

RANCHO MURIETA COMMUNITY SERVICES DISTRICT

15160 JACKSON ROAD
RANCHO MURIETA, CALIFORNIA 95683



SPECIAL MEETING

May 11, 2026 at 10:00 a.m.

NOTICE IS HEREBY GIVEN that the Board of Directors of the Rancho Murieta Community Services District will hold a Special Meeting on May 11, 2026 at 10:00 a.m., at the Rancho Murieta Community Services District Board Room at 15160 Jackson Road, Rancho Murieta, California.

AGENDA

1. CALL TO ORDER, ROLL CALL

2. COMMENTS FROM THE PUBLIC

*For this Special Meeting, members of the public may **ONLY** comment on items specifically agendized. With certain exceptions, the Board may not discuss or take action on items that are not on the agenda. If you wish to speak during Comments from the Public or would like to comment regarding an item appearing on the meeting agenda, please complete a public comment card and submit it to the Board Secretary prior to Public Comments. Speakers presenting individual opinions shall have 3 minutes to speak. Speakers presenting opinions of groups or organizations shall have 5 minutes per group.*

3. *Action Item* APPROVE CONTRACT WITH BKS LAW FIRM FOR SPECIAL WATER COUNSEL

4. *Action Item* APPROVE CHANGE ORDER FROM VEERKAMP FOR REPAIRS TO DRAINAGE CULVERT ON HOLE 14 FOR \$22,540, WITH A 10% CONTINGENCY

5. DIRECTOR COMMENTS

6. ADJOURNMENT

"In accordance with California Government Code Section 54957.5, any writing or document that is a public record, relates to an open session agenda item and is distributed less than 72 hours prior to a regular meeting, will be made available for public inspection in the District offices during normal business hours. If, however, the document is not distributed until the regular meeting to which it relates, then the document or writing will be made available to the public at the location of the meeting."

In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, please contact the District Office at 916-354-3700 or email awilder@rmcsd.com. Requests must be made as soon as possible and at least two (2) full business days before the start of the meeting.

Note: This agenda is posted pursuant to the provisions of the Government Code commencing at Section 54950. Posting location is the District Office. The date and time of this posting is May 7, 2026 at 6:00 p.m.

PROFESSIONAL SERVICES AGREEMENT

SPECIAL WATER COUNSEL SERVICES

This Professional Services Agreement (“**Agreement**”) is dated May ____, 2026 (“Effective Date”) and is entered into between the **Rancho Murieta Community Services District**, a California public agency with its principal place of business at 15160 Jackson Road, Rancho Murieta, CA 95683 (“District”), and **BKS Law Firm, PC**, a California professional corporation with its principal place of business at 1600 K Street, Suite 4A, Sacramento, CA 95814 (“Consultant”). The District and Consultant are sometimes referred to herein as the “Parties,” and individually as a “Party.”

RECITALS

A. District desires to utilize the services of Consultant as an independent contractor to provide specialized water counsel services, including legal advice on surface water rights, groundwater law, water supply planning, and related regulatory matters.

B. Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education, and expertise of its principals and employees. Consultant submitted a proposal dated March 13, 2026, in response to District’s request for qualifications and rates.

C. District desires to retain Consultant and Consultant desires to serve District to perform these services in accordance with the terms and conditions of this Agreement.

The Parties therefore agree as follows:

1. Consultant’s Services

1.1 Scope of Services

Consultant shall perform the services described in the Scope of Services (the “Services”) for Special Water Counsel Services, attached as **Exhibit A**. District may request, in writing, changes in the Scope of Services to be performed. Any changes mutually agreed upon by the Parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

1.2 Party Representatives

For the purposes of this Agreement, the District Representative shall be the General Manager, or such other person designated in writing by the General Manager. For the purposes of this Agreement, the Consultant Representative shall be **Jennifer T. Buckman** (the “Consultant Representative”). 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.

1.3 Time for Performance

Consultant shall commence the Services on the Effective Date and shall perform all Services by the deadline established by the District Representative or, if no deadline is established, with reasonable diligence.

