

**CAMERON PARK COMMUNITY SERVICES DISTRICT  
PROFESSIONAL SERVICES AGREEMENT  
WITH [REDACTED]**

**1. PARTIES AND DATE.**

This Professional Services Agreement (this “**Agreement**”) is made and entered into as of [REDACTED] (the “**Effective Date**”) by and between the CAMERON PARK COMMUNITY SERVICES DISTRICT, a public community services district organized and operating under the laws of the State of California with its principal place of business at 2502 Country Club Drive, Cameron Park CA 95682 (the “**District**”), and [REDACTED], a [Type of Business] with its principal place of business at [business address] (the “**Consultant**”). District and Consultant are sometimes individually referred to as “**Party**” and collectively as “**Parties**” in this Agreement.

**2. RECITALS.**

2.1 District. The District is a public agency organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose. The District desires to engage the Consultant to render such services as described herein.

2.2 Consultant. The Consultant desires to perform and assume responsibility for the provision of certain professional services required by the District on the terms and conditions set forth in this Agreement and in any task order(s) to be issued pursuant to this Agreement and executed by the District and the Consultant (the “**Task Order**”). The Consultant represents that it is experienced in providing all of the professional services in the scope of services to public clients, is licensed in the State of California, and is familiar with the plans of District.

**3. TERMS.**

3.1 General Scope of Services. The Consultant promises and agrees to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work as necessary to fully and adequately supply the **LANDSCAPING SERVICES** necessary and convenient for the District (the “**Services**”). All Services shall include all directions and specifications as detailed in the Request for Proposals **Exhibit “A”** (the “**RFP**”), attached to this Agreement and incorporated by this reference and made integral as if copied out in full in the body of this Agreement, and shall include all necessary landscaping services for the purposes ensuring, to the satisfaction of the District, the tidy, clean, trimmed, and manicured and appealing nature of all grounds.

No additional services shall be performed unless authorized by a fully executed Task Order. Any additional services provided by a Task Order are subject to this Agreement and said Task Orders are hereby incorporated by reference and attached to this Agreement. All Services shall be subject to, and performed in accordance with, this Agreement, the RFP, the relevant Task Order, and all applicable local, state and federal laws, rules and regulations. The Consultant shall be required to conform to the quality standards set by the District upon review of the Services throughout the term of this Agreement. The Consultant is responsible for any nonconforming Services due to not meeting any quality standards, i.e. visual appearance of the grounds. The Consultant agrees to work closely with the District’s staff in the performance of the Services and shall be available to the District’s staff, consultants and other staff at all reasonable times.

3.2 Term. The term of this Agreement shall be for [REDACTED] **YEARS** from the Effective Date unless terminated earlier as provided herein. The Consultant shall meet any other established schedules and deadlines set forth in the applicable section of the RFP or Task Order. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

3.3 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by the Consultant or under its supervision. The Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement and such directions and amendments from the District as herein provided. The District retains the Consultant on an independent contractor basis and not as an employee. No employee or agent of the Consultant shall become an employee of the District. Any additional personnel performing the Services under this Agreement on behalf of the Consultant shall also not be employees of the District and shall at all times be under the Consultant's exclusive direction and control. The Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. The Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.4 Schedule of Services. The Consultant shall perform all Services expeditiously, and on a [REDACTED] basis. The Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. The Consultant shall standardize their execution of their Services and inform the District which days of the week they will be performing what portions of the Services. However, the Consultant may alter the schedule with 48 hours' notice to the District.

3.5 Standard of Care; Performance of Employees. The Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. The Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. The Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, the Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, the Consultant shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Services, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the grounds by the Consultant and shall not be re-employed to perform any of the Services or to work on District's property.

3.6 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services, including all Cal/OSHA requirements, and shall give all notices required by law. The Consultant shall be liable for all violations of local, state and federal laws, rules and regulations in connection with the Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, the Consultant shall be solely responsible for all costs arising. The Consultant shall defend, indemnify and hold the District, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.7 Insurance. The Consultant shall not commence the Services under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this section.

3.7.1 Minimum Requirements. The Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance meeting the requirements set forth herein. In the event the Consultant is self-insured, the Consultant shall provide evidence of self-insured coverage that provides coverage that is equal to the insurance requirements set forth herein. The Consultant shall require all of its subcontractors to procure and maintain the same insurance specified herein for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: One Million Dollars (\$1,000,000) combined single limit (each accident) for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement. Defense costs shall be payable in addition to the limits.

