

# EEC

## *Environmental & Energy Consulting*

### CONSULTING And LOBBYING AGREEMENT

This CONSULTING And LOBBYING AGREEMENT (the "Agreement") is made and entered into as of January 15, 2016, by and between Environmental & Energy Consulting (hereinafter "EEC" and sometimes "Consultant") and California Vanpool Authority ("Client:"). (EEC and Client are hereinafter sometimes referred to collectively as the "Parties" and individually as a "Party".)

The Parties hereby agree as follows:

**Term:**

The initial term of this Agreement shall commence on January 15, 2016 and shall expire on July 15, 2016 unless earlier terminated pursuant to the Termination section or extended pursuant to the Extension section of this Agreement.

**Termination:**

Either Party may terminate this agreement at any time for good cause with 30 days written notice. If Consultant or Client encounter a conflict of interest with a pre-existing client each party reserves the ability to terminate this agreement immediately.

**Extension:**

This contract may be extended at any time upon written agreement by both Parties.

**Scope of work:**

Services shall include, but are not limited to, the following:

Consultant will provide strategic advice and advocacy representation as follows:

- Assist Client in the analysis of governmental actions related to Client's priorities, and in the development of messaging and political strategy to achieve Clients' objectives.
- Directly lobbying the State Legislature, Executive Branch, and other State officials, Boards, Commissions, and Agencies, on legislation, administrative rules or other matters identified by Client or Consultant as having a potential material impact on Client's operations in California.
- Assist Client with identifying and pursuing monies from Green Gas Reduction Fund (GGRF) that would assist the Client with expansion of their services statewide.
- Advise and assist Client in building effective relationships with legislative, regulatory and administrative officials, including key policy and budget committees, to increase Client's public profile. Consultant will assist in arranging meetings and introductions between governmental personnel and Client to help accomplish this objective.

- Identifying for Client all pending legislation and proposed regulations that may have a potential material impact on Client's operations in California.

**Relationship:**

Consultant will at all times be an independent contractor to the Client. The manner in which Consultant shall render services to Client will be within Consultant's sole control and discretion, subject to the terms of this Agreement. Nothing herein or done in furtherance of this Agreement shall cause either Party to be the employee or agent of the other Party for any purpose whatsoever.

As a consultant, EEC will not be included in or be a part of any of client's employee health and benefits plans, nor will he/she be covered by client's professional liability coverage. Professional liability insurance is the sole responsibility of Consultant.

**Compensation and Services:**

Client shall pay EEC a retainer of \$3,000 per month for Consulting and Lobbying Services, commencing on January 15, 2015. The monthly retainer shall be due and payable on or before the 15<sup>th</sup> day of each month.

**Reimbursement of Expenses:**

Client shall reimburse Consultant for any extraordinary expenses or costs incurred by Consultant on behalf of Client and approved in advance by the Client. A request for reimbursement of any expense approved in advance shall be accompanied by a receipt.

**Limitation of Liability:**

Client shall not be liable to Consultant for any incidental, indirect, special or consequential damages of any kind arising out of this Agreement or the relationship between Consultant and Client, including without limitation, loss or profit.

**Assignment:**

This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of assigns of the Parties, but neither this Agreement nor any of the rights, interest, or obligations hereunder may be assigned by either Party without the prior written consent of the other Party.

**Compliance with Law:**

Each Party agrees that it will comply with all applicable laws and regulations.

**Amendment:**

This Agreement may only be amended, or any provision waived, by written agreement executed by each Party.

**Governing Law:**

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

**Complete Agreement:**

This Agreement constitutes the complete and exclusive statement of the agreement between EEC and Client that supersedes all proposals, oral or written, and all other communications between EEC and Client relating to the subject matter of this Agreement.

**Accepted:**

EEC

By:  
Name (Print): Reed Addis  
Title: Principal  
Date:

California Vanpool Authority

By:  
Name (Print): Ron Hughes  
Title: Executive Director  
Date: