

# RANCHO MURIETA COMMUNITY SERVICES DISTRICT PROFESSIONAL SERVICES AGREEMENT

*(Engineering • Financial • Legal • Consulting)*

This Professional Services Agreement (“**Agreement**”) is entered into as of \_\_\_\_\_, 2026 (“**Effective Date**”), by and between the **Rancho Murieta Community Services District**, a California community services district (“**District**”), with its principal place of business at 15160 Jackson Road, Rancho Murieta, California 95683, and [**Consultant Legal Name**], a [state and entity type], with its principal place of business at [address] (“**Consultant**”). District and Consultant may be referred to individually as a “Party” and collectively as the “Parties.”

## RECITALS

- A. District requires professional services for [describe general subject matter] (“**Project**”), all as more fully described in this Agreement.
- B. Consultant is duly licensed and/or otherwise fully authorized by applicable law, and has the necessary experience and qualifications, to provide such services. District enters this Agreement in substantial reliance on Consultant's experience, qualifications, and representations.
- C. District desires to retain Consultant as an independent contractor, and Consultant desires to serve District, to perform the Services in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

## AGREEMENT

### 1. CONSULTANT'S SERVICES

#### 1.1 Scope of Services.

Consultant shall perform the professional services described in the Scope of Services attached as Exhibit A (the “Services”) for the Project. District may request, in writing, changes in the Scope of Services. Any changes mutually agreed upon by the Parties, and any increase or decrease in Compensation, shall be incorporated by written amendment to this Agreement signed by both Parties.

#### 1.2 Standard of Performance.

Consultant shall perform the Services with the degree of care, skill, and diligence that a reasonably prudent professional in the same discipline would exercise under similar circumstances, in compliance with all applicable laws, regulations, codes, and professional standards. All Services shall meet the standard of care and quality ordinarily expected of competent professionals in Consultant's field.

#### 1.3 Party Representatives.

The District Representative shall be the General Manager, or such other person designated in writing by the General Manager. The Consultant Representative shall

be [Name, Title]. The Consultant Representative shall directly manage Consultant's Services under this Agreement. Consultant shall not change the Consultant Representative without District's prior written consent, not to be unreasonably withheld.

#### **1.4 Key Personnel.**

The following individuals are designated as key personnel essential to the successful performance of the Services: [describe by name or reference to Exhibit A resumes]. Consultant shall not remove or replace key personnel without the District's prior written consent. If key personnel become unavailable for a continuous period exceeding 30 workdays, Consultant shall promptly notify District and propose a replacement with at least substantially equal ability and qualifications for District's approval.

*Drafting note: This section may be replaced with "Intentionally omitted" if the District is not requiring designation of key personnel.*

#### **1.5 Personnel Qualifications.**

Consultant has secured, or will secure at its own expense, all personnel required to perform the Services. All Services shall be performed by, or under the direct supervision of, Consultant. All personnel engaged in the Services shall be qualified and licensed (where required by law) to perform such Services.

#### **1.6 Subconsultants.**

Consultant shall not engage any subconsultant to perform any portion of the Services without District's prior written approval. Approved subconsultants shall be required to obtain the insurance coverages specified in Section 9 of this Agreement and to provide proof of same to District. Consultant shall be fully responsible for all work performed by approved subconsultants.

#### **1.7 Compliance with Laws.**

Consultant shall comply with all applicable federal, state, and local laws, ordinances, statutes, codes, and regulations, including Cal/OSHA requirements. Consultant shall obtain and maintain during the Agreement term all licenses, permits, and certificates required by law for the provision of the Services, including a current business license.

#### **1.8 Deliverables.**

Consultant shall provide all deliverables and work product identified in Exhibit A in the format(s) and by the deadlines specified therein.

## **2. TERM**

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### **2.1 Term.**

The term of this Agreement shall commence on the Effective Date and shall expire on [date], unless earlier terminated as provided in Section 12 of this Agreement. Time is of the essence. Consultant shall complete the Services within the term of this Agreement and shall meet any other schedules and deadlines established in Exhibit B.

### **2.2 Extension.**

The Parties may, by mutual written amendment signed by both Parties, extend the term if necessary to complete the Services.

