

EXHIBIT A – SAMPLE PROFESSIONAL SERVICES AGREEMENT

This agreement ("Agreement") entered into this xx day of xxx, 2026, is between the City of Marysville, a charter city and municipal corporation of the State of California located at 526 C Street, Marysville, CA 95901, ("City") and xxx ("Consultant").

RECITALS

- A. The Consultant is specially trained, experienced and competent to provide the professional services required by this Agreement.
- B. The Consultant possesses the skill, experience, ability, background, license, certification, as required by law and knowledge to provide the professional services described in this Agreement in accordance with the terms and conditions described herein.
- C. City desires to retain Consultant to render the professional services as set forth in this Agreement.

Now, therefore, it is agreed by and between City and Consultant as follows:

AGREEMENT

1. Incorporation of Recitals. The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this Agreement as if set forth herein in full.

2. Scope of Service.

(a) Services to be Furnished. The Consultant shall furnish the following services in a professional manner.

- Design Services for the Chinatown EEI Grant

(b) Schedule for Performance. The services shall commence upon execution of this Agreement and shall continue through December 1, 2027.

(c) Standard of Quality. All work performed by the Consultant under this Agreement shall be in accordance with all applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

(d) Compliance With Laws. Consultant shall comply with all applicable federal, state, and local laws, codes, ordinances, regulations, orders, and decrees. Consultant represents and warrants to City that Consultant shall, at its own cost and expense, keep in

effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals which are legally required for Consultant to practice its profession or are necessary and incident to the due and lawful prosecution of the services it performs under this Agreement. Consultant shall maintain a City of Marysville business license. Consultant shall at all times during the term of this Agreement, and for one year thereafter, provide written proof of such licenses, permits, insurance, and approvals upon request by City. City is not responsible or liable for Consultant's failure to comply with any or all of the requirements contained in this paragraph.

3. Compensation.

(a) Schedule of Payment. Compensation to be paid by City to Consultant for the services rendered hereunder shall be on a time basis based upon the payment schedule in Exhibit A attached hereto and hereby incorporated by reference. Payment by City under this Agreement shall not be deemed a waiver of defects in Consultant's services, even if such defects were known to the City at the time of payment.

(b) Additional Services. City shall make no payment to Consultant for any extra, further, or additional services unless such services and payment have been mutually agreed to and this Agreement has been formally amended in accordance with Section 7. Consultant shall not commence any work exceeding the Scope of Services in Section 2 without prior written authorization from the City.

(c) Invoicing and Payment. Consultant shall submit periodic invoices based on the payment schedule in Exhibit A, for the services rendered during the agreed upon. City shall approve or disapprove the invoice within fifteen (15) calendar days following receipt thereof and shall pay all approved invoices and billings within thirty (30) calendar days. City reserves the right to withhold payment of disputed specific items and shall give notice to the Consultant, pursuant to Section 11, of all such disputed specific items within fifteen (15) business days following receipt of an invoice. The parties shall exercise good faith and diligence in the resolution of any disputed invoice amounts.

(d) Total compensation shall not exceed \$xxx.

4. Term of Agreement. This Agreement shall be effective immediately and shall remain in effect until completed pursuant to Section 2(b), amended pursuant to Section 6, or terminated pursuant to Section 5.

5. Termination.

(a) City shall have the right to terminate this Agreement for any reason, at any time, by serving upon Consultant thirty (30) calendar days advance written notice of termination. The notice shall be deemed served and effective for all purposes on the date it

is deposited in the US mail, certified, return receipt requested, addressed to Consultant at the address indicated in Section 10.

(b) If City issues a notice of termination:

(i) Consultant shall immediately cease rendering services pursuant to this Agreement;

(ii) City shall pay Consultant for work actually performed up to the effective date of the notice of termination, subject to the limitations prescribed by Section 3 of this Agreement, less any compensation to City for damages suffered as a result of Consultant's failure to comply with the terms of this Agreement. Such payment shall be in accordance with Exhibit A. However, if this Agreement is terminated because the work of Consultant does not meet the terms or standards specified in this Agreement, then City shall be obligated to compensate Consultant only for that portion of Consultant's services which are of benefit to City.

