

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this "Agreement") is made and entered into as of the <u>13</u> day of <u>JULY</u>, <u>2024</u> (the "Effective Date"), by and between <u>Sierra Water Core</u> of 92225 HWY 70Vinton Ca (the "Service Provider") and <u>Grizzly Lake CSD</u> of 119 Delleker Rd Portola California ("CSD Company") **WHEREAS**, the CSD Company wishes to obtain the professional services of the Service Provider; and,

**WHEREAS**, the Service Provider has the knowledge, skill and capability to perform such services for the CSD Company.

**THEREFORE**, in consideration of the foregoing, the parties, intending to be legally bound, hereby agree to the following:

- 1. **Services**. The Service Provider is hereby retained by the CSD Company, and Service Provider agrees to provide the services set forth:
  - **Provide a License Operator** with Certification of a D1 operator 1 day a week.
- 2. **Service Requirements**. General operations of water distribution system i.e. sample collections, distribution monitor reports,
- 3. **Nature of Services**. To supply CSD Company with professional licensed water treatment operators to work on water system.
- a. Work Product. Any and all reports, documentation, files, media and other materials created or produced by Service Provider in connection with the Services rendered hereunder shall be deemed "Work Product."
- 4. **Payment**. The CSD Company agrees to pay Service Provider <u>\$4000</u> <u>each month</u> for Services in accordance with the terms of this Agreement. The fee shall be due and payable monthly. The fee shall be payable within fifteen (15) days after receipt and approval by the CSD Company of Service Provider's invoice. Not included in this agreement is any outside duties such as Consulting, Pipe repair, Excavation ect. Service Provider shall not incur or charge the CSD Company any other fees or expenses without the prior written authorization of the CSD Company. Performance beyond the limitations set forth in this Agreement.
- 5. **Term**. The term of this Agreement shall commence on the Effective Date and shall continue until \_\_\_\_\_\_, unless this Agreement is otherwise extended or terminated in accordance with the terms specified herein. Contract Agreement can be dissolved by either party, for any reason at any time.

6. **Entire Agreement**. This Agreement, including the exhibits hereto, represents the entire agreement between the parties hereto and supersedes all prior and contemporaneous written or oral agreements and all other communications between the parties relating to the Services to be rendered hereunder. Any additions, deletions or modifications shall not be binding on either party unless accepted and approved in writing by duly authorized representatives of both parties. In the event of any contradictory provisions between this Agreement and the terms of any Exhibits, attachments or schedules hereto or any purchase order or other documents issued by the CSD Company or Service Provider in connection herewith, the terms set forth in the body of this Agreement shall prevail.

**IN WITNESS WHEREOF**, this Professional Services Agreement has been duly executed by the authorized representatives of the parties hereto as of the date first set forth above.

Dated:	, 20 <u></u>	Grizzly Lake CSD	
Authorized Signature:			
Name:	Bob Howell		
Title:			
Dated:	, 20	_ Sierra Water Core	
Authorized Signature:			
Name:	Justus Lundy		
Title:			