ATTACHMENT K

SAMPLE PROFESSIONAL SERVICES AGREEMENT

CITY OF SONORA
PROFESSIONAL SERVICES AGREEMENT

Consultant	[CONSULTANT LEGAL NAME]
Project / Services	[PROJECT OR SERVICE DESCRIPTION]
Effective Date	[DATE]
Term	[START DATE] through [END DATE]
Not-to-Exceed Amount	$[AMOUNT]

This Professional Services Agreement ("Agreement") is entered into as of the Effective Date set forth in the cover summary table above (the "Effective Date"), by and between the City of Sonora, a California municipal corporation ("City"), and [CONSULTANT LEGAL NAME], a [STATE AND ENTITY TYPE] ("Consultant"). City and Consultant may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. City desires to obtain professional services relating to [PROJECT / SERVICES].

B. Consultant represents that it has the experience, qualifications, personnel, licenses, and resources necessary to perform the services described in this Agreement.

C. City desires to retain Consultant, and Consultant desires to provide the services, on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

1. SCOPE OF SERVICES

1.1 Consultant shall perform the services described in Exhibit A, Scope of Services, which is incorporated into this Agreement by reference ("Services"). Consultant shall provide all labor, supervision, equipment, materials, supplies, transportation, and other items necessary to complete the Services unless Exhibit A expressly provides otherwise.

1.2 Consultant shall perform only those Services authorized by this Agreement or by a written amendment or written task authorization executed by an authorized representative of the City. Consultant shall not be entitled to compensation for unauthorized work.

1.3 If there is a conflict between this Agreement and an exhibit, this Agreement controls unless the conflicting provision in the exhibit expressly states that it modifies a specific provision of this Agreement.

2. TERM AND SCHEDULE

2.1 The term of this Agreement begins on [START DATE] and ends on [END DATE], unless earlier terminated or extended in writing in accordance with this Agreement.

2.2 Consultant shall perform the Services in accordance with the schedule in Exhibit A. Time is of the essence with respect to any milestone or deadline expressly identified as mandatory.

2.3 Non-Appropriation. For any Term extending beyond the current fiscal year, City's obligations under this Agreement are subject to the appropriation of funds by the City Council in each subsequent fiscal year. If funds are not appropriated for a subsequent fiscal year, City may terminate this Agreement without penalty upon written notice to Consultant, and City shall remain liable only for amounts due for Services satisfactorily performed through the effective date of termination.

2.4 Excusable Delay. Neither Party shall be liable for delay in performance caused by acts of God, fire, flood, epidemic or pandemic, war, civil unrest, labor dispute, governmental action, or other cause beyond the reasonable control of the affected Party ("Force Majeure Event"). The affected Party shall promptly notify

the other Party of a Force Majeure Event and use reasonable efforts to mitigate its effects. Performance dates affected by a Force Majeure Event shall be extended for a period reasonably equivalent to the delay caused.

3. COMPENSATION AND PAYMENT

3.1 City shall compensate Consultant in accordance with Exhibit B, Compensation and Fee Schedule. Total compensation under this Agreement shall not exceed $[AMOUNT] without a written amendment approved by the City in accordance with applicable purchasing and contracting authority.

3.2 Consultant shall submit itemized invoices no more frequently than monthly. Each invoice shall identify the period covered, Services performed, personnel and hours where applicable, reimbursable expenses, progress toward deliverables, and remaining contract balance.

3.3 City shall pay approved, undisputed amounts in accordance with the City's normal accounts payable procedures. City may withhold disputed amounts while the Parties work in good faith to resolve the dispute.

3.4 Reimbursable expenses, if any, are limited to those expressly authorized in Exhibit B. No markup shall be paid on reimbursable expenses unless expressly stated in Exhibit B.

3.5 Approved, undisputed invoices shall be paid within thirty (30) calendar days of City's approval. [City and Consultant may agree in Exhibit B whether interest accrues on undisputed amounts not paid within this period.]

4. CHANGES AND ADDITIONAL SERVICES

4.1 Any material change in the Scope of Services, compensation, schedule, or other substantive term must be documented in a written amendment signed by authorized representatives of both Parties before the changed or additional work is performed.

4.2 Consultant proceeds with additional or changed work at its own risk if written authorization has not first been obtained.