### **3. COMPENSATION**

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#### **3.1 Compensation.**

As full compensation for Services satisfactorily rendered, District shall compensate Consultant as set forth in the Approved Fee Schedule attached as Exhibit C, on a [time-and-materials / not-to-exceed / fixed-fee] basis. In no event shall the total amount paid for Services under this Agreement exceed \$[Amount] (the "Maximum Compensation") without a prior written amendment. This amount covers and is inclusive of all labor, materials, and any and all other costs and expenses incurred by Consultant in performing the Services, unless reimbursable expenses are separately and expressly authorized in Exhibit C.

#### **3.2 Reimbursable Expenses.**

Reimbursable expenses, if any, must be expressly authorized in Exhibit C, substantiated with receipts, and invoiced at actual cost without markup, unless a markup is expressly stated in Exhibit C. District shall not reimburse for travel, meals, or lodging unless expressly authorized in writing in advance.

#### **3.3 No Minimum Guarantee.**

District makes no guarantee of any minimum quantity or dollar amount of Services to be authorized or performed under this Agreement.

#### **3.4 Unauthorized Services.**

District will not pay for any services or expenses not specified in the Scope of Services and not authorized in writing by the District Representative (within the District Representative's delegated authority) or the Board of Directors prior to performance. Any additional services or expenses so authorized shall be compensated at the rates in Exhibit C, or at rates mutually agreed in writing.

### **4. INVOICING AND PAYMENT**

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#### **4.1 Invoices.**

Consultant shall submit itemized monthly invoices to: [District Billing Contact / Email]. Each invoice shall reference the Agreement number, billing period, description of Services performed, tasks completed, hours by personnel classification with applicable rates, reimbursable expenses with receipts, and cumulative amounts billed and remaining.

#### **4.2 Payment.**

District shall pay all undisputed invoice amounts within 30 calendar days after receipt, up to the Maximum Compensation. District shall notify Consultant in writing within 10 business days of receipt of any disputed invoice amounts, identifying the basis for the dispute. Consultant shall continue performance pending resolution of any dispute. District does not pay interest on late or disputed amounts.

#### **4.3 Tax Withholding.**

District shall not withhold federal or state payroll taxes or similar deductions from payments to Consultant. Notwithstanding the foregoing, if Consultant is a California nonresident, District will withhold the amount required by the Franchise Tax Board pursuant to Revenue and Taxation Code section 18662 and applicable regulations.

#### **4.4 Final Payment.**

Acceptance by Consultant of final payment under this Agreement shall constitute a full release of District from all claims arising out of or related to the Services, except for claims asserted in writing prior to acceptance of final payment and for obligations that expressly survive termination or expiration of this Agreement.

### **5. INDEPENDENT CONTRACTOR**

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#### **5.1 Status.**

Consultant is, and at all times shall remain, an independent contractor and not an employee, agent, partner, or joint venturer of District. Consultant shall have control over the means and methods of performing the Services, subject to the requirements of this Agreement. Consultant shall have no power to incur any debt, obligation, or liability on behalf of District.

#### **5.2 Taxes and Benefits.**

Consultant is solely responsible for all federal and state taxes, withholdings, workers' compensation, unemployment insurance, disability insurance, and benefits for its employees and subconsultants. Consultant shall indemnify and hold District harmless from any taxes, assessments, penalties, and interest asserted against District by reason of the independent contractor relationship created by this Agreement, or from any failure of Consultant to comply with applicable workers' compensation laws.

#### **5.3 No Representation of Agency.**

Consultant and its officers, employees, and agents shall not, at any time or in any manner, represent that they are employees or agents of District.

### **6. CONFIDENTIALITY**

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#### **6.1 Definition.**

"Confidential Information" means all non-public information, data, and materials in any format generated, used, or obtained by District or created by Consultant in connection with the Services under this Agreement that is designated as confidential or that reasonably should be understood to be confidential given the nature and circumstances of disclosure.

#### **6.2 Obligations.**

Consultant shall keep all Confidential Information in strict confidence. Consultant shall not use Confidential Information for any purpose other than performance of the Services, and shall not disclose Confidential Information to any person or entity not connected with the performance of the Services, without prior written authorization by District. Consultant and its officers, employees, agents, and subconsultants shall protect Confidential Information in accordance with applicable law, District policies, and industry best practices.

