

## PROFESSIONAL SERVICES AGREEMENT

This Services Agreement ("Agreement") is dated as of January 1, 2024 (the "Effective Date") between **California Choice Energy Authority**, a joint powers authority, (Client") and **Deveau Burr Group, LLC** a California Limited Liability Company ("Consultant") (Collectively, the "Parties").

### RECITALS

WHEREAS, the Client desires to engage Consultant to perform certain technical and professional services, as provided herein, identified as:

#### **California Choice Energy Authority Lobbying Services**

WHEREAS, the principal members of Consultant are qualified and duly registered/licensed under the laws of the State of California, and Consultant desires to accept such engagement:

NOW THEREFORE, in consideration for the promises made herein, the Parties agree as follows:

#### 1. PARTIES TO THE AGREEMENT.

The parties to the Agreement are:

- A. Client: California Choice Energy Authority
- B. Consultant: Deveau Burr Group, LLC

2. **CONTRACTOR RELATIONSHIP.** Consultant's relationship to the Client shall be that of an independent contractor. Consultant shall have no authority, express or implied, to act on behalf of the Client as an agent, or to bind the Client to any obligation whatsoever, unless specifically authorized in writing by the Client. Consultant shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement, including the training of each employee regarding the rights and responsibilities of an employer and employee for any potential discrimination or harassment claim under state or federal law. Consultant shall report to the Client any and all employees, agents, and consultants performing work in connection with this project, and all shall be subject to the approval of the Client.

3. **TERM.** The term of the Agreement shall be in full force and effect for twelve (12) months, plus tow (2) automatic one-year extensions from the the Effective Date of the Agreement (the "Term") unless the Agreement is sooner terminated in accordance with the Agreement; provided however, that the Client and Consultant may mutually agree in writing to extend the Term of the Agreement.

4. **COMPENSATION.** Consultant's compensation for all work performed in accordance with this Agreement, will be billed in the amount of **\$6,500** per month. No work

shall be performed by Consultant in excess of the total contract price without prior written approval of the Client.

5. FEES. Client will be charged a quarterly fee of \$250.00 for Consultant to the appropriate forms with the California Secretary of State in regard to any lobbying activity provided by Consultant. These filings will be provided to Client on a quarterly basis.

6. INVOICING. Consultant shall invoice Client for the service performed herein as follows:

- a. Monthly Invoicing. Consultant shall send monthly invoices to the Client on/or before the first business day of each month of service for the fees jointly agreed by the Parties. Client shall fully pay Consultant's fees within 15 days of receipt ("Due Date"). Periodic charges under this Agreement are to be computed on a calendar month basis and will be prorated for any partial month on a calendar day basis.
- b. Flat Fee Invoicing. Consultant shall send an invoice to Client upon execution of this Agreement. Client shall pay such invoice in full within 15 days of receipt ("Due Date").
- c. Client Financial Contact. Tammie Holladay shall serve as the direct billing contact for the Client.
  - i. Direct billing contact may be reached at 661-209-9156
  - ii. Consultant shall submit invoices to Tammie@CalChoice.org
- d. Consultant Financial Contact: Wendy Birmingham shall serve as the direct billing contact for the Consultant.
  - i. Direct billing contact may be reached at wendy@alisonturnercpa.com
  - ii. Payments should be sent directly to 2612 17<sup>th</sup> Street, Sacramento, CA 95817

7. TERMINATION OF AGREEMENT. Either Party may terminate this Agreement without cause by providing thirty (30) days written notice to the other party. If any portion of the work is terminated or abandoned by the Client, then the Client shall pay Consultant for any work completed up to and including the date of termination or abandonment of this Agreement. The Client shall be required to compensate Consultant for work performed in accordance with the Agreement up to and including the date of termination.

8. CONFIDENTIALITY. Consultant acknowledges that during the engagement there will be access to and acquaintance with various intellectual property, inventions,

innovations, processes, information, records and specifications owned or licensed by the Client and/or used by the Client in connection with the operation of its business including, without limitation, the Client's business and product processes, methods, customer lists, accounts and procedures. The Consultant agrees not to disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the Client. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the Client, whether prepared by the Consultant or otherwise coming into possession, shall remain the exclusive property of the Company. The Consultant shall not retain any copies of the foregoing without the Client's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by the Client, the Consultant shall immediately deliver to the Client all such files, records, documents, specifications, information, and other items in possession or under control. The Consultant further agrees not to disclose retention as an independent Consultant or the terms of this Agreement to any person without the prior written consent of the Client and shall at all times preserve the confidential nature of the relationship to the Client and of the services hereunder.

9. **CONFLICTS OF INTEREST.** The Consultant represents the freedom to enter into this Agreement, and that this engagement does not violate the terms of any agreement between the Consultant and any third party. The Consultant is expressly free to perform services for other parties while performing services for the Client.

10. **WORKERS' COMPENSATION.** Pursuant to Labor Code section 1861, the Consultant hereby certifies that the Consultant is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the Consultant will comply with such provisions, and provide certification of such compliance as a part of this Agreement.

11. **INDEMNIFICATION.** To the greatest extent allowed by law, the Parties shall agree to mutually indemnify each other and hold harmless its officers, agents and employees against all claims for damages to persons or property arising out of the negligent acts, errors or omissions or wrongful acts or conduct of the Parties, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence by the Parties, its officers, agents, or employees. Indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the Parties, its officers, agents, or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not.