5. STANDARD OF PERFORMANCE

5.1 Consultant shall perform the Services in a professional, competent, timely, and diligent manner consistent with the level of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in California.

5.2 Consultant shall promptly correct, at no additional cost to City, any Services that fail to conform to this Agreement due to Consultant's error, omission, negligence, or failure to meet the applicable standard of care.

5.3 Consultant shall cooperate with City staff and other City consultants and shall promptly notify the City of any condition that may materially affect cost, schedule, safety, or successful completion of the Services.

6. INDEPENDENT CONTRACTOR

6.1 Consultant is an independent contractor and not an officer, employee, agent, partner, or joint venturer of the City. Nothing in this Agreement creates an employer-employee relationship between City and Consultant or between City and any employee, subcontractor, or agent of Consultant.

6.2 Consultant is solely responsible for compensation, supervision, direction, taxes, benefits, workers' compensation, unemployment insurance, payroll obligations, and all other obligations relating to its personnel and subcontractors.

7. PERSONNEL AND SUBCONTRACTORS

7.1 Consultant shall assign qualified personnel to the Services. Key personnel identified in Exhibit A shall not be replaced without prior notice to City and, when requested by City, reasonable approval of the replacement.

7.2 Consultant shall not subcontract a material portion of the Services without prior written approval from City. Approval of a subcontractor does not relieve Consultant of any obligation under this Agreement. Consultant is responsible for the acts and omissions of its subcontractors of every tier.

8. COMPLIANCE WITH LAWS; LICENSES; PERMITS

8.1 Consultant shall comply with all federal, state, and local laws, regulations, ordinances, permits, and professional licensing requirements applicable to the Services.

8.2 Consultant shall maintain all licenses, certifications, registrations, and permits required to perform the Services throughout the term of this Agreement.

8.3 If any portion of the Services constitutes a public work or is otherwise subject to prevailing wage, registration, apprenticeship, or reporting requirements under California law, Consultant shall comply with all applicable requirements, including those administered by the California Department of Industrial Relations.

9. RECORDS; AUDIT; RETENTION

9.1 Consultant shall maintain complete and accurate records supporting all amounts billed and all material work performed under this Agreement. Unless a longer period is required by law, grant condition, or Exhibit A, records shall be retained for at least four (4) years after final payment or termination of this Agreement. If any Services are funded in whole or in part by federal grant funds, the applicable retention period shall be the longer of the period stated above or the period required by 2 CFR 200.334 or other applicable grant terms.

9.2 Upon reasonable notice, City and its authorized representatives may inspect and audit records directly related to performance and billing under this Agreement during normal business hours.

10. WORK PRODUCT AND INTELLECTUAL PROPERTY

10.1 Upon payment for the applicable Services, reports, studies, memoranda, spreadsheets, plans, specifications, databases, photographs, presentations, and other deliverables prepared specifically for City under this Agreement ("Work Product") shall be the property of City, subject to Consultant's ownership of its pre-existing materials, proprietary tools, methods, and know-how.

10.2 To the extent Consultant incorporates pre-existing materials into the Work Product, Consultant grants City a perpetual, irrevocable, nonexclusive, royalty-free license to use, reproduce, modify, and distribute those materials as part of the Work Product for City purposes.

10.3 For design or technical documents, reuse or modification by City without Consultant's participation shall be at City's own risk to the extent required by applicable law and professional licensing standards.

11. CONFIDENTIALITY AND PUBLIC RECORDS

11.1 Consultant shall not disclose confidential information obtained from City except as necessary to perform the Services, as authorized by City, or as required by law.

11.2 Consultant acknowledges that City is a public agency subject to the California Public Records Act. City will determine whether records are subject to disclosure. Consultant shall clearly identify any material it believes is exempt from disclosure and shall cooperate with City in responding to public records requests. City does not guarantee that any record will be withheld from disclosure.

11.3 Consultant shall notify City within [48] hours of discovering any unauthorized access to, or acquisition, disclosure, or loss of, City data or City information systems in Consultant's possession or control, and shall cooperate with City in investigating the incident and providing any notifications required under Civil Code sections 1798.29 and 1798.82 or other applicable law.

11.4 [Optional: include if Consultant may use generative artificial intelligence tools to help produce Work Product.] Consultant shall disclose to City any material use of generative artificial intelligence tools in producing deliverables under this Agreement, shall not input confidential or non-public City information into any such tool without City's prior written authorization and appropriate safeguards, and remains fully responsible for the accuracy and quality of any Work Product produced with the assistance of such tools. Use of such tools does not diminish City's ownership and license rights in the Work Product under Section 10.