### **6.3 CPRA; Compelled Disclosure.**

Consultant acknowledges that District is subject to the California Public Records Act (Gov. Code § 7920.000 et seq.). If any person or entity requests or demands, by subpoena, discovery request, CPRA request, or otherwise, Confidential Information or its contents, the party receiving such request shall immediately notify the other Party so the Parties may consider appropriate steps to protect disclosure. Response to a subpoena or court order shall not constitute voluntary disclosure, provided that Consultant gives District prompt notice of such demand.

### **6.4 Survival.**

Consultant's obligations under this Section shall survive the expiration or termination of this Agreement.

### **6.5 Return or Destruction.**

Unless otherwise directed in writing by District, upon completion or termination of this Agreement, Consultant shall destroy or return all Confidential Materials (written, printed, and electronic) and shall provide a written certification to District confirming destruction or return.

## **7. CONFLICTS OF INTEREST**

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### **7.1 No Conflicts.**

Consultant and its officers, employees, associates, and subconsultants shall comply with all conflict of interest statutes applicable to Consultant's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000 et seq.) and Government Code section 1090. Consultant represents that it has no interest, and shall not acquire any interest, direct or indirect, that would conflict with the performance of the Services. No person having any such interest shall perform any portion of the Services.

### **7.2 Concurrent Work.**

During the term of this Agreement, Consultant may perform similar services for other clients; however, Consultant and its officers, employees, associates, and subconsultants shall not, without the District Representative's prior written approval, perform work for another person or entity that would require Consultant or any such person to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

### **7.3 Political Reform Act.**

The Parties acknowledge that Consultant is not a "designated employee" within the meaning of the Political Reform Act and District's Conflict of Interest Code because Consultant will perform the Services independent of the control and direction of District or any District official (other than normal contract monitoring), and Consultant possesses no authority with respect to any District decision beyond the provision of information, advice, recommendation, or counsel. Notwithstanding the foregoing, Consultant shall complete and file any disclosure forms reasonably required by District upon request.

### **7.4 Flow-Down.**

Consultant shall incorporate a clause substantially similar to this Section 7 into any subconsultant agreement executed in connection with the performance of this Agreement.

## **8. INDEMNIFICATION, HOLD HARMLESS, AND DUTY TO DEFEND**

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### **8.1 General Indemnity.**

To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, indemnify, and hold harmless District and its Board of Directors, elected and appointed officials, officers, attorneys, employees, agents, designated volunteers, successors, assigns, and those District agents serving as independent contractors in the role of District officials (collectively, "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith, and the payment of all consequential damages (collectively, "Liabilities"), in law or equity, whether actual, alleged, or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, employees, subconsultants, materialmen, consultants, or their respective officers, agents, or employees in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or agreement of the Parties. Consultant shall defend Indemnitees with counsel of Indemnitees' choice and shall pay all costs and expenses, including attorneys' fees and expert costs incurred in connection with such defense.

### **8.2 Design Professionals.**

If Consultant is a "design professional" as defined in Civil Code section 2782.8, the duty to defend and indemnify shall be interpreted consistent with that section. In no event shall Consultant's total costs incurred pursuant to its duty to defend Indemnitees exceed Consultant's proportionate percentage of fault as determined by a final judgment of a court or final decision of an arbitrator.

*Drafting note: Section 8.2 applies when Consultant is a licensed engineer, architect, land surveyor, or other design professional. It may be replaced with "Intentionally omitted" for non-design-professional engagements.*

### **8.3 Workers' Compensation; Taxes.**

Consultant's indemnification obligations under this Section shall not be limited by the provisions of any workers' compensation act. Consultant expressly waives its statutory immunity under such statutes as to District, its officers, agents, employees, and volunteers. Consultant shall also pay all required taxes on amounts paid under this Agreement.

### **8.4 Subconsultant Indemnification.**

Consultant shall obtain executed indemnity agreements with provisions substantially identical to this Section 8 from each subconsultant or other person or entity involved in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from subconsultants, Consultant shall be fully responsible and shall indemnify, hold harmless, and defend Indemnitees from all resulting Liabilities.

## 8.5 Survival.

Consultant's indemnification and defense obligations under this Section shall survive the expiration or termination of this Agreement.

