

Golden West Community Services District

P.O. Box 448, El Dorado, CA 95623
gwcsd.org



PROFESSIONAL CONSULTING SERVICES AGREEMENT

This Agreement is made between the Golden West Community Services District (the District) and _____ (Consultant), collectively the Parties, on this _____ day of _____, 202_, for the District's purpose of obtaining Consultant's advice and assistance formulating and executing Projects relating to the District's mission: Maintenance, Repair and Enhancement of the public roads within the District.

1. **SCOPE:** At the request of the District Board, Consultant will provide: a) analysis, advice, recommendation(s) and guidance regarding planning and formulation of Projects to repair, maintain and enhance District roadways; b) assistance and review of work statements for Project work packages and contracts; c) advice pertaining to responsiveness of and quality of approach proposed by third-party contractors' proposals for Project performance; and/or d) evaluation(s) of contractor performance on Projects in the areas of preparation, work in progress and work completed under Project contracts issued by the District.
2. **TERM:** This Agreement will continue in force until modified or canceled. Modifications comprise changes to aspects of this Agreement that are agreed in their entirety by both Parties and adopted by signatures representing the District and the Consultant. Cancellation may be made by either Party, at any time, and at the sole discretion of the Party. Cancellation shall be effective upon receipt by either Party of a written Notice of Cancellation issued by the other Party.
3. **DISTRICT REPRESENTATIVE:** The Consultant will receive and respond to requests and direction from the President of the District Board or a District Director otherwise named by the President (Designee) to provide same. The District President or his/her Designee will serve as District Representative to the Consultant, and be responsible for:
 - a. Communication undertaken between the District and the Consultant regarding scope, progress and results of the Consultant's work;
 - b. Resolution of any questions of or disputes arising between the District and the Consultant;
 - c. Approval of the Consultant's invoices for payment;
 - d. Implementation of modifications to or cancellation of this Agreement.
4. **COMPENSATION:** The District shall pay Consultant for his/her services rendered on a Time and Materials basis. Consultant's charged time shall be billed and paid at \$____ per hour. Consultant's expenses shall be billed and paid at actual cost to Consultant. Consultant's expenses may include

mileage to be reimbursed at rates established and published by the United States Department of the Treasury, Internal Revenue Service. Upon receipt of an invoice submitted by Consultant, the District Representative will consider and possibly approve the invoiced charges. Consultant's expenses cannot include any amounts paid to third parties for services or goods unless such goods have been delivered to the District pursuant to the District's request. Upon the District Representative's approval of invoiced charges, the District Financial Officer will timely submit Consultant's approved invoice for payment. In the case of questions arising as to accuracy of invoiced charges, the District Representative and the Consultant will work to resolve such questions to mutual satisfaction, whereupon the Representative will approve the charges so resolved.

5. **REGISTRATIONS AND LICENSES:** The Consultant shall be registered with the El Dorado County Auditor/Controller's office as an approved County Vendor, and shall provide his/her Vendor Identification number to the District Financial Officer for processing of invoice payments. The Consultant shall further maintain a license to do business in El Dorado County, whether as an individual, sole proprietor, partnership or corporation. In the event the District seeks services that require registration with the State of California, the District will determine whether Consultant is duly licensed in that capacity and, if so, request documentation of such license from Consultant prior to Consultant's provision of any such services.
6. **CONFLICT OF INTEREST:** The District and the Consultant will ensure that Consultant's services provided to the District do not cause any Conflict of Interest in fact or appearance. The District's interest lies solely in maintaining and improving District roadways and associated infrastructure, the Consultant's interest under this agreement is limited insofar as to provide professional services to assist the District in its mission. Neither the District nor its Board Members shall request or receive services from or actions on behalf of the Consultant that provide tangible or intangible benefits of a personal, social, collegial, professional or familial nature. Similarly, Consultant shall not solicit or request such actions on the part of the District or its Board Members for Consultant's like benefit. Consultant shall not engage third parties in Consultant's work for pay, and shall not invoice any costs for third-party compensation for services rendered. Consultant shall timely inform the District Representative of any personal or professional association the Consultant may have with contractors or other vendors for services that the Consultant recommends or that the District may have cause to employ to perform any portion of any Project for which the Consultant has provided services to the District as contemplated in this Agreement.
7. **WARRANTIES:** Except in a manner consistent with Consultant's required Professional Registration with the State of California, if any, Consultant provides no warranty regarding veracity, practicality or desirability of recommendations or judgments provided as a service to the District, nor does Consultant bear any responsibility for implementation of Consultant's recommendations or judgments under any third-party contracts issued by the District.

- 8. SEVERABILITY: Should one or more terms of this Agreement be determined invalid, the remaining terms of this Agreement not so determined will remain in force.
- 9. ENTIRE AGREEMENT: The foregoing represents the entire Agreement between the District and the Consultant for provision of Consultant's professional services to the District in furtherance of the District's responsibilities.

Affirmed and agreed on this _____ day of _____, 202_ by:

[NAME], President, Golden West Community Services District

[NAME], [TITLE], Consultant