12. **Insurance.**

A. (1) The Consultant, at its expense, shall maintain in effect at all times during the performance of work under this Agreement the following coverage and limits of

insurance, which shall be maintained with insurers listed “A-, VIII” or better in the Best’s Key Rating Guide:

**Commercial General Liability**

Each Occurrence	\$1,000,000
Per Project General Aggregate Including Products/Completed Operations Including Contractual Liability/Independent Contractors Including Property Damage	\$2,000,000

**Commercial Automobile Liability**

Combined Single Limit per Accident for Bodily Injury and Property Damage	N/A
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**Workers Compensation**

As Required by the State of California	Statutory Limits
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**Employer’s Liability**

Each Accident	\$1,000,000
Bodily Injury by Disease	\$1,000,000
Each Employee	\$1,000,000

**Professional Liability**

Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000

B. General Liability insurance shall be at least as broad as ISO form CG2010 11/85 or CG2010 07/04 and CG2037 07/04 combined, or an equivalent providing ongoing and completed operations. Commercial Auto coverage shall be at least as broad as ISO form CA00 01.

C. The Consultant’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insured’s liability.

D. A Waiver of Subrogation must be provided on behalf of the Certificate Holder for the Workers Compensation/Employers Liability policies and a copy of the endorsement must accompany the certificate.

E. Any deductibles or self-insurance retentions must be declared and approved by CCEA. At CCEA’s option, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Client and its officers, employees and representatives (collectively, for purposes of this Section, “Client”), or the insurer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

F. All insurance shall be primary and non-contributory as respects Client. Any insurance or self-insurance maintained by Client shall be in excess of the Consultant’s insurance and shall not contribute with it.

G. The coverage provided under this Agreement shall not contain any special limitations on the scope of protection afforded to Client.

H. Insurance provided and maintained by Consultant must be placed with insurers with a rating of A-, VIII or better by Best's Key Rating Guide, latest edition.

I. Insurance written on a "claims made" basis must be renewed for a period of five (5) years after this contract expires or is terminated. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this contract and will cover Consultant for all claims made by Client arising out of any acts or omissions of Consultant or its officers, employees, or agents during the time this Agreement was in effect.

J. Consultant shall furnish Client with Certificates of Insurance and with original endorsements effecting coverage required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by Client before work commences. Client reserves the right to require complete, certified copies of all required insurance policies at any time.

K. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Client.

L. Certificates of Insurance must be deposited with Client for all coverage required by this contract. Certificates shall meet the following requirements:

(1) Show that the insurance policy has been endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after 30 days' prior written notice (10 days written notice for non-payment) to Client.

(2) List in the “Descriptions of Operations/Locations/Vehicles/Special Items” section:

**“California Choice Energy Authority Lobbying Services”**

California Choice Energy Authority, its officers, employees and representatives are included as additional covered parties, but only insofar as the operations under this contract are concerned.”

(3) List in the “Certificate Holder” section:

California Choice Energy Authority, 44933 Fern Avenue, Lancaster, California 93534.

M. Consultant shall include all subcontractors as an insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. Subcontractors are subject to the same insurance requirements as the Consultant.

N. The coverage shall contain no special limitations on the scope of protection afforded to the insured entities. The Consultant’s insurance coverage shall be primary insurance as respects Client.

13. ENTIRE AGREEMENT. This Agreement comprises the entire integrated understanding between Client and Consultant concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements.

14. INTERPRETATION OF THE AGREEMENT and SEVERABILITY. The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to Client. The Consultant shall be responsible for complying with all local, state, and federal laws whether or not said laws are expressly stated or referred to herein. Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

15. REPRESENTATIONS AND WARRANTIES. Each Party represents and warrants that it has the power and authority to enter into this Agreement, and the execution, delivery and performance of this Agreement and the transactions and other documents contemplated have been authorized by the Parties. This Agreement has been executed and delivered by each Party, and constitutes a legal, valid and binding obligation of the Party, fully enforceable against the Party in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium, and similar laws of general applicability relating to or affecting creditors' rights, and general equity principles.

16. AGREEMENT MODIFICATION. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.

17. SIGNATURES. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Consultant and the CLIENT.

IN WITNESS WHEREOF, the parties hereto agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement to be executed by the signatures below.

**Deveau Burr Group, LLC**

**California Choice Energy Authority**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Andrea Deveau

Name: Jason Caudle \_\_\_\_\_

Title: Managing Partner

Title: Executive Director \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Andrea Alexander, Board Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Allison Burns, General Counsel

## SCHEDULE A

### SCOPE OF SERVICES

#### DUTIES:

The Consultant will provide:

1. **Legislative Monitoring:** Keeping track of proposed legislation relevant to the client's interests and providing regular updates on the status and progress of such bills.
2. **Strategic Planning:** Developing and implementing strategies to advocate for particular policies, regulations, or issues in the state's legislative and regulatory processes.
3. **Government Relations and Advocacy:** Building relationships with key lawmakers, government officials, and stakeholders to promote the client's objectives and influence decision-making.
4. **Issue Analysis and Research:** Conducting in-depth research and analysis on issues and policy areas of importance to the client, including identifying potential challenges and opportunities.
5. **Coalition Building:** Forming strategic partnerships and alliances with other organizations, interest groups, or businesses that share similar goals or concerns to amplify the client's voice and increase influence.
7. **Regulatory Compliance:** Assisting clients in navigating the complex regulatory processes and ensuring compliance with applicable laws and regulations.