## 9. INSURANCE

### 9.1 Minimum Coverage and Limits.

Consultant shall not commence Services, and shall not permit any subconsultant to commence work on any subcontract, until all required insurance has been obtained and evidence acceptable to District has been provided. Consultant shall procure and maintain for the duration of this Agreement the following types and minimum limits of insurance with insurers authorized to write insurance in the State of California having a current A.M. Best rating of A:VII or better. Additional insurance requirements, endorsement specifications, claims-made provisions, and verification procedures are set forth in Exhibit D (Insurance Requirements for Professional Services), which is incorporated into this Agreement by this reference:

Coverage Type	Minimum Limits	Scope / Notes
Commercial General Liability	\$2,000,000 per occurrence \$4,000,000 aggregate	ISO CG 00 01 (occurrence form); includes products/completed ops, property damage, bodily injury, personal and advertising injury; no contractual liability exclusion
Automobile Liability	\$1,000,000 per accident	ISO CA 00 01; any auto (owned, hired, non-owned); if no vehicles used, non-owned auto endorsement to CGL required
Workers' Compensation	Statutory	If Consultant has no employees, written declaration required in lieu of policy
Employer's Liability	\$1,000,000 per accident	
Professional Liability / E&O	\$2,000,000 per occurrence or claim \$2,000,000 aggregate	Required for licensed engineers, surveyors, geologists, architects, attorneys, accountants, and other licensed design/professional service providers; claims-made form; retroactive date must be no later than the Effective Date or beginning of Services, whichever is earlier; tail coverage of 5 years post-completion required; see Exhibit D for full claims-made requirements

*Drafting note: The General Liability and Automobile limits above represent standard District minimums. These may be increased for higher-risk, higher-value, or complex engagements. Professional Liability coverage is required whenever Consultant provides services as a licensed professional.*

### 9.2 Exhibit D Requirements; Additional Provisions.

All insurance required under this Section shall comply with the detailed requirements, endorsement specifications, additional insured provisions, primary and non-

contributory requirements, waiver of subrogation, self-insured retention procedures, acceptability of insurers, claims-made policy requirements, verification of coverage procedures, subcontractor insurance obligations, and duration of coverage requirements set forth in Exhibit D (Insurance Requirements for Professional Services – Alliant 2026.1), which is incorporated into this Agreement by this reference. In the event of any conflict between this Section 9 and Exhibit D, the provision more protective of District shall control.

### **9.3 Notice of Cancellation.**

Each required insurance policy shall provide thirty (30) days' prior written notice of cancellation to District (ten (10) days for non-payment of premium). If any policy is cancelled, reduced in coverage, or allowed to lapse, Consultant shall notify District within two (2) business days and shall promptly obtain replacement coverage meeting all requirements of this Section.

### **9.4 Indemnity Not Limited.**

Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify District under Section 8 of this Agreement. District shall be entitled to the benefit of any broader coverage or higher limits maintained by Consultant.

## **10. RECORDS, DOCUMENTS, AND OWNERSHIP OF WORK PRODUCT**

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### **10.1 Maintenance and Audit.**

Consultant shall maintain complete and accurate records, accounts, invoices, time cards, cost control sheets, and other records and documents relating to the Services and invoice preparation for a minimum of four (4) years after receipt of final payment, or for any longer period required by law. District and its authorized auditors may inspect, audit, copy, and transcribe such records and documents upon reasonable notice during normal business hours. In accordance with Government Code section 8546.7, this Agreement and performance and payments under it are subject to examination and audit by the California State Auditor for three years following final payment.

### **10.2 Ownership of Work Product.**

All reports, studies, plans, designs, drawings, specifications, maps, photographs, computer models, CAD files, data files, computer software, and all other documents or things prepared, developed, or created by Consultant under this Agreement and provided to District ("Work Product") shall be the property of District. District shall have the right to use, modify, reuse, reproduce, publish, display, broadcast, and distribute the Work Product and to prepare derivative works based on it without further compensation to Consultant or any other party. Consultant may retain copies of Work Product for its records. The Work Product shall not be the subject of a copyright application by Consultant. Consultant grants District a perpetual, royalty-free, nonexclusive, and irrevocable license to use any preexisting materials embedded in the Work Product to the extent necessary for District's use of the Work Product.

### **10.3 Electronic Format.**

Upon request by District at any time, including at expiration or termination of this Agreement, Consultant shall provide Work Product in a readable, transferable, and usable electronic format generally acknowledged as an industry-standard format for information exchange (e.g., Word, Excel, AutoCAD, PDF).