1.4 Standard of Performance

Consultant shall perform all Services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to District.

1.5 Personnel

Consultant has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such Services. The primary attorneys anticipated to provide Services are Jennifer T. Buckman (Senior Principal), Morgan S. Biggerstaff (Of Counsel), and W. Gavin Ralphs (Associate), together with such other BKS attorneys and paralegals as Consultant deems appropriate.

1.6 Compliance with Laws

Consultant shall comply with all applicable federal, state and local laws, ordinances, codes, regulations and requirements.

1.7 Permits and Licenses

Consultant shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of Services under this Agreement.

1.8 Conflicts of Interest Disclosure

Consultant has disclosed that its existing client representations relevant to this engagement include: (i) the City of Folsom (special water counsel); (ii) the City of Sacramento (special water counsel); (iii) the City of Roseville (special water counsel), and (iv) the Regional Water Authority (Consultant Representative is groundwater banking project counsel, and Consultant's firm is general counsel). Consultant represents that it does not represent any water users that divert from the Cosumnes River or extract water from the Cosumnes Subbasin, although it does represent the clients described above. Consultant shall promptly disclose to District any new client representations that may give rise to a conflict or potential conflict with the Services hereunder.

2. Term of Agreement

The term of this Agreement shall be from the Effective Date through June 30, 2027, unless sooner terminated as provided in Section 12 of this Agreement or extended. The Parties may, by mutual written consent, extend the term of this Agreement if necessary to complete the Services.

3. Compensation

3.1. Compensation

As full compensation for Services satisfactorily rendered, District shall pay Consultant at the hourly rates set forth in the Approved Fee Schedule attached hereto as **Exhibit B**.

3.2. Expenses

The amount set forth in paragraph 3.1 above includes reimbursement for all expenditures incurred in the performance of this Agreement, *except* that reasonable and documented out-of-pocket disbursements (including filing fees, SWRCB hearing fees, court costs, extraordinary photocopying costs of more than \$30, parking fees, and travel costs pre-approved by the District Representative) are reimbursable in addition to hourly fees, provided they are itemized in invoices. Electronic legal research fees are reimbursable at the costs incurred by Consultant. Consultant shall not be reimbursed for overhead items such as ordinary postage, photocopying, or in-house printing.

3.3. Unauthorized Services and Expenses

District will not pay for any services not specified in the Scope of Services, unless the District Representative and the Consultant Representative authorize such services in writing prior to Consultant's performance of those services or incurrence of additional expenses. Such additional services or expenses shall be compensated at the rates set forth in Exhibit B, or, if not specified, at a rate mutually agreed to by the Parties. District shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

4. Method of Payment

4.1. Invoices

Consultant shall submit an invoice to the District on a monthly basis for the Services performed pursuant to this Agreement. Each invoice shall itemize the Services rendered during the billing period, the timekeeper's name and classification, the applicable hourly rates, and the amount due. District shall review each invoice and notify Consultant in writing within ten Business Days of receipt of any disputed invoice amounts.

4.2. Payment

The District shall pay all undisputed invoice amounts within 30 calendar days after receipt. The District does not pay interest on past-due amounts. The District shall not withhold federal payroll, state payroll, or other taxes or similar deductions from payments made to Consultant.

5. Independent Contractor

The Parties agree, understand, and acknowledge that the Consultant is not an employee of the District but is solely an independent contractor. The Consultant expressly acknowledges and agrees that the District has no obligation to pay or withhold state or federal taxes or to provide workers' compensation, unemployment insurance, or other employee benefits, and that any person employed by the Consultant shall not, in any way, be an employee of the District. As such, the Consultant shall have the sole legal responsibility to remit all federal and state income and social security taxes and to provide workers' compensation and unemployment insurance for the Consultant and the Consultant's employees or subcontractors. Neither the District nor any of its agents shall have control over the conduct of the Consultant or any of the Consultant's employees, except as set forth in this Agreement. The Consultant shall not, at any time or in any manner, represent that the Consultant or any of the Consultant's agents or employees are, in any manner, agents or employees of the District. The Consultant shall indemnify and hold harmless the District and its elected officials, officers and employees, servants, designated volunteers, and agents serving as independent contractors in the role of District officials from any and all

liability, damages, claims, costs, and expenses of any nature to the extent arising from the Consultant's personnel practices.

