Mission Springs Water District and Consultant with respect to the subject matter hereto and supersedes all prior oral or written negotiations, representations, or agreements. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns. In the event of any inconsistency between the provisions of this Agreement and Consultant's proposal or Quote, and Exhibits hereto, the provisions of this Agreement shall control.
- bb. Precedence of Exhibits. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.
- cc. Consultant will act hereunder as an independent consultant. This agreement shall not and is not intended to constitute Consultant as an agent, servant, or employee of the Mission Springs Water District and shall not and is not intended to create the relationship of partnership, joint venture or association between the Mission Springs Water District and Consultant.
- dd. Each of the signatories herein hereby represents that he or she has the authority to execute the Agreement on behalf of his or her contracting party.
- ee. 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 the District to the Consultant under this Agreement shall not exceed the contract price specified on Page 1.
 - 1. 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.
 - 2. 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 that is submitted more than sixty (60) days after the due date of such invoice. The 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:
 - i. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;
 - ii. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;

- iii. 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.
3. If the work is satisfactorily completed, District shall pay such invoice within thirty (30) days after acceptance by Mission Springs Water District. Should the 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.
- ff. In the event the Consultant performs additional or different services than those described herein without the prior written approval of the Project Manager, 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.
 - gg. Consultant shall promptly advise the Project Manager 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.
 - hh. Consultant shall 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 conflict with the terms of this agreement or contain additional terms that purport to bind the District, the terms of this agreement shall govern and said additional or conflicting terms shall be of no force or effect.

EXHIBIT A



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: April 19, 2024

Thank you for the opportunity to submit a proposal for California advocacy services. It was a privilege to work with Mission Springs Water District (“Mission Springs”) in years past and we would be thrilled to partner with you again.

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. The relationships also extend to groups like the Association of California Water Agencies and various environmental and environmental justice groups. Lastly, our knowledge of the unique issues facing Mission Springs will allow us to hit the ground running and be valuable as new Legislators are elected to represent the service area.

We appreciate your consideration of CA Lobby for Mission Springs’ 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 represented in Sacramento.

Scope of Work

We would be honored to represent 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.

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 captured 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;
- 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;
- Annually provide a virtual presentation to the Board at a regularly scheduled meeting;
- Provide updates on potential grant opportunities of interest;
- 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

Term, Early Termination & Notice

California Advocacy Services

A. Term of Agreement

This professional services agreement shall be effective upon approval by the parties thereof and shall expire upon one (1) year from the effective Agreement DATE therein. This contract also terminates and replaces any previous agreements between the Mission Springs Water District and CA Lobby, LLC for California Advocacy Services in force prior to the effective date of this agreement.

B. Early Termination of Agreement

This agreement may be terminated at any time upon a thirty (30) day written notice from either party, and without fault or claim for damages by either party.

C. Notice

All correspondence and Notices will be sent to the following addresses as noted below for Mission Springs Water District and CA Lobby, LLC.

OWNER

Attn: Marion Champion
Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240
mchampion@mswd.org

CONSULTANT

Attn: Rosanna Carvacho Elliott
CA Lobby, LLC
1121 L Street, Suite 700
Sacramento, CA 95814
rosanna@calobby.com