#### **10.4 Reuse by District.**

If District reuses or modifies Work Product for a use or purpose other than that intended by the Scope of Services, District shall hold Consultant harmless from all claims, damages, losses, and expenses arising from such reuse or modification.

#### **10.5 Confidential Data and Subpoenas.**

All data, reports, documents, and other information developed or received by Consultant in connection with the Services are deemed confidential and shall not be disclosed or released without prior written authorization by District, except as required by law. Consultant shall promptly notify District upon receipt of any subpoena, court order, deposition notice, request for documents, or other legal process regarding the Services or any Project or property within the District. Consultant shall cooperate with District in responding to any such process and shall provide District an opportunity to review any proposed response.

### **11. PUBLIC WORKS AND PREVAILING WAGE (IF APPLICABLE)**

*Drafting note: This section applies only if the Services include work subject to California prevailing wage law (Labor Code § 1720 et seq.), including pre- or post-construction-related work, inspection, land surveying, or maintenance work as defined in Labor Code § 1771 and 8 Cal. Code Regs. § 16000. If the Services are purely professional services with no prevailing-wage-covered component, replace this section with "Intentionally omitted."*

#### **11.1 Prevailing Wages.**

If and to the extent the Services involve work subject to California prevailing wage requirements (Labor Code §§ 1720–1861), Consultant shall comply with all applicable prevailing wage laws, including payment of prevailing wage rates, employment of apprentices, maintenance and submission of certified payroll records, and all other requirements. Prevailing wage rates are available at <https://www.dir.ca.gov/oprl/DPreWageDetermination.htm>.

#### **11.2 DIR Registration.**

If the Services are subject to prevailing wage requirements and the total compensation exceeds the applicable threshold (currently \$25,000 for pre/post-construction work and \$15,000 for maintenance work), Consultant must be registered with the California Department of Industrial Relations pursuant to Labor Code section 1725.5.

Consultant's    DIR    Public    Works    Contractor    Registration    Number:

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#### **11.3 Grant Funding Conditions.**

If any portion of the Services is funded by a federal or state grant or loan agreement imposing funding conditions on District and its contractors or subconsultants, District will notify Consultant of such Funding Conditions and Consultant shall comply with all

applicable Funding Conditions, including provisions concerning recordkeeping, audits, nondiscrimination, and drug-free workplace certification.

*Drafting note: Section 11.3 may be replaced with "Intentionally omitted" if the Project is not subject to a grant or loan agreement.*

## **12. TERMINATION AND DEFAULT**

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### **12.1 Termination for Convenience by District.**

District may terminate this Agreement, in whole or in part, for convenience at any time, for any reason or no reason, upon 10 calendar days' prior written notice to Consultant. Upon receipt of such notice, Consultant shall cease Services as specified and shall immediately deliver to District all Work Product and original documents produced to the date of termination. District shall pay Consultant for all Services satisfactorily performed and accepted through the effective date of termination, based on the applicable fee provisions, less any amounts previously paid. In no event shall Consultant be entitled to receive more than the Maximum Compensation, and Consultant shall have no other claim against District, including for compensation for anticipated profits, termination charges, cancellation or demobilization fees, or lost profits.

### **12.2 Termination for Cause.**

Either Party may terminate this Agreement for material breach not cured within 10 calendar days after written notice to the breaching Party describing the breach in reasonable detail. If District terminates for Consultant's breach, District shall be entitled to offset the costs of cure or completion against any amounts otherwise owing to Consultant.

### **12.3 Termination by Consultant.**

Consultant may terminate this Agreement at any time, for any reason or no reason, upon 30 calendar days' prior written notice to District. In the event of such termination, Consultant shall be compensated only for Services satisfactorily performed and accepted through the effective date of termination.

### **12.4 Suspension.**

District may suspend all or part of the Services upon written notice. Consultant shall resume performance upon written notice from District. The Parties shall negotiate in good faith any appropriate adjustment to the schedule and, if warranted, compensation arising from a suspension exceeding 30 calendar days.

### **12.5 Default.**

Consultant's failure to comply with any provision of this Agreement shall constitute a default. District shall serve Consultant with written notice of the default. Consultant shall have 10 calendar days after service of notice in which to cure the default. If Consultant fails to cure within such period, District may terminate this Agreement without further notice and without prejudice to any other remedy available at law, in equity, or under this Agreement.

