

PROFESSIONAL SERVICES AGREEMENT

Project: _____

THIS AGREEMENT is made and entered into this ___ day of _____, 20___,
by and between the City of Roseville, a municipal corporation ("CITY"), and _____
_____, a _____ ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of _____
_____; and

WHEREAS, CONSULTANT has prepared a proposal dated _____,
which describes the scope of work to be performed by CONSULTANT, the budget for the work,
and the schedule for performance of the work; and

WHEREAS, CONSULTANT is qualified and experienced to provide professional
services related to _____;

NOW, THEREFORE, the parties agree as follows:

1. Services. CONSULTANT shall perform, at the direction of City, the scope of services
as described in EXHIBIT "A," attached hereto and incorporated herein by this reference.

2. Compensation. For its services provided hereunder, CONSULTANT shall be
compensated in accordance with the budget estimate as described in EXHIBIT "B," attached

hereto and incorporated herein by this reference. Total compensation shall not exceed _____ dollars (\$_____).

CONSULTANT shall submit monthly invoices for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of not greater than one-quarter (1/4) hours.

3. Indemnification. CONSULTANT shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of CONSULTANT's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's sole active negligence. The parties intend that this provision shall be broadly construed.

4. Insurance. CONSULTANT agrees to continuously maintain, in full force and effect, at a minimum the following policies of insurance during the term of this Agreement.

COVERAGE	LIMITS OF LIABILITY
Workers Compensation	Statutory
Commercial General Liability	\$1,000,000 each occurrence \$2,000,000 aggregate
	Property Damage: \$1,000,000 each occurrence
	Personal Injury: \$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Liability including endorsements for owned, hired and nonowned vehicles	Bodily Injury: \$500,000 per person \$1,000,000 per accident
	Property Damage: \$100,000 per occurrence \$1,000,000 per claim
Professional Liability (errors and omissions)	

CONSULTANT shall submit a certificate evidencing such coverage in a form satisfactory to the City Attorney of CITY, prior to undertaking any work hereunder. CONSULTANT shall also provide a separate endorsement form showing CITY, its officers, agents and employees as additional named insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The coverage shall be primary as to such additional insureds and no coverage of the CITY shall be called upon to contribute to a loss. Said certificates shall provide for at least thirty (30) days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement. CONSULTANT shall furnish a certificate for the period covered by this Agreement. Any insurance written on a claims made basis is subject to the approval of the City Attorney. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT of liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this Agreement or law.

5. Access to Records. Duly authorized representatives of CITY shall have right of access during normal business hours to CONSULTANT's files and records relating to the services performed hereunder, and may review the files and records at appropriate stages during performance of the services.

6. Confidentiality Agreement. CONSULTANT will sign Confidentiality/Non-Compete Agreement, attached as Exhibit "C".

7. Time is of the Essence. Time is of the essence of this Agreement.

8. Compliance with Laws. CONSULTANT shall comply with all federal, state and local laws and ordinances as may be applicable to the performance of services under this Agreement.

9. Ability to Perform. CONSULTANT agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement.

10. Governing Agreement. In the event of any conflict between this Agreement and its EXHIBITS, the provisions of this Agreement shall govern. In the event of any conflict between any of the EXHIBITS, the provisions of the first in order of attachment shall govern.

11. Assignment. CONSULTANT is employed to perform unique personal services. CONSULTANT shall not assign this Agreement without the prior written consent of City. CONSULTANT shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without prior written consent of CITY.

12. Independent Contractor. CONSULTANT shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

13. Representation and Warranties. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

14. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

15. Copyright, Ownership and Use of Materials. All tangible materials (“Material”) created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, CONSULTANT hereby assigns to CITY all right, title, and interest, including but not limited to copyright and all copyright rights, in all Material created by CONSULTANT in its performance under this Agreement. Material constitutes the scope of work outlined in Exhibit A and attached hereto, and all written and other tangible expressions, including but not limited to, drawings, papers, documents, reports, surveys, renderings, exhibits, sketches, maps, models, prints, paintings or photographs, in any and all media or formats in which such materials have been created or are maintained. All Material furnished by CONSULTANT is, and shall remain, the property of CITY.

CONSULTANT shall execute any documents necessary to effectuate such assignment. In the event that CONSULTANT uses any individual who is not a full-time employee of CONSULTANT, or entity to perform any work required of it pursuant to this Agreement, CONSULTANT shall require said individual or entity to sign an agreement containing identical wording as the foregoing.

16. Termination of Agreement. The City Manager may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice. CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days advance written notice. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY

of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any MATERIAL, notwithstanding any termination or any dispute regarding the amount to be paid.

17. Attorney's Fees; Venue; Governing Law. 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 shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

18. Modification. This Agreement and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.

19. Notices. Any notices to parties required by this Agreement shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE

CONSULTANT

Either party may amend its address for notice by giving notice to the other party in writing.

20. Integrated Agreement. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole. IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the

execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ___ day of _____, 20__, and CONSULTANT has caused this Agreement to be executed.

CITY OF ROSEVILLE, a _____, a
municipal corporation _____

BY: _____ BY: _____

RAY KERRIDGE its: _____

City Manager

and

ATTEST:

BY: _____

its: _____

BY: _____

SONIA OROZCO

City Clerk

APPROVED AS TO FORM:

BY: _____

BRITA J. BAYLESS

City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____