12. CONFLICTS OF INTEREST AND ETHICAL REQUIREMENTS

12.1 Consultant shall avoid conflicts of interest in performing the Services and shall promptly disclose to City any actual or potential conflict that arises during the term of this Agreement.

12.2 Consultant shall comply with applicable conflict-of-interest, gift, and ethics laws. If City determines that Consultant is a "consultant" for purposes of the Political Reform Act, Consultant shall complete any required disclosure forms and comply with the applicable conflict-of-interest code.

13. INSURANCE

13.1 Before beginning Services, Consultant shall procure and maintain, at its own expense, the insurance required by Exhibit C. Insurance shall be maintained for the duration of the Agreement and for any extended reporting period required by Exhibit C.

13.2 Consultant shall provide certificates of insurance and required endorsements before commencing Services. Insurance requirements may be modified only in writing by an authorized City representative after consultation with the City's risk management provider or other appropriate advisor.

13.3 Consultant's insurance obligations are independent of, and do not limit, Consultant's indemnification obligations or liability under this Agreement.

14. INDEMNIFICATION

14.1 To the extent permitted by law, Consultant does hereby assume liability for, and agrees to defend, indemnify, protect, save, and keep harmless the City of Sonora, its council members, appointed officials and staff, officers, employees, volunteers, agents, successors, and assigns (collectively, "City Indemnitees") from and against any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs, expenses, and disbursements, including reasonable legal fees and expenses, of any kind and nature imposed, asserted against, incurred, or suffered by a City Indemnitee by reason of damage, loss, or injury, including death, to persons or property caused by or in any way relating to or arising out of the matters described below:

14.1.1 Any negligent or intentional act or action, or any neglect, omission, or failure to act when under a duty to act, on the part of Consultant or any of its officers, agents, servants, employees, volunteers, subcontractors, or subcontractors of any tier in the performance of this Agreement, except to the extent caused by the negligence or willful misconduct of the City of Sonora or a City Indemnitee;

14.1.2 Any material breach by Consultant of its obligations, representations, warranties, or covenants under this Agreement, to the extent permitted by law; or

14.1.3 A release by Consultant, or by any of its officers, agents, servants, employees, volunteers, subcontractors, or subcontractors of any tier in the performance of this Agreement, of any substance or material defined or designated as a hazardous or toxic substance, material, or waste by any federal, state, or local law, regulation, or ordinance, but only to the extent that such release is not proximately contributed to or caused by the City of Sonora or a City Indemnitee.

14.2 The Parties shall establish reasonable procedures to notify the other Party, when appropriate, of claims, administrative actions, or legal actions relating to matters covered by this indemnification provision.

14.3 The Parties shall cooperate in the defense of actions brought by third parties with respect to matters covered by this indemnification provision. Consultant shall not settle any claim in a manner that admits wrongdoing by City, imposes a non-monetary obligation on City, or requires payment by City without City's prior written consent.

14.4 Nothing in this Agreement establishes a standard of care for, or creates any legal right in, any person or entity that is not a Party to this Agreement.

14.5 Design Professional Services. If Consultant is providing services as an architect, landscape architect, professional engineer, or professional land surveyor within the meaning of California Civil Code section 2782.8, this Section 14 shall be replaced by the Design Professional Indemnification provision in Exhibit D to the extent required by law.

15. WORKERS' COMPENSATION AND SAFETY

15.1 Consultant shall comply with all applicable workers' compensation laws and shall maintain workers' compensation coverage as required by law.

15.2 Consultant is responsible for the safety of its personnel and subcontractors and shall comply with applicable workplace safety requirements. Consultant shall promptly report to City any material accident, injury, property damage, or safety incident occurring in connection with the Services.

16. TERMINATION

16.1 City may terminate this Agreement for convenience upon [30] calendar days' written notice to Consultant. Upon termination, Consultant shall stop work as directed, protect and deliver completed and partially completed Work Product, and take reasonable steps to minimize additional costs.

16.2 Either Party may terminate this Agreement for material breach if the breaching Party fails to cure the breach within [30] calendar days after written notice, or such shorter period as may be reasonable where public health, safety, funds, or operations are at risk.

