



## PROFESSIONAL TREASURER CONSULTING AGREEMENT

This Professional Treasurer Consulting Agreement (this "**Agreement**"), by and between Deane Corporation, doing business as, Deane & Company ("**Consultant**") and **Ballot Measure Committee Name Sponsored by the College of the Sequoias Foundation (Client)**), is entered into as of \_\_\_\_\_ (the "**Effective Date**"). Client and Consultant shall sometimes be referred to herein collectively as the "**Parties**" and individually as a "**Party**."

WITNESSETH:

WHEREAS, Client desires to avail itself of the expertise and consulting services of Consultant and Consultant desires to make expertise and consulting services available to Client upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the agreements herein contained, the Parties agree to the following:

1. STANDARD CONSULTING SERVICES. Upon written request by Client, Consultant hereby agrees to perform the following consulting services (the "Services") during the term of this Agreement:
  - a) Prepare and file Statement of Organization (Form 410);
  - b) Open and maintain the campaign bank account(s) for all accounts;
  - c) Receive and deposit all contributions and enter or request necessary information, from donors, for reporting purposes;
  - d) Manage campaign funds for disbursement from the appropriate committee bank account based on committee authorization;
  - e) Provide Client with copies of all bank statements and reconcile all bank accounts monthly. Allow Client online access to bank account(s) and provide bank reconciliation documents upon request;
  - f) Prepare and file all required campaign statements with relevant filing agency and/or officer. File such forms electronically where required by law or policy;
  - g) Track special election filings and off election year filings; and
  - h) Prepare and file the following tax forms, SS-4, W-9, 1120POL & FTB100 where required.
  
2. ADDITIONAL CONSULTING SERVICES. Upon written request by Client, Consultant hereby agrees to perform the following additional consulting services (the "Additional Services") during the term of this Agreement. These Additional Services will add additional costs and fees to Client's retainer and bill. All such costs and fees are the responsibility of the Client.

- a) Draft and file IRS Form 990;
  - b) Manage payroll services for a campaign. If payroll services are utilized, the additional fees include but are not limited to, the fees associated with use of the payroll software and any filings required for payroll; or
  - c) Conduct an internal audit. If the Client is selected for an audit, Consultant will coordinate with auditor and facilitate compliance with the audit. In the event of an audit, Client will pay Consultant in advance of the audit, a fixed sum based on the size and scope of the audit.
3. CLIENT'S OBLIGATIONS. Client hereby agrees to perform the following actions such that Consultant may adequately perform Services and/or Additional Services, as applicable.
- a) Forward all contributions received by Client to Consultant, within a timely manner. When possible, the Client or its agents should provide Consultant the following information for all contributions, date received, contributors name, street address, occupation and employer information or committee I.D. # (if self-employed, please provide the name of the business) including any intermediary information;
  - b) Forward all disbursement requests, to Consultant, with invoice or receipts. When possible, provide the vendor's name, address and Tax I.D. # (if required), provide a description of expense, authorized signature, committee info for contributions (committee name, I.D. #, address, office sought, district and date of election);
  - c) Provide Consultant with copies of all campaign mailings (fundraising or other campaign literature);
  - d) If the Client receives any loans, provide loan documentation to Consultant;
  - e) If the Client would like the Consultant to prepare loan documentation, Client must provide the following information: Loan provider, amount, date, term, interest rate and any other pertinent information relating to the loan; and
  - f) Provide contributors with a notice of receipt of their contribution, unless an alternate arrangement is agreed to between the Parties.
4. CLIENT'S REPRESENTATIONS AND WARRANTIES. Client hereby represents and warrants that:
- a) Client understands Consultant is not an attorney and cannot provide any legal advice. Consultant will not, at any point, provide the Client with legal advice. Any legal questions will be forwarded to the attorney on file for Client, or as directed by Client.

