

## CONTRACT FOR CONSULTANT SERVICES

**THIS CONTRACT FOR CONSULTANT SERVICES** ("Contract") is made and entered into as of this 1<sup>st</sup> day of September 2023, by and between City of Placerville ("Client"), and Townsend Public Affairs, Inc., a California corporation ("Consultant"). For valuable consideration, Client and Consultant agree:

1. Term.  
This Contract is effective as of the date above. The terms and conditions of this Contract shall remain in full force for the period set forth in Exhibit "A."
2. Services.  
Consultant will, in accordance with the terms of this Contract, perform the services described in Exhibit "A," ("Services").
3. Fees.  
Client agrees to pay Consultant for the Services in accordance with the provisions of the Fee Schedule set forth in Exhibit "A."
4. Expenses.  
*Subject to prior written authorization*, Client shall reimburse Consultant for all itemized expenses with third party vendors incurred while providing Services as defined herein on behalf of Client. Such expenses shall be billed to the Client on a monthly basis and reimbursement thereof will be due upon receipt.
5. Laws, Rules and Regulations.  
Consultant shall perform the Services in accordance with all applicable local, state and federal laws and regulations, exercising the standard of care applicable to Consultant's profession.
6. No Condition to Payment.  
It is the intention of the parties to this Contract that the Services rendered hereunder and the payments made hereunder are not in any way contingent upon the achievement of any specific result including, without limitation, the defeat or enactment of any legislative or administrative proposal. Consultant does not guarantee, represent or warrant any specific results in connection with the provision of Services. The parties hereto agree that such sums as are paid pursuant to this Contract shall be deemed to be the reasonable value of Services rendered hereunder.
7. Independent Contractor.  
Client confirms to Consultant that the Services provided by Consultant to Client hereunder are not of a type performed by Client on its own behalf and are not within the scope of Client's usual business. It is the intention of the parties to this Contract that the Services rendered hereunder shall be so rendered by Consultant as an independent contractor and not as an employee, agent, joint venturer or partner of Client. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between Client and Consultant or any employee or agent of Consultant. Consultant's performance of the Services shall not be subject to the control and direction of Client. Both parties acknowledge that Consultant is not an employee for state or federal tax purposes. Consultant fully retains the right to contract with and perform services for other parties during the entire term hereof.



16. Execution.


The representatives of Client and Consultant warrant that they have authority to sign on behalf of and bind their principals and have caused this Contract to be duly executed the day and year first above written.

"CONSULTANT"

"CLIENT"

TOWNSEND PUBLIC AFFAIRS, INC.

CITY OF PLACERVILLE

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

By: M. Cleve Morris \_\_\_\_\_

Name: Christopher Townsend \_\_\_\_\_

Name: M. Cleve Morris \_\_\_\_\_

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

Title: City Manager \_\_\_\_\_

**EXHIBIT "A"**  
**TO**  
**CONTRACT FOR CONSULTANT SERVICES**

**TERM:** September 1, 2023 through Project Completion

**FEE SCHEDULE:** \$7,500 per application due by September 15, 2023

**SERVICES:** Application for CPUC Last Mile Federal Funding Account

- Development and submittal of grant application
- Provide overview of full application requirements
- Assemble project background and details
- Funding advocacy
- Post-grant submittal advocacy
- Post-award grant administration and compliance
- Comprehensive follow-up on unsuccessful applications

Client Initials CM

Consultant Initials Ct