6. Amendments. Modifications or amendments to the terms of this Agreement shall be in writing and executed by both parties.

7. Nondisclosure of Confidential Information. Consultant shall not, either during or after the term of this Agreement, disclose to any third party any confidential information relative to the work of City without the prior written consent of City.

8. Inspection. City representatives shall, with reasonable notice, have access to the work and work records of Consultant, including time records, for purposes of inspecting same and determining that the work is being performed in accordance with the terms of this Agreement.

9. Independent Contractor. In the performance of the services in this Agreement, Consultant is an independent contractor and is not an agent or employee of City. Consultant, its officers, employees, agents, and subcontractors, if any, shall have no power to bind or commit City to any decision or course of action, and shall not represent to any person or business that they have such power. Consultant has and shall retain the right to exercise full control of the supervision of the services and over the employment, direction, compensation, and discharge of all persons assisting Consultant in the performance of said service hereunder. Consultant shall be solely responsible for all matters relating to the payment of its employees, including compliance with social security and income tax withholding, workers' compensation insurance, and all other regulations governing such matters.

10. Notice. Any notices or other communications to be given to either party under this Agreement shall be in writing, shall be delivered to the addresses set forth below, and shall be effective, as follows:

- a. by personal delivery, effective upon receipt by the addressee;
- b. by facsimile, effective upon receipt by the addressee, so long as a copy is provided by certified U.S. mail, return receipt requested, postmarked the same day as the facsimile;
- c. by certified U.S. mail, return receipt requested, effective 72 hours after deposit in the mail.

City: City of Marysville
526 C Street
Marysville, California 95901
Attn: City Clerk
Phone: (530) 749-3901
Fax: (530) 749-3992

Consultant:

Either party may change its address for notices by complying with the notice procedures in this Section.

11. Ownership of Materials. City is the owner of all records and information created, produced, or generated as part of the services performed under this Agreement. At any time during the term of this Agreement, at the request of City, Consultant shall deliver to City all writings, records, and information created or maintained pursuant to this Agreement and for which Consultant has been paid in accordance with this Agreement. The term "writings" in this Section has the same definition as provided in Section 6(b)(ii).

12. Assignment; Subcontracting; Employees.

(a) Assignment. Consultant shall not assign, delegate, or transfer its duties, responsibilities, or interests in this Agreement without the prior express written consent of City. Any assignment without such approval shall be void and, at City's option, shall terminate this Agreement and any license or privilege granted herein.

(b) Subcontracting. Consultant shall not subcontract or otherwise assign any portion of the work to be performed under this Agreement without the prior express written consent of City. If City consents to Consultant's hiring of subcontractors, all subcontractors are deemed to be employees of Consultant and Consultant agrees to be responsible for their performance. Consultant shall give its personal attention to the fulfillment of the provisions

of this Agreement by all of its employees and subcontractors, if any, and shall keep the work under its control.

13. Binding Agreement. This Agreement shall bind the successors of City and Consultant in the same manner as if they were expressly named herein.

14. Waiver.

(a) Effect of Waiver. Waiver by either party of any default, breach, or condition precedent shall not be construed as a waiver of any other default, breach, or condition precedent or any other right under this Agreement.

(b) No Implied Waivers. The failure of either party at any time to require performance by the other party of any provision hereof shall not affect in any way the right to require such performance at a later time.

15. Nondiscrimination.

(a) Consultant shall not discriminate in the conduct of the work under this Agreement against any employee, applicant for employment, or volunteer because of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition, or physical or mental disability.

(b) Consultant shall comply with all federal and state anti-discrimination and civil rights laws.