## **13. FORCE MAJEURE**

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Neither Party shall be liable for any failure to perform its obligations under this Agreement if such failure is caused by acts of God, embargoes, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, judicial orders, enemy or hostile governmental action, civil commotion, fire, or other causes beyond the affected Party's reasonable control and not due to any act or omission of that Party. Consultant's lack of financial ability shall not constitute a force majeure event. The affected Party shall provide prompt written notice of any force majeure event and shall use commercially reasonable efforts to mitigate the effects thereof.

## **14. MUTUAL COOPERATION**

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### **14.1 District's Cooperation.**

District shall provide Consultant with access to all pertinent data, documents, facilities, and District personnel reasonably necessary for Consultant's proper performance of the Services. Consultant may rely on District-furnished information except to the extent Consultant knows or reasonably should know such information to be inaccurate or incomplete.

### **14.2 Consultant's Cooperation.**

In the event any claim or action is brought against District relating to Consultant's performance of Services, Consultant shall render all reasonable assistance that District requires in connection with the defense of such claim or action.

### **14.3 Board Presentations.**

Upon District's request, Consultant shall attend Board of Directors or committee meetings and make presentations regarding the Services. One (1) such presentation is included in the base fee at no additional cost to District. Any additional presentations requested by District beyond the first shall be compensated at the applicable hourly rates set forth in Exhibit C, and shall be counted toward the Maximum Compensation. Pre-approved, reasonable travel expenses for all Board and committee presentations shall be reimbursable as set forth in Exhibit C.

## **15. GENERAL PROVISIONS**

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### **15.1 Entire Agreement; Amendment.**

This Agreement, including all exhibits, constitutes the entire agreement between the Parties concerning the subject matter and supersedes all prior or contemporaneous oral or written agreements, proposals, representations, and communications. No Party has been induced to enter this Agreement by any representation or warranty not expressly set forth herein. This Agreement may not be amended, and no provision or breach may be waived, except by a subsequent written instrument signed by both Parties. In the event of a conflict, this Agreement controls over the exhibits, unless an exhibit expressly states otherwise and is approved by the Board of Directors.

### **15.2 Governing Law and Venue.**

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of law rules, and without the rule of construction that ambiguities are to be resolved against the drafting party. Any dispute arising under or relating to this Agreement shall be resolved in the Sacramento County

Superior Court or, if federal jurisdiction applies, in the United States District Court for the Eastern District of California.

### 15.3 Attorneys' Fees.

In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement or seeks a declaration of rights or obligations, the prevailing Party shall be entitled to recover all reasonable attorneys' fees, expert fees, and costs actually incurred in connection with such proceeding, in addition to all other relief to which that Party may be entitled.

### 15.4 Notices.

All notices, demands, invoices, or other communications required or permitted under this Agreement shall be in writing and shall be deemed given: (a) upon personal delivery; (b) three business days after deposit in the U.S. Mail, by first-class mail, postage prepaid; (c) on the date of delivery as shown on the receipt of a nationally recognized overnight courier service; or (d) upon the sender's receipt of email confirmation from the other Party. Notices shall be addressed as follows:

#### TO DISTRICT:

Rancho Murieta Community Services  
District  
Attn: General Manager  
15160 Jackson Road  
Rancho Murieta, CA 95683  
Email:  
\_\_\_\_\_

#### TO CONSULTANT:

*[Consultant Legal Name]*  
*Attn: [Name / Title]*  
*[Address]*  
Email:  
\_\_\_\_\_

Either Party may change its notice information by notifying the other Party in the manner provided in this Section.

### 15.5 Assignment and Delegation.

Consultant shall not assign, transfer, delegate, or subcontract any of its rights or duties under this Agreement, whether in whole or in part, by operation of law or otherwise, without District's prior written consent. District's consent to an assignment shall not release Consultant from its obligations under this Agreement. Any attempted assignment or delegation without such consent is void and shall entitle District to terminate this Agreement.

### 15.6 Nondiscrimination and Equal Employment Opportunity.

In the performance of this Agreement, Consultant shall not discriminate against any employee, subconsultant, or applicant for employment because of race, color, religion, creed, national origin, ancestry, sex, gender, gender identity or expression, marital status, age, physical or mental disability, medical condition, genetic information, sexual orientation, military or veteran status, or any other classification protected by

applicable law. Consultant shall take affirmative action to ensure that all employment practices are conducted without such discrimination.