1787 Tribute Road, Suite K, Sacramento, CA 95815  
Phone: (916) 285-5733 Fax: (916)333-1344  
www.deaneandcompany.com

- b) Client will adhere to the rules/regulations set forth in California's Political Reform Act and/or in Client's local jurisdiction(s) as applicable
  - c) Client understands that Consultant will not review mailers or other campaign literature, disclaimers, or other correspondence for compliance with California's Political Reform Act and that Client is advised to retain an attorney to review such materials.
  - d) Client understands that Consultant does not have expertise practicing as a professional treasurer in Tulare County, California. Client is solely responsible for compliance with the law of Tulare County, California and will not seek to hold Consultant responsible for any violations of local law.
  - e) Client understands that Consultant's ability to professionally perform its duties is predicated on Client's compliance with the Clients obligations as set forth in Section 3 and Section 4 of this Agreement.
5. TERMS OF AGREEMENT. The term of the Agreement shall begin on Effective Date and shall end on upon termination of the committee. Termination may occur at any time, at the discretion of either Client or Consultant upon thirty (30) days written notice to the other.
6. COMPENSATION. Client shall pay Consultant a monthly retainer in accordance with the following fee schedule:

\$500/month for June 2022;  
\$750/month from July 2022 to August 2022;  
\$1,000/month from September 2022 to November 2022; and  
\$500/month until termination.

Client's fee shall be deducted from their account automatically on the first business day of each month. A copy of the invoice will be forwarded to the Client.

7. FEES. Client shall reimburse Consultant for all expenses reasonably incurred in the course of performing Services and or Additional Services. These services include but are not necessarily limited to:

Postage,  
Copies/Faxes - \$0.15 per page,  
Envelopes Small/Large = \$0.20/\$0.75,  
Storage \$5.00/month,  
Courier Fees (vary),  
Overnight Fees (vary), and/or  
Netfile software - \$225 per quarter (reimbursed on a quarterly basis)

1787 Tribute Road, Suite K, Sacramento, CA 95815  
Phone: (916) 285-5733 Fax: (916)333-1344  
www.deaneandcompany.com

8. REPORT AMENDMENTS. Consultant reserves the right to charge additional fees in the event that campaign reports must be amended, and the amendment has become necessary based on a factor, event, or circumstance within the Client's control and not due to an action of Consultant. The amount of the fee is dependent upon the complexity and labor involved in said amendment(s).

9. CONFIDENTIALITY.

(a) Consultant agrees that Consultant will not, directly or indirectly, at any time during the term of this Agreement or thereafter, and without regard to when or for what reason this Agreement shall terminate, divulge, furnish, make accessible, or permit the disclosure to anyone (other than Client or other persons employed or designated by Client) any knowledge or information of any type whatsoever acquired by Consultant in the course of the consultancy, including but not limited to knowledge or information relating to the business or activities of Client, including business and activities relating to the services rendered under this Agreement, whether disclosed orally or visually to Consultant and whether stored on any tangible medium or memorialized by Consultant ("Confidential Information").

(b) The term Confidential Information does not include any information which (i) at the time of disclosure to Consultant was or thereafter became publicly available or a matter of public knowledge, by some means other than a breach of this Agreement by Consultant; (ii) was given to Consultant by a third party who is not obliged to maintain confidentiality; (iii) has been independently acquired or developed by Consultant; (iv) was in the possession of or known by Consultant prior to this Agreement or any preceding agreement for fundraising or political consulting services to which Consultant and Client were parties; or (v) is Work Product, so long as any information specifically identifying Client is removed or redacted from such Work Product.

(c) Consultant shall not be liable for disclosure of Confidential Information if such disclosure is pursuant to judicial action or other lawfully compelled disclosure, provided that Consultant notifies Client of the need for such disclosure as soon as practicable after such need becomes known and gives Client a reasonable opportunity to contest such disclosure or seek other appropriate relief.

10. INDEMNIFICATION. Each Party shall indemnify and hold the other Party and its agents, directors, officers and employees (collectively, "Indemnified Parties"), harmless from any and all liabilities, losses, damages, demands, settlements, judgments, costs and expenses, including reasonable attorneys' fees, arising from or

1787 Tribute Road, Suite K, Sacramento, CA 95815

Phone: (916) 285-5733 Fax: (916)333-1344

[www.deaneandcompany.com](http://www.deaneandcompany.com)

related to (i) the Party's breach of any of the representations, warranties, covenants, or obligations set forth in this Agreement, (ii) the Party's violation or alleged violation of any federal, state or local law, ordinance, rule, regulation or other governmental requirement, (iii) the Party's use of materials provided by the other Party, or (iv) the Party's gross negligence or willful misconduct.