(c) Consultant agrees to post in conspicuous places, available to all employees and applicants for employment, notices that Consultant shall provide an atmosphere for employees, clients, and volunteers that is free from harassment or discrimination on the bases set forth in subsection 16(a).

16. Indemnity. Consultant shall indemnify and hold City and its respective officers, directors, employees and agents free and harmless from and against any and all claims, suits, liens, demands, damages, injuries, liabilities, losses and expenses of any kind, including reasonable fees of attorneys and expert witnesses, to the extent they arise out of or are in any way connected with the performance of the agreement by City, its agents, directors, or employees, or by Consultant, its agents, directors or employees, whether such claims, liens, demands, damages, losses or expenses are based upon a contract, or upon a claim for personal injury, death or property damages or upon any other legal or equitable theory whatsoever. Consultant shall not be required to indemnify City from loss or liability to the extent such loss or liability arises from the sole active negligence or willful misconduct of City.

17. Insurance Requirement. Consultant, at its sole cost and expense, shall obtain and maintain in full force and effect throughout the entire term of this Agreement, the insurance coverage and policies as set forth in Exhibit C attached hereto.

18. Workers' Compensation.

(a) Covenant to Provide. Consultant warrants that it is aware of the provisions 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. Consultant further agrees that it will comply with such provisions before commencing the performance of the work under this Agreement.

(b) Waiver of Subrogation. Consultant and Consultant's insurance company agree to waive all rights of subrogation against City, its elected or appointed officials, agents, and employees for losses paid under Consultant's workers' compensation insurance policy which arise from the work performed by Consultant for City.

19. Financial Records. Consultant shall retain all financial records, including but not limited to documents, reports, books, and accounting records which pertain to any work or transaction performed pursuant to this Agreement for three (3) years after the expiration of this Agreement. City or any of its duly authorized representatives shall, with reasonable notice, have access to and the right to examine, audit, and copy such records.

20. Conflict of Interest. Consultant shall exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with the City's interest. During the term of this Agreement, Consultant shall not accept any employment or engage in any consulting work which creates a conflict of interest with City or in any way compromises the services to be performed under this Agreement. Consultant shall immediately notify City of any and all violations of this Section upon becoming aware of such violation.

21. Time of the Essence. Consultant understands and agrees that time is of the essence in the completion of the work and services described in Section 2.

22. Severability. If any court of competent jurisdiction or subsequent preemptive legislation holds or renders any of the provisions of this Agreement unenforceable or invalid, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected.

23. Governing Law and Choice of Forum. This Agreement shall be administered and interpreted under California law as if written by both parties. Any litigation arising from this Agreement shall be brought in the Consolidated Municipal and Superior Court of Sutter County.

25. Costs and Attorney's Fees. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

26. Authority. The parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

27. Force Majeure. Except as otherwise provided in this Agreement, if the performance of any act required by this Agreement by either City or Consultant is prevented or delayed by reason of any act of God, strike, act of terrorism, lockout, labor trouble, inability to secure materials, restrictive governmental laws or regulations or any other cause not the fault of the party required to perform the act, the time for performance of the act will be extended for a period equivalent to the period of delay and performance of the act during the period of delay will be excused.

28. Integration. This Agreement represents the entire understanding of City and Consultant as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with Section 6.

****SIGNATURES ON FOLLOWING PAGE****

Executed by City and Consultant on the date shown next to their respective signatures. The effective date of this Agreement shall be the date of execution by the City as shown below.

City of Marysville

Consultant

By: _____
Jim Schaad, City Manager

By: _____

Approved as to Form:

By: _____
Brant Bordsen, City Attorney

Business License #: _____

Taxpayer ID Number.: _____

Attest:

By: _____
Maggie Sanchez, City Clerk

Attestation Date: _____

Attachments:

Exhibit A – Insurance Requirements

Exhibit B- Waiver

Exhibit C- Contract