#### **15.7 Waiver.**

No waiver of any breach, failure of condition, or right or remedy shall be effective unless in writing and signed by the waiving Party. No waiver shall be deemed a waiver of any other or subsequent breach or right, nor shall it constitute a continuing waiver unless the writing expressly so states. No payment by District shall constitute an approval or acceptance of any Work Product or a waiver of any breach or default.

#### **15.8 Severability.**

If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.

#### **15.9 No Third-Party Beneficiaries.**

This Agreement is made solely for the benefit of the Parties and their permitted successors and assigns. No other person or entity has or shall acquire any right by virtue of this Agreement.

#### **15.10 Corrections.**

Consultant shall, without additional compensation, promptly correct any errors, omissions, or deficiencies in the Work Product or Services that do not meet the standard of performance required by this Agreement, if reported to Consultant within one (1) year after completion, provided such corrections are not attributable to inaccurate District-furnished information upon which Consultant reasonably relied. If Consultant fails to make such corrections in a reasonably timely manner, District may make such corrections and deduct the reasonable cost thereof from any retention or amounts otherwise owed to Consultant.

#### **15.11 Non-Appropriation of Funds.**

Payments by District to Consultant for Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event District does not appropriate sufficient funds for payment of Consultant's Services beyond the current fiscal year, this Agreement shall cover payment only through the conclusion of the last fiscal year for which District has appropriated sufficient funds and shall automatically terminate at the conclusion of such fiscal year, without further liability to District except for payment for Services performed and accepted through the termination date.

#### **15.12 Time of the Essence.**

Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including all schedules and deadlines in Exhibit B.

#### **15.13 Business Days.**

"Business days" means days on which the Rancho Murieta Community Services District office is open for business.

#### **15.14 Word Usage.**

Unless the context clearly requires otherwise: (a) “shall,” “will,” and “agrees” are mandatory, and “may” is permissive; (b) “or” is not exclusive; and (c) “includes” or “including” are not limiting.

#### **15.15 Headings.**

Section headings are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or the rights or obligations of the Parties.

#### **15.16 Counterparts; Electronic Signatures.**

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Counterparts may be delivered by facsimile, email (including PDF), or any electronic signature method complying with California’s Uniform Electronic Transactions Act (Civ. Code § 1633.1 et seq.). Electronic signatures shall be deemed equivalent to handwritten signatures for purposes of validity, enforceability, and admissibility.

#### **15.17 Corporate Authority.**

Each person executing this Agreement on behalf of a Party warrants that he or she is duly authorized to execute this Agreement on behalf of that Party and that, by such execution, that Party is formally bound to the provisions of this Agreement.

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**RANCHO MURIETA COMMUNITY SERVICES DISTRICT**

*a California community services district*

**By:**

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title: President, Board of Directors

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

**ATTEST:**

\_\_\_\_\_  
*Secretary to the Board of Directors*

**APPROVED AS TO FORM:**

\_\_\_\_\_  
*Patrick L. Enright, General Counsel*

**[CONSULTANT LEGAL NAME]**

*a [State and Entity Type]*

**By:**

\_\_\_\_\_  
Name:

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

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

*Proof of authority to bind the contracting entity is required.*

## EXHIBIT A – SCOPE OF SERVICES

**Project: [Title of Project / Engagement]**

The following outlines the Scope of Services to be performed by Consultant under this Agreement.

**1. Background and Purpose**

[Describe the background, purpose, and general objectives of the engagement.]

**2. Services to Be Performed**

[List each task or service component, including any subtasks, by phase or work category.]

- Task 1: \_\_\_\_\_
- Task 2: \_\_\_\_\_
- Task 3: \_\_\_\_\_

**3. Key Personnel**

[List key personnel by name and role, or reference resumes attached to this exhibit.]

**4. Deliverables**

[List all deliverables, format requirements, and submittal deadlines.]

**5. District Responsibilities**

[List information, access, data, and other assistance to be provided by District.]

**6. Assumptions and Exclusions**

[List any assumptions material to the scope and any work expressly excluded.]