3.7.2 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

(A) Commercial General Liability. The commercial general liability policy shall be endorsed to provide the following: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage; (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way; and (3) the insurance coverage shall contain or be endorsed to provide waiver of subrogation in favor of the District, its directors, officials, officers, employees, agents and volunteers or shall specifically allow Consultant to waive its right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(B) Automobile Liability. The automobile liability policy shall be endorsed to provide the following: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled

underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way; and (3) the insurance coverage shall contain or be endorsed to provide waiver of subrogation in favor of the District, its directors, officials, officers, employees, agents and volunteers or shall specifically allow Consultant to waive its right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(C) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees, agents and volunteers.

3.7.3 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents and volunteers.

3.7.4 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. Consultant shall guarantee that, at the option of the District, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officials, officers, employees, agents and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.7.5 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law, and satisfactory to the District.

3.7.6 Verification of Coverage. The Consultant shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the District if requested. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.7.7 Subconsultants. The Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the District that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the District as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, District may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

3.7.8 Compliance With Coverage Requirements. If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Consultant or District will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, District may terminate this Agreement for cause.

3.8 Safety. The Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (1) adequate life protection and life-saving equipment and procedures; (2) instructions in accident prevention for all employees and subcontractors, such as equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (3) adequate facilities for the proper inspection and maintenance of all safety measures.

3.9 Compensation. The Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement pursuant to the terms of the Fee Schedule attached as **Exhibit “B”** and incorporated by this reference, for the term of this Agreement. The compensation for any additional services provided pursuant to a Task Order shall be set forth in the relevant Task Order. The Consultant shall not be reimbursed for any expenses unless authorized in writing by District.

3.10 Payment of Compensation. The Consultant shall submit to the District a monthly itemized invoice which provides a detailed account of all work completed by Consultant and the days said work was completed. If applicable, the invoice shall reference the relevant Task Order. Payment shall only be authorized by the District upon approval of the invoice and work by the District. If the District does not agree with the fees in the invoice, the District shall pay any undisputed portions of the invoice and withhold the remainder. The Parties shall cooperatively, and collectively settle any disputes concerning invoicing issues.

3.11 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Sections 1720 *et seq.*, and 1770 *et seq.*, as well as California Code of Regulations, Title 8, Section 16000 *et seq.*, (“**Prevailing Wage Laws**”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is One Thousand Dollars (\$1,000) or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall obtain a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and at the project site. Consultant shall defend, indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

If the Services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the term and require the same of any subconsultants, as applicable. The Services may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements.

3.12 Accounting Records. The Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. The Consultant

shall allow a representative of the District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. The Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.13 Termination. The District has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to the Consultant. District shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. The District shall not be liable for any costs other than the charges or portions thereof which are specified herein. The Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work. The Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to the District only in the event of substantial failure by the District to perform in accordance with the terms of this Agreement through no fault of the Consultant. In the event this Agreement is terminated in whole or in part as provided herein, the District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.14 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.15 Indemnification. To the fullest extent permitted by law, the Consultant shall defend, indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or relating to any negligence, recklessness, or willful misconduct of the Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services or this Agreement, including without limitation the payment of all consequential damages, expert witness fees, and attorney's fees and other related costs and expenses. The Consultant shall defend, at the Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the District, its directors, officials, officers, employees, agents, or volunteers. The Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the District or its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. The Consultant shall reimburse the District and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided, including correction of errors and omissions. The Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials officers, employees, agents or volunteers.

3.16 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement. This Agreement shall be governed by the laws of the State of California. Venue shall be in El Dorado County. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.17 Time of Essence/Other Consultants. Time is of the essence for each and every provision of this Agreement. The District reserves right to employ other consultants in connection with these Services.

3.18 Assignment or Transfer. The Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the District. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.19 Subcontracting. The Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.20 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to the Consultant include all personnel, employees, agents, and subcontractors of the Consultant, except as otherwise specified in this Agreement. All references to the District include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.21 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise. A waiver is only effective and enforceable if and only if the waiver is in writing and signed by all Parties.

3.22 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.23 Equal Opportunity Employment. The Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.24 Labor Certification. By its signature hereunder, the Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.25 Authority to Enter Agreement. The Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.26 Recitals. The Parties to this Agreement hereby state that all Recitals to this Agreement are true and accurate. The Recitals referenced in this Agreement are hereby incorporated in full by reference and made operative terms as if written out in their entirety in the body of this Agreement. This Agreement may be signed in counterparts, each of which shall constitute an original.

**[SIGNATURE ON NEXT PAGE]**

**SIGNATURE PAGE TO:**  
**CAMERON PARK COMMUNITY SERVICES DISTRICT**  
**PROFESSIONAL SERVICES AGREEMENT**  
**WITH**

**IN WITNESS WHEREOF**, the Parties have made effective and executed this Agreement.

**CAMERON PARK COMMUNITY SERVICES DISTRICT**

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

ATTEST:

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

**CONSULTANT:**

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

**EXHIBIT A**  
**REQUEST FOR PROPOSALS**

**EXHIBIT B**  
**FEE SCHEDULE**