16.3 Upon termination, City shall pay Consultant for authorized Services satisfactorily performed through the effective date of termination and approved reimbursable expenses, less any amounts properly withheld or offset. Consultant shall not be entitled to anticipated profit on unperformed Services.

17. SUSPENSION OF SERVICES

17.1 City may direct Consultant to suspend all or part of the Services. Consultant shall promptly comply and shall resume Services when directed. The Parties shall equitably address documented schedule or cost impacts caused solely by a City-directed suspension, unless the suspension resulted from Consultant's act, omission, or breach.

17.2 If a City-directed suspension under Section 17.1 continues for more than [90] consecutive calendar days for reasons unrelated to Consultant's act, omission, or breach, Consultant may terminate this Agreement upon written notice to City, subject to the payment terms in Section 16.3.

18. NOTICES

18.1 Notices required by this Agreement shall be in writing and delivered personally, by recognized overnight delivery service, by certified mail, or by email when receipt is confirmed. Notices shall be directed to the representatives below, or to any replacement representative designated in writing.

CITY	CONSULTANT
City of Sonora	[CONSULTANT NAME]
[DEPARTMENT / CONTACT]	[CONTACT NAME / TITLE]
[ADDRESS / EMAIL]	[ADDRESS / EMAIL]

19. ASSIGNMENT AND SUBCONTRACTING

19.1 Consultant shall not assign, transfer, or delegate this Agreement, in whole or in material part, without City's prior written consent. Any attempted assignment in violation of this provision is voidable by City. A change of control of Consultant, including by merger, acquisition, or transfer of a majority ownership interest, shall be treated as an assignment requiring City's prior written consent under this Section.

20. NO THIRD-PARTY BENEFICIARIES

20.1 This Agreement is for the sole benefit of the Parties and does not create rights in any third party except as expressly stated in the indemnification provisions.

21. GOVERNING LAW AND VENUE

21.1 This Agreement shall be governed by the laws of the State of California. Venue for any action arising out of or relating to this Agreement shall lie in a court of competent jurisdiction serving Tuolumne County, California, unless applicable law requires otherwise.

22. DISPUTE RESOLUTION AND COOPERATION

22.1 Before filing litigation, the Parties shall make a good-faith effort to resolve disputes through direct discussions between representatives with authority to resolve the dispute. This provision does not prevent either Party from seeking immediate relief where necessary to protect public safety, preserve evidence, comply with a statutory deadline, or prevent irreparable harm.

22.2 [Optional.] Before filing litigation, either Party may request that the dispute first be submitted to non-binding mediation before a mutually agreed mediator, with the mediator's fees shared equally unless the Parties agree otherwise.

23. WAIVER; REMEDIES

23.1 A waiver of any breach is not a waiver of any subsequent breach. Failure to enforce a provision does not constitute a continuing waiver. Rights and remedies under this Agreement are cumulative unless expressly stated otherwise.

24. SEVERABILITY

24.1 If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in effect to the fullest extent permitted by law.

25. ENTIRE AGREEMENT; AMENDMENTS

25.1 This Agreement, including all exhibits and written amendments, constitutes the entire agreement between the Parties concerning its subject matter and supersedes prior or contemporaneous negotiations, representations, or agreements concerning the same subject matter.

25.2 This Agreement may be amended only by a written instrument executed by authorized representatives of both Parties.

26. COUNTERPARTS AND ELECTRONIC SIGNATURES

26.1 This Agreement may be executed in counterparts, each of which is deemed an original and all of which together constitute one instrument. Signatures transmitted electronically or by electronic signature platform shall have the same effect as original signatures to the extent permitted by law.

27. AUTHORITY TO EXECUTE

27.1 Each person signing this Agreement represents that he or she has authority to bind the Party on whose behalf the Agreement is executed.

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

CITY OF SONORA	**CONSULTANT**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ATTEST:	**APPROVED AS TO FORM:**
_____	_____
City Clerk	City Attorney

EXHIBIT A
SCOPE OF SERVICES

Use this exhibit to describe the actual work in enough detail that deliverables, responsibilities, and acceptance can be administered without relying on a proposal alone. Remove instructional text before execution.

A. Project Description

[Brief description of project, purpose, and desired outcome.]

B. Consultant Responsibilities

[Detailed tasks. Consider numbering Task 1, Task 2, etc.]