## EXHIBIT B – PROJECT SCHEDULE

**Project: [Title of Project / Engagement]**

Consultant shall perform the Services according to the following schedule:

Milestone / Task	Description	Completion Date
Notice to Proceed	Effective Date of Agreement	
Task 1 Complete	[Description]	
Task 2 Complete	[Description]	
Final Deliverables	All deliverables per Exhibit A	
Project Completion	All Services complete	

*Any extension to the schedule must be in writing and signed by the District Representative, or, if it constitutes an amendment to this Agreement, by both Parties.*

## EXHIBIT C – APPROVED FEE SCHEDULE AND COMPENSATION

**Project:** [Title of Project / Engagement]

### 1. Compensation Structure

[Select and complete the applicable compensation structure: Time-and-Materials (not-to-exceed), Fixed Fee, or other arrangement.]

### 2. Labor Rates

Personnel Classification	Hourly Rate	Notes
[Principal / Partner]	\$_____/hr	
[Project Manager]	\$_____/hr	
[Senior Professional]	\$_____/hr	
[Staff Professional]	\$_____/hr	
[Technician / Analyst]	\$_____/hr	
[Administrative]	\$_____/hr	

### 3. Maximum Compensation (Not-to-Exceed Amount)

Total compensation under this Agreement, including all labor, expenses, and reimbursables, shall not exceed \$\_\_\_\_\_ without a prior written amendment.

### 4. Reimbursable Expenses

[List authorized reimbursable expense categories, any per-unit rates, and any cap amounts. Include a statement that expenses shall be invoiced at actual cost without markup unless otherwise stated above.]

### 5. Invoicing Instructions

[Provide billing contact name, address, email, invoice format requirements, and any purchase order number to reference.]

*Rate schedules are typically valid for the term of the Agreement. If multi-year, specify the rate escalation schedule or provide updated rate schedules by fiscal year.*

## EXHIBIT D – INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES

Source: Alliant Integrated Insurance & Financial Services, Insurance Requirements in Contracts, 2026.1 Version, Exhibit 2 (Professional Services). Incorporated by reference into Section 9 of this Agreement. In the event of any conflict between this Exhibit D and Section 9, the more protective provision for District shall control.

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- 1. Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000 per occurrence**. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2. Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000 per accident** for bodily injury and property damage.
- 3. Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000 per accident** for bodily injury or disease.  
*(Not required if Consultant has no employees)*
- 4. Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant’s profession, with limit no less than **\$2,000,000 per occurrence or claim, \$2,000,000 aggregate**.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

### Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

#### **Additional Insured Status**

The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance

(at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37).

### ***Primary Coverage***

For any claims related to this contract, the Consultant's insurance coverage shall be **primary and non-contributory** and at least as broad as ISO CG 20 01 12 19 as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

### ***Umbrella or Excess Policy***

The Consultant may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. The policies shall be provided on a true "following form" coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance.

### ***Notice of Cancellation***

Each insurance policy required above shall provide that coverage shall not be canceled except with thirty (30) days' prior written notice to the District (ten (10) days for non-payment of premium). If any policy is cancelled, reduced in coverage, or allowed to lapse, Consultant shall notify District within two business days and shall promptly obtain replacement coverage meeting the requirements of this Exhibit.

### ***Waiver of Subrogation***

Consultant hereby grants to District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation and provide a copy to the District, but this provision applies regardless of whether or not an endorsement has been issued.

### ***Self-Insured Retentions***

Self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or District.

### ***Acceptability of Insurers***

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

### ***Claims Made Policies (applicable to Professional Liability / E&O coverage)***

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work, whichever is earlier.
2. Insurance must be maintained and evidence of insurance must be provided for at least **five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the

Consultant must purchase “extended reporting” coverage for a minimum of **five (5) years** after completion of work.

### **Verification of Coverage**

Consultant shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All required documents are to be received and approved by the District before work commences. However, failure to obtain the documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements, at any time.

### **Subcontractors**

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that District is an additional insured on insurance required from subcontractors.

### **Duration of Coverage**

CGL and Excess liability policies for any construction related work, including but not limited to maintenance, service, or repair work, shall continue coverage for a minimum of five (5) years for Completed Operations liability coverage. Such insurance must be maintained and evidence of insurance must be provided for **at least five (5) years after completion of the contract of work.**

### **Special Risks or Circumstances**

District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

*Source: Alliant Integrated Insurance & Financial Services, Insurance Requirements in Contracts, 2026.1 Version. Reproduced for District use. The District’s Risk Management Authority may update these requirements periodically; the most current version on file with the District shall control.*