

EXHIBIT A - AGREEMENT FOR CONSULTANT SERVICES

Wastewater Rate Study

This Agreement is made and effective as of October 13, 2026, between the Costa Mesa Sanitary District, a sanitary district ("District"), and _____, **Inc**, a corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

Recitals

Whereas, District is in need of professional consulting services to determine and recommend annual sewer rates as more particularly described in the Request for Proposal and Scope of Work;

Whereas, _____ is a firm that provides said services and is willing to provide those services, has all of the licenses and approvals required to provide those services, and has represented that it can do so competently; and

Whereas, the parties hereto do hereby agree to have Consultant provide those services as provided in this Agreement.

Now, therefore, the parties agree as follows:

1. TERM

This Agreement shall commence tentatively on the effective date, and shall remain and continue in effect until all tasks described herein are completed, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform all of the tasks required by this Agreement and as described in the District Request for Proposal (RFP) and Scope of Work (SOW), and as outlined within the Consultant's Proposal, attached hereto and incorporated herein as though set forth in full and other related tasks as directed by the District.

In case of conflict, this Agreement shall govern, followed by the RFP and SOW, then the Consultant's Proposal.

3. PERFORMANCE

Consultant shall, at all times, faithfully, competently and to the best of his/her/its ability, experience, and talent perform all tasks described herein. Consultant shall employ,

at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. DISTRICT MANAGEMENT

District's General Manager shall represent District in all matters pertaining to the administration of this Agreement. The General Manager shall be authorized to act on District's behalf and to execute all necessary documents which enlarge the Tasks to be Performed or change Consultant's compensation, subject to Section 5 hereof.

5. PAYMENT

(a) The District agrees to pay Consultant in accordance with the tasks as set forth in the Request for Proposal, Consultant Fee Proposal, attached, on up to a monthly basis, progress payments for work completed. This amount shall not exceed _____ Dollars (\$_____) for the total term of this Agreement unless additional payment is approved as provided in this Agreement. Said sum includes travel and other costs.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the General Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by General Manager and Consultant at the time District's written authorization is given to Consultant for the performance of said services.

(c) Consultant will submit invoices on a monthly basis showing hours worked and the hourly rates. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the District disputes any of Consultant's fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) The District may, at any time, for any reasons, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the District suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the District shall pay to Consultant the actual value of the work performed up to the time of

termination, provided that the work performed is of value to the District. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the District pursuant to Section 5.

7. DEFAULT OF CONSULTANT

(a) The 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 and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault of negligence of the Consultant, it shall not be considered a default.

(b) If the District determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the District shall have the right, notwithstanding any other provision of this Agreement, to 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.

8. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to the professional services required by this Agreement and will produce the work product specified in the Request for Proposal and other such information required by District that relate to the performance of services under this Agreement. Such work products shall be fully usable by District. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of 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 the representatives of District or its designees at reasonable times to such books and records; shall give District the right to examine and audit said books and records; shall permit District to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment. Alternatively, all documents produced shall be maintained and owned at District offices.

(b) Upon completion, termination or suspension of this Agreement, all work product reduced to any medium and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property

of the District and may be used, reused or otherwise disposed of by the District without the permission of the Consultant. With respect to computer files, Consultant shall make available to the District, at the Consultant's office and upon reasonable written request by the District, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

9. INDEMNIFICATION

(a) Indemnification for Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless District and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subconsultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

(b) Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless District, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including, but not limited to, officers, agent, employees or subconsultants of Consultant.

10. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit B attached to and part of this Agreement. Such coverage shall provide automotive, commercial general liability and professional error coverage, if appropriate. Existing coverage may suffice if coverage limits are acceptable. District must be named an additional insured on the endorsement

11. INDEPENDENT CONSULTANT

(a) Consultant is and shall at all times remain as to the District a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither District nor any of its officers, employees, or agents shall have control

over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the District. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against District, or bind District in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, District shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for District. District shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

(c) With regard to A.B. 5 (Labor Code §2750.3) this Agreement sets forth a "business to business" relationship and Consultant is the employer of all persons provided under this Agreement, and those persons are employees of Consultant. Control of those persons shall be with the Consultant and District shall provide direction to Consultant who shall direct its employees in accordance with that direction.

12. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The District, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure has been used against or in concert with any officer or employee of the Costa Mesa Sanitary District in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement or financial inducement. No officer or employee of the Costa Mesa Sanitary District will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the District to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of District, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project

during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceed thereof, for work to be performed in connection with the Project performed under this Agreement.

15. RELEASE OF INFORMATION / CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without District's prior written authorization. Consultant, its officers, employees, agents or subconsultants, shall not without written authorization from the District Manager or unless requested by the District Counsel, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the District. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives District notice of such court order or subpoena.

(b) Consultant shall promptly notify District should Consultant, its officers, employees, agents or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, requests for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the District. District retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with District and to provide 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 the right by District to control, direct, or rewrite said response.

(c) Consultant covenants that neither he/she nor any officer or principal of their firm have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent or subconsultant. Consultant further covenants that Consultant has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the District or the study area and further covenants and agrees that Consultant and/or its subconsultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the District or the study area prior to the completion of the work under this Agreement.

16. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given by: (i) personal service, (ii) delivery by a

reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To District: Costa Mesa Sanitary District
290 Paularino Avenue
Costa Mesa, CA 92626

To Consultant: _____

17. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the District.

18. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

19. GOVERNING LAW

The District and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior or federal district court with jurisdiction over the Costa Mesa Sanitary District.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. CONTENTS OF PROPOSAL

Consultant is bound by the contents of Exhibit A hereto and incorporated herein by this reference.

22. MODIFICATION

No modification to this Agreement shall be effective unless it is in writing and signed by authorized representatives of the parties hereto.

23. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

24. INTERPRETATION

In the event of conflict or inconsistency between this Agreement and any other document, including any proposal or Exhibit hereto, this Agreement shall control unless a contrary intent is clearly stated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this day and year first above written.

COSTA MESA SANITARY DISTRICT

CONSULTANT

General Manager

Signature

ATTEST:

Typed Name

District Clerk

Title

APPROVED AS TO FORM:

District Counsel

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EXHIBIT B – INSURANCE

The Consultant shall, at its expense, procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of this Agreement by the Consultant, its agents, representatives, employees, or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of this Agreement. If Consultant is an employer or otherwise hires one (1) or more employees during the term of this Project, the Consultant shall procure and maintain workers' compensation coverage for such employees which meets all requirements of state law (Labor Code § 1861).

At a minimum, the Consultant is required to submit proof of insurance in accordance with the following standards:

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); (3) Workers' Compensation and Employer's Liability: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; and (4) Professional Liability Insurance (aka Errors and Omissions Liability Insurance).

Minimum Limits of Insurance: CONSULTANT shall maintain limits of no less than:

(A) **General Liability.** One Million Dollars (\$1,000,000.00) 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. 6 PSA 12 10

(B) **Automobile Liability.** One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.

(C) **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 (\$1,000,000.00) per accident for bodily injury or disease.

(D) **Professional Liability.** Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to

maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

Insurance Endorsements: The insurance policies shall contain the following provisions, and a separate endorsement stating to add the following provisions to the insurance policies shall be submitted and approved by the MCSD and the CMSD:

(A) **General Liability.** The general liability policy shall be endorsed to state that: (1) the MCSD and the CMSD, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the work or operations performed by or on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the MCSD and the CMSD, 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 CMSD and/or the MCSD, 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.

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

(C) **All Coverage.** Each insurance policy required by this Agreement shall be endorsed to state that: (A) 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 CMSD, and (B) any failure to comply with reporting or other provisions of the policies, including breaches or warranties, shall not affect coverage provided to the CMSD its directors, official, officers, employees, agents, and volunteers.

Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A- or better, licensed to do business in California, and satisfactory to CMSD.

All insurance documents must be submitted and approved by the CMSD's Risk Manager prior to execution of any Agreement with District.