

RGS Is Committed to Reducing Paper Waste by Use of Electronic Processes

To support our waste reduction goals, RGS requests your partnership in using digital signatures and electronic payment methods.

Preamble: The agreement for services described below is also an agreement to engage in a relationship between organizations – Agency partners. In order to establish a mutually respectful relationship as well as a productive one, RGS has adopted the following values and business methods.

To set realistic expectations, please note that RGS is a governmental joint powers authority with policies designed to provide flexibility while meeting evolving local government needs.

Our Values:

RGS aims to be flexible, solution-driven, empowering, and caring. We deliver these values through:

- **Expertise:** RGS provides a team of public-sector experts to help each agency meet its unique challenges.
- **Customer Focus:** RGS customizes solutions to achieve the right level and right kind of service at the right time.
- **Adaptation:** RGS will maintain ongoing interaction. RGS listens, works with you, and sticks with it until a good fit with your needs is found.
- **Open Source Sharing:** RGS tracks emerging best practices and shares them, learning openly from each other's hard-won experience.
- **Commitment:** We are entrusted with serving the public, and that trust must be used wisely. RGS will do its part by setting rates transparently and pledging honesty, openness, and accountability in our work with you.

How RGS Does Business

When you work with RGS you can expect:

- Understandings will be put in writing and RGS will communicate directly to ensure your needs are met, projects will stay on track, and timelines are honored.
- Honest, respectful communication, and mutual respect between our agency staffs.
- Should issues arise, RGS will address them early, accurately, and thoroughly to reach acceptable solutions.
- As a public agency, RGS values partnership and safeguards the public trust.

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services (“Agreement”) is entered into as of DATE 2025, by and between the **AGENCY**, a municipal agency (“Agency”), and **Regional Government Services Authority** (RGS), a joint powers authority, (each individually a “Party” and, collectively, the “Parties”).

RECITALS

THIS AGREEMENT is entered into with reference to the following facts and circumstances:

- A. That Agency desires to engage RGS to render professional services;
- B. That RGS is fully qualified to provide such professional services to the Agency by virtue of its experience, training, education, and the expertise of its advisors and management; and
- C. That Agency has elected to engage the services of RGS upon the terms and conditions as hereinafter set forth.

TERMS AND CONDITIONS

Section 1. Effective Date: This Agreement shall be effective on the date first herein above written.

Section 2. Services. The consulting work, hereinafter “Services,” to be performed by RGS under this Agreement shall include those services set forth in the attached **Exhibits**, which are incorporated by this reference herein and made a part hereof as though it were fully set forth herein.

In the event of conflict or inconsistency between the text of the main body of this Agreement and the **Exhibits**, the text of the main body of this Agreement supersede and shall prevail.

2.1 Standard of Performance. RGS shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the types of services that RGS agrees to provide in the geographical area in which RGS operates.

2.2 Time. RGS shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance described above and to provide the service described in the **Exhibits**.

2.3 Service Advisor. RGS shall assign a Service Advisor to the Agency to support the quality and consistency of Services provided. The Service Advisor shall be available to assigned RGS staff and Agency management and shall conduct regular check-ins with both parties to address service and project directives. The time spent by the Service Advisor shall generally not be billable to the Agency. However, in cases where the Service Advisor provides substantial programmatic direction beyond standard oversight, such time may be subject to billing. Any such billable time shall be identified and communicated to the Agency in advance.

2.4 Reassignment of Personnel. Assignment of personnel to provide the services described in the **Exhibits** is at the sole discretion of RGS. In the event that Agency or RGS, at any time during the term of this Agreement, desires the reassignment of personnel, Agency and RGS shall meet and discuss in good faith to address the issue of concern, including but not limited to reassigning such person or persons. For the avoidance of doubt, however, RGS retains sole control as to assignment of its personnel.

Section 3. Compensation. Payment to RGS for Services under this Agreement shall not exceed \$XXX. The calculation of payment for the Services shall be as provided in the **Exhibits**.

Section 4. Term of Agreement and Termination.

4.1 Services shall commence on or about the Effective Date and shall remain in effect until **DATE XX, 2026**, thereafter services may continue on a month-to-month basis until one party terminates the Agreement or if Section 3 contains a “not to exceed” amount, until RGS charges for services reach the not-to-exceed amount at which point the Agreement will automatically terminate unless amended. Services provided under the month-to-month provision are subject to current RGS staff rates in effect at the time of service. In the event this Agreement has converted to a month-to-month basis, RGS shall have the option, at its sole discretion, to terminate this Agreement on the ninety-first (91st) continuous day with no billable service hours. Should RGS elect to exercise this termination option, RGS shall provide Agency with written notice of the termination of the Agreement.