11. **LIMITATION ON LIABILITY.** In no event shall the Indemnified Parties be liable for any consequential, incidental, indirect, special, exemplary or punitive damages, including loss of profit, business interruption and loss of information whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damage was foreseeable and whether or not Consultant has been advised of the possibility of such damages. The Indemnified Parties' aggregate liability for all cases and controversies arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, shall not exceed the total of the amounts paid to Consultant pursuant to this Agreement.
12. **COMPLIANCE WITH LOCAL LAW.** Under no circumstances, shall Consultant be liable for any liabilities, losses, damages, demands, settlements, judgments, costs and expenses, including reasonable attorneys' fees, arising from or related to Consultant's failure to comply with the law and regulations of Tulare County, California.
13. **NON-EXCLUSIVITY.** This Agreement is not exclusive. Consultant has the right to perform services for others during the term of this Agreement.
14. **NO WARRANTY.** Except as expressly contained herein, Consultant makes no representations about the suitability, results, or timeliness of the Services provided by Consultant for any purpose. All services are provided "AS IS" and "AS AVAILABLE" without warranty of any kind. Consultant disclaims all representations and warranties with regard to the Services, including all implied warranties and conditions of merchantability, fitness for a particular purpose. No advice or information obtained from Consultant, or from any Indemnified Party, shall create any warranty not expressly stated in this Agreement.
15. **GOVERNING LAW; VENUE.** This Agreement shall be construed and governed by the law of California, without reference to its choice of law principles. Any claim or cause of action arising from this Agreement shall be brought only in Sacramento County, California, and the Parties hereby agree to the jurisdiction and venue of those courts for any such dispute, and waive all objections to such jurisdiction and venue.

1787 Tribute Road, Suite K, Sacramento, CA 95815  
Phone: (916) 285-5733 Fax: (916)333-1344  
[www.deaneandcompany.com](http://www.deaneandcompany.com)

16. INTEGRATION. This Agreement constitutes the entire agreement between the Parties and supersedes and terminates all prior agreements and understandings, written or oral, between the Parties relating to the subject matter herein addressed. Each of the Parties acknowledges that no other party, nor any agent or attorney of any other party, has made any promise, representation, or warranty whatsoever, and acknowledges that the Party has not executed or authorized the execution of this Agreement in reliance upon any such promise, representation or warranty, that is not expressly contained herein.

17. MISCELLANEOUS. This Agreement may not be changed orally, but only by agreement in writing signed by the Party against whom enforcement of any waiver, change, modification or discharge is sought. Section headings are for convenience of reference only and shall not be considered a part of this Agreement. This Agreement, and any amendments thereto, may be executed and delivered in counterparts, all of which taken together shall constitute a single instrument. The invalidation of any portion of this Agreement shall not affect the validity of any other provisions. In the event that any portion of this Agreement is held to be invalid, the remaining provisions shall be in full force and effect as if they had been executed by both Parties subsequent to the removal of the invalid provision.

18. NOTICES. Notices or correspondence under this Agreement shall be delivered from one Party to the other, by e-mail, overnight delivery, or by registered or certified mail, directed to the addresses set forth below.

If to Consultant:

Deane & Company  
1787 Tribute Road, Suite K  
Sacramento, CA 95815

If to Client:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

19. SURVIVAL. The rights and obligations of the Parties under Sections 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18 and Section 3 to the extent that there are any outstanding invoices or payment obligations, will survive expiration or termination of this Agreement by either Party for any reason.

1787 Tribute Road, Suite K, Sacramento, CA 95815  
Phone: (916) 285-5733 Fax: (916)333-1344  
www.deaneandcompany.com

IN WITNESS WHEREOF, the Client and Consultant each has caused this Agreement to be signed by its duly authorized representative as of the day and year first above written.

CONSULTANT:  
Deane Corporation

COMMITTEE:  
Ballot Measure Committee Name,  
Sponsored by the College of the Sequoias  
Foundation

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

1787 Tribute Road, Suite K, Sacramento, CA 95815  
Phone: (916) 285-5733 Fax: (916)333-1344  
www.deaneandcompany.com