6. Information and Documents

6.1. Consultant covenants that all data, reports, documents, discussions, or other information (collectively "Data") developed or received by Consultant or provided for the performance of this Agreement are deemed confidential and shall not be disclosed or released by Consultant without prior written authorization from the District. The District shall grant such authorization if applicable law requires disclosure. Consultant, its officers, employees, agents, or subcontractors shall not, without written authorization from the District Representative or unless requested in writing by the District Attorney, voluntarily provide declarations, letters of support, testimony at depositions, responses to interrogatories, or other information concerning the work performed under this Agreement. A response to a subpoena or court order shall not be considered "voluntary," provided Consultant gives the District notice of such court order or subpoena.

6.2. Consultant shall promptly notify District if Consultant, its officers, employees, agents, or subcontractors are served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any party regarding this Agreement and the work performed thereunder. District may, but has no obligation to, represent Consultant or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant. However, District's right to review any such response does not imply or mean that District has the right to control, direct, or rewrite the response.

6.3. All Data required to be furnished to District in connection with this Agreement shall become District's property, and District may use all or any portion of the Data submitted by Consultant as District deems appropriate. Upon completion of this Agreement, or in the event of its termination or suspension, all original documents, designs, drawings, maps, models, computer files containing data generated for the Services, surveys, notes, and other documents prepared in the course of providing the Services shall become District's sole property and may be used, reused, or otherwise disposed of by District without Consultant's permission. Consultant may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Consultant.

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

7. Conflicts of Interest

Consultant and its officers, employees, associates, and subcontractors, if any, shall comply with all conflict-of-interest statutes of the State of California applicable to Consultant's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, *et seq.*) and Government Code Section 1090. In addition, Consultant's attorneys performing Services hereunder shall comply with all applicable Rules of Professional Conduct of the State Bar of California, including those governing conflicts of interest. During the term of this Agreement, Consultant may perform similar Services for other clients, but Consultant and its officers,

employees, associates, and subcontractors shall not, without the District Representative's prior written approval, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates, or subcontractors to abstain from a decision under this Agreement pursuant to a conflict-of-interest statute. Consultant shall incorporate a clause substantially similar to this Section into any subcontract that Consultant executes in connection with the performance of this Agreement.

8. Indemnification, Hold Harmless, and Duty to Defend

8.1. Indemnities

To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify District and its officials, officers, attorneys, agents, employees, 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, expenses, 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, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) 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 by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement and shall indemnify and hold District harmless from any and all taxes, assessments, penalties, and interest asserted against District by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold District harmless from any failure by Consultant to comply with applicable workers' compensation laws. District may offset against the amount of any fees due to Consultant under this Agreement any amount due to District from Consultant as a result of Consultant's failure to promptly pay to District any reimbursement or indemnification arising under this subparagraph A.2).

8.2. Workers' Compensation Acts not Limiting

Consultant's indemnifications and obligations under this Section, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to District, its officers, agents, employees and volunteers.

8.3. Insurance Requirements not Limiting

District does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by District, or the deposit with District, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the liabilities, tax, assessment, penalty or interest asserted against District.

8.4. Survival of Terms.

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

9. Insurance

9.1. Minimum Scope and Limits of Insurance

Consultant shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

- 1) Commercial General Liability Insurance** with a minimum limit of \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$2,000,000.00 per project or location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.
- 2) Workers' Compensation Insurance** as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per accident for bodily injury or disease. If Consultant has no employees while performing Services under this Agreement, workers' compensation policy is not required, but Consultant shall execute a declaration that it has no employees.
- 3) Professional Liability/Errors and Omissions Insurance** with minimum limits of \$1,000,000.00 per claim and \$1,000,000.00 in aggregate. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form specifically designed to protect against acts, errors or omissions of the Consultant in the performance of professional services. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. If coverage is written on a claims-made basis, Consultant shall maintain an extended reporting period ("tail") for a minimum of three (3) years following expiration or termination of this Agreement.