4.2 This Agreement may be terminated by either Party, with or without cause, upon 30 days' written notice to the other party. Upon receipt of such notice, RGS shall cease performance as of the termination date specified in the notice, or 30 days from the date of the letter, if none is specified. Compensation payable to RGS shall be limited to services performed up to and including the termination date.

The Agency shall have the sole discretion, exercised in good faith, to determine whether the Services performed by RGS meet the Agency's satisfaction. Should the Agency determine that RGS's services are unsatisfactory and/or that RGS has failed to resolve performance issues related to RGS to the Agency's satisfaction, the Agency may terminate this Agreement by providing written notice to RGS pursuant to this provision.

Section 5. Relationship of Parties.

5.1 It is understood that the relationship of RGS to the Agency is that of an independent contractor and all persons working for or under the direction of RGS are its agents or employees and not agents or employees of Agency. The Agency and RGS shall, at all times, treat all persons working for or under the direction of RGS as agents and employees of RGS, and not as agents or employees of the Agency. Agency shall have the right to control RGS employees only insofar as the results of RGS' services rendered pursuant to this Agreement. In furtherance of this Section 5.1, the Parties agree as follows:

5.1.1 Agency shall not request from RGS or from any RGS employee an RGS employee's Social Security Number or other similar personally identifying information.

5.1.2 Agency shall not report an RGS employee to any third party as an employee of Agency. For the purposes of this Section 5 "third party" means another government agency, private company, or individual.

5.1.3 In the event that a third-party requests information about an RGS employee—including but not limited to personally identifying information, hours or locations worked, tasks performed, or compensation—Agency shall inform RGS of the request prior to responding. If Agency possesses such information about an RGS employee, the Parties shall confer in good faith about an appropriate and legally compliant response to the request.

5.2 RGS shall provide services under this Agreement through one or more RGS employees qualified to perform services under this Agreement. At any time during the term of this Agreement, the assigned RGS employee(s) may be providing services concurrently to one or more RGS clients.

5.3 Agency shall not have the ability to direct how Services are to be performed, specify the location where Services are to be performed, or establish set hours or days for performance of services, except as mutually agreed upon and set forth in the **Exhibits**. Agency confirms that RGS employees are not assuming and are not expected to assume any Agency staff position(s).

5.4 All services provided under this Agreement are outsourced to RGS and are not duplicative of or the responsibility of Agency employees. RGS shall determine, in its sole discretion, whether such services are performed onsite or remotely. RGS employees and advisors shall be under the exclusive direction and supervision of RGS and shall not be subject to supervision, control, or reporting obligations of any Agency employee. RGS employees and advisors shall have no obligation to report to the Agency except through RGS-designated administrators. RGS employees and advisors shall have no authority to execute documents or otherwise bind the Agency. Any reference to RGS employees or advisors in Agency publications, agendas, or minutes shall identify such individuals solely as "RGS Employee(s) or RGS Advisor(s)."

5.5 RGS Employees shall perform Services using tools, equipment and technology provided by RGS. However, RGS Employees may require access to Agency's computer systems and networks to complete the assigned services. RGS requires its employees to agree to appropriate system usage policies, which include a pledge not to use partner agency electronic equipment for anything other than the work described in the **Exhibits**. These policies can be provided to Agency upon request. No Agency equipment is to be issued to RGS employees except by express written agreement with RGS.

5.6 Agency shall not have any right to discharge any employee of RGS from RGS employment.

5.7 The provisions of this Agreement are not intended to create, nor shall they in any way be interpreted or construed to create a joint venture, partnership, or any other similar relationship between the parties.

5.8 RGS shall, at its sole expense, supply for its employees providing Services to Agency pursuant to this Agreement any and all benefits, such as worker's compensation, disability insurance, vacation pay, sick pay, or retirement benefits; obtain and maintain all licenses and permits usual or necessary for performing the services; pay any and all taxes incurred as a result of the employee(s) compensation, including employment or other taxes; and provide Agency with proof of payment of taxes on demand.

Section 6. RGS Insurance Requirements. RGS may, pursuant to California Government Code Section 990, satisfy its contractual liabilities with self-insurance and/or participate in a pooled risk purchasing program. RGS has and will continue to maintain a program of liability coverage against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by RGS and its agents, representatives, employees, and subcontractors. Specific minimum insurance coverages to be evidenced are detailed in the **Exhibits**.

Section 7. Legal Requirements.

7.1 Governing Law, Venue and Attorney's Fees. The laws of the State of California shall govern this Agreement. Any suit or action initiated by either party shall be brought in Alameda County, California. In the event of litigation between the Parties hereto to enforce any provision of the Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs of litigation.

7.2 Compliance with Applicable Laws. RGS and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

7.2.1 Other Governmental Regulations. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, RGS and any subcontractors shall comply with all applicable rules and regulations to which Agency is bound by the terms of such fiscal assistance program.