C. City Responsibilities

[Information, access, review, decisions, or other support City will provide.]

D. Deliverables

[List reports, plans, files, meetings, presentations, data, or other required work product.]

E. Schedule and Milestones

[Identify start date, interim milestones, review periods, and final completion date.]

F. Key Personnel

[Name/project manager and any personnel City expects to remain assigned.]

G. Acceptance Criteria

[Describe how City will determine deliverables are complete and acceptable.]

EXHIBIT B
COMPENSATION AND FEE SCHEDULE

Select and complete the compensation structure that applies. Remove unused options and instructional text before execution.

- Not-to-exceed amount: $[AMOUNT].
- Compensation basis: [fixed fee / hourly not-to-exceed / task-based / other].
- Billing rates: [attach rate schedule or insert rates].
- Reimbursable expenses: [none / identify permitted categories and limits].
- Travel: [included in rates / reimbursed at actual cost not to exceed applicable City or IRS limits / not reimbursable].
- Invoice frequency: monthly unless otherwise approved by City.
- Retention, if applicable: [none / percentage / conditions].

EXHIBIT C
INSURANCE REQUIREMENTS

The following are example baseline requirements. The City should confirm limits and endorsements with its risk management provider based on the nature and risk of the Services before execution. Unless otherwise approved by City, insurers must carry a minimum financial strength rating of A.M. Best A- VII (or equivalent); City must receive at least 30 days' advance written notice of cancellation or material reduction in coverage; and City may require umbrella or excess liability coverage for higher-risk engagements.

Coverage	Example Minimum	Notes
Commercial General Liability	$1,000,000 per occurrence / $2,000,000 aggregate	City and covered City parties named as additional insureds for ongoing and completed operations when applicable; primary and noncontributory.
Automobile Liability	$1,000,000 combined single limit	Owned, hired, and non-owned autos as applicable to the Services. City and covered City parties should be named as additional insureds when Consultant vehicles operate on City property or transport City materials or personnel.
Workers’ Compensation	Statutory	Required when Consultant has employees; waiver of subrogation in favor of City when required by risk management.
Employers’ Liability	$1,000,000	Each accident/disease, or other amount required by City.
Professional Liability / E&O	$1,000,000 per claim / $2,000,000 aggregate	Required when Services involve professional judgment, advice, design, financial, legal, technology, or similar exposures. Claims-made coverage should include an appropriate extended reporting period.
Cyber / Privacy Liability	$1,000,000 per claim / $2,000,000 aggregate (recommended default; adjust or remove if Consultant will not access City systems, personal information, or protected data)	Use when Consultant accesses City systems, personal information, payment data, protected data, or hosts City information.

Additional requirements: insurers should be authorized to transact business in California or otherwise acceptable to City; deductibles or self-insured retentions are subject to City acceptance; and Consultant shall furnish certificates and endorsements before work begins. Coverage requirements do not reduce Consultant’s liability or indemnification obligations.

EXHIBIT D
ALTERNATIVE INDEMNIFICATION FOR DESIGN PROFESSIONAL SERVICES

Use this exhibit in place of Section 14 when the Consultant is providing services as an architect, landscape architect, professional engineer, or professional land surveyor subject to California Civil Code section 2782.8. Confirm final language with the City Attorney before execution.

D.1 To the fullest extent permitted by law, Design Professional shall indemnify and hold harmless the City of Sonora and its council members, appointed officials and staff, officers, employees, volunteers, and agents from and against claims, damages, losses, liabilities, and expenses, including reasonable attorneys' fees and costs, but only to the extent that such claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Design Professional or its employees, agents, or subconsultants in the performance of professional services under this Agreement.

D.2 Design Professional's obligation concerning the duty and cost to defend shall be limited to the extent permitted by California Civil Code section 2782.8. In no event shall defense costs charged to Design Professional exceed Design Professional's proportionate percentage of fault, except as otherwise provided by applicable law.

D.3 Nothing in this provision shall require Design Professional to indemnify or defend City for claims arising from City's sole negligence or willful misconduct, or beyond the limitations imposed by applicable law.

D.4 The Parties shall cooperate in the defense and resolution of third-party claims. No settlement that admits wrongdoing by City, imposes a non-monetary obligation on City, or requires payment by City may be entered without City's prior written consent.