9.2. Acceptability of Insurers

The insurance policies required under this Section shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self-insurance shall not be considered to comply with the insurance requirements under this Section.

9.3. Additional Insured

The commercial general and automobile liability policies shall contain an endorsement naming District and its elected and appointed officials, officers, employees, agents and volunteers as additional insureds. This provision shall also apply to any excess/umbrella liability policies.

9.4. Primary and Non-Contributing

The insurance policies required under this Section shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to District. Any insurance or self-insurance maintained by District, its elected and appointed officials, officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

9.5. Consultant's Waiver of Subrogation

The insurance policies required under this Section shall not prohibit Consultant and Consultant's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against District.

9.6. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by District. At District's option, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to District, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

9.7. Cancellations or Modifications to Coverage

Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Section during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to District. If any insurance policy required under this Section is canceled or reduced in coverage or limits, Consultant shall, within two business days of notice from the insurer, phone, fax or notify District via certified mail, return receipt requested, of the cancellation of or changes to the policy.

9.8. District Remedy for Noncompliance

If Consultant does not maintain the policies of insurance required under this Section in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Section, District may terminate this Agreement.

9.9. Evidence of Insurance

Prior to the performance of Services under this Agreement, Consultant shall furnish District with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section. The endorsements are subject to District's approval. Consultant may provide complete, certified copies of all required insurance policies to District. Consultant shall maintain current endorsements on file with District. Consultant shall provide proof to District that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two weeks prior to the expiration of the coverages.

9.10. Indemnity Requirements not Limiting

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.

9.11. Broader Coverage/Higher Limits

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

9.12. Subcontractor Insurance Requirements

Consultant shall require each of its subcontractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section.

10. Mutual Cooperation

10.1. District's Cooperation

District shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for Consultant's proper performance of the Services required under this Agreement.

10.2. Consultant's Cooperation

In the event any claim or action is brought against District relating to Consultant's performance of Services rendered under this Agreement, Consultant shall render any reasonable assistance that District requires.

11. Records and Inspections

Consultant shall maintain complete and accurate records of time, costs, expenses, receipts, correspondence, and other information required by District that relate to the performance of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to District, its designees, and representatives at reasonable times, and shall allow District to examine and audit the books and records, make transcripts therefrom as necessary, and inspect all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be retained for three years after receipt of the final payment, or the amount of time required by the Rules of Professional Conduct and other professional standards for lawyers, whichever is greater.

12. Termination of Agreement

12.1. Right to Terminate

District may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to Consultant at least five calendar days before the termination is to be effective. Consultant may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to District at least 60 calendar days before the termination is to

be effective. Upon notice of termination, Consultant shall provide reasonable transition assistance to District, including completion of urgent pending matters if requested and feasible.

12.2. Obligations upon Termination

Consultant shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of District's termination of this Agreement due to no fault or failure of performance by Consultant, District shall pay Consultant based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the Services required by this Agreement. Consultant shall have no other claim against District by reason of such termination, including any claim for compensation.

13. Force Majeure

Consultant shall not be liable for any failure to perform its obligations under this Agreement if Consultant presents acceptable evidence, in District's sole judgment, that such failure was due to acts of God, embargoes, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Consultant's reasonable control and not due to any act by Consultant. Consultant's lack of financial ability, in the absence of any of the foregoing events, shall not constitute a force majeure event.

14. Default

14.1. Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, District shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default.

14.2. In addition to the right to terminate pursuant to Section 12, if the General Manager determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, District shall serve Consultant with written notice of the default. Consultant shall have ten calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, District may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

15. Notices

Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during Consultant's and District's regular business hours, or (c) three Business Days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the Party to be notified as set forth below:

<p>If to District:</p> <p>Rancho Murieta Community Services District Attn: General Manager 15160 Jackson Road Rancho Murieta, California 95683</p>	<p>If to Consultant:</p> <p>BKS Law Firm, PC Attn: Jennifer T. Buckman 1600 K Street, Suite 4A Sacramento, California 95814</p>
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16. Non-Discrimination and Equal Employment Opportunity

In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

17. Prohibition of Assignment and Delegation

Consultant shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without District’s prior written consent. District’s consent to an assignment of rights under this Agreement shall not release Consultant from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section shall be void and of no effect and shall entitle the District to terminate this Agreement. As used in this Section, “assignment” and “delegation” means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

18. No Third Party Beneficiaries Intended

This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

19. Waiver

No delay or omission to exercise any right, power or remedy accruing to either Party under this Agreement shall impair any right, power or remedy of that Party, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the Party making the waiver, (2) deemed to be a waiver of, or consent to,

any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

20. Final Payment Acceptance Constitutes Release

The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of District from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of District's check or the failure to make a written extra compensation claim within ten calendar days of the receipt of that check. However, approval or payment by District shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subcontractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by District for any defect or error in the work prepared by Consultant, its employees, subcontractors and agents.

21. Non-Appropriation of Funds

Payments to be made to Consultant by District for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that District does not appropriate sufficient funds for payment of Consultant's services beyond the current fiscal year, this Agreement shall cover payment for Consultant's services only to the conclusion of the last fiscal year in which District appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

22. Exhibits

Exhibits A and B constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of Consultant's proposal, the more specific provisions shall control.

23. Entire Agreement and Modification of Agreement

This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by both Parties.

24. Headings

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

25. Word Usage

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

26. Business Days

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

27. Governing Law and Choice of Forum

This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in Sacramento County Superior Court.

28. Attorneys' Fees

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

29. Severability

If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

30. Counterparts

This Agreement may be executed in multiple counterparts, all of which shall be deemed an original, and all of which will constitute one and the same instrument. Electronic signatures shall be deemed valid and binding to the same extent as original signatures.

31. Corporate Authority

Each person executing this Agreement on behalf of his or her 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 FOLLOWS]

The Parties, through their duly authorized representatives, are signing this Agreement on the date stated in the introductory clause.

<p>District:</p> <p>Rancho Murieta Community Services District, a California public agency</p> <p>By: _____</p> <p>Name: John Merchant</p> <p>Title: President of the Board of Directors</p> <p>ATTEST:</p> <p>By: _____</p> <p>Name: Dyanne Fleet</p> <p>Title: Interim Secretary to the Board of Directors</p> <p>APPROVED AS TO FORM:</p> <p>By: _____</p> <p>Name: Patrick Enright</p> <p>Title: General Counsel</p>	<p>Consultant:</p> <p>BKS Law Firm, PC, a California professional corporation</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>
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EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide special water counsel services to the Rancho Murieta Community Services District as directed by the District Representative on an as-needed basis, including without limitation the following:

- **Water Moratorium Analysis.** Advise the Board on the legal requirements, procedures, and implications for adoption of a water moratorium, including the nexus to water supply availability under Water Code Section 350 et seq. and related authorities.
- **Water Rights Review.** Review and analyze the District's existing water right licenses with the State Water Resources Control Board (SWRCB)/Department of Water Resources (DWR) for diversion from the Cosumnes River; advise on diversion season restrictions and opportunities for modification, including petitions to change place of use, point of diversion, or season of diversion.
- **Water Supply Augmentation.** Advise on legal pathways for expanding the District's water supply portfolio, including but not limited to: (a) groundwater extraction from the Cosumnes Subbasin, including SGMA compliance considerations; (b) utilization of Lake Clementia for water supply purposes; (c) potential interties with neighboring water purveyors; and (d) water banking arrangements and exchanges.
- **Urban Water Management Plan (UWMP) and Water Shortage Contingency Plan (WSCP).** Review and provide legal guidance regarding the District's obligations under Water Code Section 10610 et seq. (UWMP Act) and Water Code Section 10620 et seq. (WSCP), including upcoming preparation and adoption obligations in connection with SB 552 and related legislation.
- **Financing and Servicing Agreement.** Review the District's existing Financing and Servicing Agreement(s) with River Canyon Properties, LLC and related developer entities; advise on the District's legal rights and obligations thereunder, including any water supply commitments or conditions tied to the 561-unit residential subdivision project and the water treatment plant expansion.
- **State and Federal Regulatory Proceedings.** Represent or assist the District before the SWRCB, DWR, or other state and federal agencies in proceedings related to the District's water rights, water supply, or related matters, as directed by the District Representative.
- **Additional Water Law Matters.** Advise on such other water law, water rights, or water resource planning matters as may be assigned by the District Representative from time to time within the scope of Consultant's expertise, subject to Consultant confirming that such additional assignments will not pose conflicts with Consultant's other clients.

Consultant shall coordinate with the District's General Counsel (Richards Watson & Gershon) as requested, and shall copy General Counsel on significant legal correspondence, filings, and written advice regarding the Services unless otherwise directed by the District Representative.

EXHIBIT B
APPROVED FEE SCHEDULE
BKS Law Firm, PC – 2026 Rates

Personnel Category	2026 Hourly Rate
Senior Principals (incl. Jennifer T. Buckman)	\$450/hour
Principals	\$425/hour
Senior Associates and Of Counsel	\$300–\$425/hour
Morgan S. Biggerstaff (Of Counsel)	\$375/hour
Associates	\$250–\$280/hour
W. Gavin Ralphs (Associate, Step 3)	\$280/hour
Law Clerks	\$240–\$245/hour
Paralegals	\$205/hour

Rates are effective for calendar year 2026. Consultant may adjust rates for subsequent years upon thirty (30) days’ written notice to District, subject to District Representative approval. Any rate adjustment shall not apply retroactively to Services already performed.

MEMORANDUM

Date: May 7, 2026
To: Board of Directors
From: Amelia Wilder, Interim General Manager
Re: Change Order for Repairs to Drainage Culverts at Hole 14

Requested Action

Approve the change order for the work to be performed on Hole 14 at the Country Club golf course in the amount of \$22, 540 with a 10% contingency, for a total amount not to exceed \$24,794.

Background

The Board approved repairs to the drainage culvert on the 14th Hole at the April 15, 2026 Board meeting. A change order was received on April 30, 2026 from Veerkamp requesting funds for additional services. The Country Club and Veerkamp would like to begin this work as soon as possible to have the course ready for upcoming tournaments.

Conclusion

Staff are requesting the Board approve this change order. the Improvements Committee recommended this item be moved to the Board for approval at the May 6, 2026 meeting.

DOUG VEERKAMP GENERAL ENGINEERING, INC.

CSLB #440233

3701 TRADE WAY CAMERON PARK CA 95682

(530) 676-0825 FAX (530) 676-0826

CHANGE ORDER REQUEST # A

Date: Thursday, April 30, 2026

DVGE Job # 26-P10

Job Name: 14th Fairway Culverts

TO :

Name Corey Carskaddon

Company Rancho Murieta CSD

15160 Jackson Road, Rancho Murieta, CA 95683

Description of Work to be performed as authorized by this change order:

Additional costs per the descriptions below. These items were not included in our original proposal.

Extra #	Description	Quantity	Unit	Price	Total
	Remove Unsuitable Soil & Replace with Local Borrow Backfill from Springline to Subgrade of Turf	1	LS	\$ 6,880.00	\$ 6,880.00
	3/4" Crushed Rock Bedding & Backfill to Springline	1	LS	\$ 12,260.00	\$ 12,260.00
	Stream Bypass & Pumping	1	LS	\$ 3,400.00	\$ 3,400.00

The amount of this Change Order is \$ 22,540.00

Contract time to be extended by 0

Signed: *Garrett Mendes*

Name & Title: Garrett Mendes, Project Manager

Contract to be modified as shown herein. Except as specifically noted herein, the terms and conditions of the original Contract remain the same and in full force and effect. This Change Order includes complete and final compensation for all direct and indirect costs and schedule impacts arising from the changes ordered herein. Unless specifically stated the duration of this contract will remain unchanged.

ACCEPTED AND AGREED:

Company Name _____

Signed: _____

Name & Title: _____