7.2.2 Nondiscrimination and Equal Opportunity. RGS shall not discriminate on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided under this Agreement. RGS shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

7.2.3 Reporting Requirements. If there is a statutory or other legal requirement for RGS to report information to another government entity, RGS shall be responsible for complying with such requirements.

7.3 Licenses and Permits. RGS represents and warrants to Agency that RGS and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to provide the services contemplated by this Agreement. RGS represents and warrants to Agency that RGS and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions.

7.4 Post-Termination Assistance/Service Support. Following completion of the Services and/or termination of this Agreement, any subsequent assistance related to the Services provided under this Agreement requested by the Agency, including but not limited to assistance with public records requests, regulatory compliance, or inquiries pertaining to the finished work product, shall be performed by RGS at its standard hourly rates in effect at the time services are provided. Prior to commencing such assistance services, Agency shall provide RGS with a deposit of \$2,500 (“Deposit”), which RGS shall apply toward the fees and costs incurred. Agency acknowledges and agrees that actual costs may exceed the Deposit amount, and any such excess shall be invoiced to the Agency and paid in accordance with the payment terms of this Agreement. Any remaining balance of the Deposit shall be refunded upon completion of the requested assistive services.

Section 8. Keeping and Status of Records.

8.1 Records Created as Part of RGS’ Performance. All final versions of reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that RGS prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of Agency. RGS hereby agrees to deliver those documents to Agency upon termination of the Agreement, if requested. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for Agency and are not necessarily suitable for any future or other use. For the avoidance of doubt, RGS shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose. For further avoidance of doubt, RGS is a public agency subject to the California Public Records Act (“CPRA”) and will comply with this Agreement to the extent that it does not conflict with the CPRA. As such, RGS shall direct CPRA requests to Agency for the aforementioned documents that are the property of Agency. For any other documents that are responsive and not the property of Agency, RGS reserves the right to respond to such CPRA requests.

8.2 Confidential Information. RGS shall hold any confidential information received from Agency in the course of performing this Agreement in trust and confidence and will not reveal such confidential information to any person or entity, either during the term of the Agreement or at any time thereafter. Upon expiration of this Agreement, or termination as provided herein, RGS shall return materials which contain any confidential information to Agency. For purposes of this paragraph, confidential information is defined as all information disclosed to RGS which relates to Agency past, present, and future activities, as well as activities under this Agreement, which information is not otherwise of public record under California law. Agency shall notify RGS what information and documents are confidential and thus subject to this section 8.2.

8.3 RGS Books and Records. RGS shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to Agency under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment under this Agreement.

8.3.1 Inspection and Audit of Records. Any records or documents that Section 8.3 of this Agreement requires RGS to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of Agency, for a period of three years after final payment under the Agreement.

Section 9. Non-assignment. This Agreement is not assignable either in whole or in part without the written consent of the other party.

Section 10. Amendments. This Agreement may only be amended or modified by written Amendment signed by both Parties.

Section 11. Validity. The invalidity, in whole or in part, of any provisions of this Agreement shall not void or affect the validity of any other provisions of this Agreement.

Section 12. Disputes. Should any dispute arise out of this Agreement, Agency agrees that it shall only file a legal action against RGS, and shall not file any legal action against any of the public entities that are members of RGS.

Section 13. Mediation. Should any dispute arise out of this Agreement, the Parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither Party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the Parties. If a mediated settlement is reached, neither Party shall be deemed the prevailing party for purposes of the settlement and each Party shall bear its own legal costs.

Section 14. Employment Offers to RGS Staff. Should Agency desire to offer permanent or temporary employment to an RGS employee who is either currently providing RGS services to Agency or has provided RGS services to Agency within the previous six months, said Agency will be charged a fee equal to the full-time cost of the RGS employee for one month (173.33 hours), using the most recent RGS bill rate for the RGS employee's services to Agency. This fee is to recover RGS' expenses in recruiting the former and replacement RGS staff.

Section 15. Indemnification.

15.1 RGS' indemnity obligations.

RGS shall indemnify, defend, and hold harmless Agency and its legislative body, boards and commissions, officers, and employees ("Indemnitees") from and against all claims, demands, and causes of action by third parties, including but not limited to reasonable attorneys' fees, arising out of RGS's performance of this Agreement, to the extent caused by RGS's negligent act, error, or omission. Nothing herein shall be interpreted as obligating RGS to indemnify Agency against its own negligence or willful misconduct.

Training disclaimer

Agency understands and acknowledges that RGS advisors may, as part of the scope of services under this Agreement, provide training on various matters including human resources, accounting, or management practices. The advice and guidance included in such training does not, and is not intended to, constitute legal advice, and Agency shall not rely on the information provided during training as a substitute for legal counsel; instead, all information, content, and materials provided are based on industry best practices, but may not be applicable in all situations. Agency staff should not act or refrain from acting on the basis of the information provided as part of a training without first seeking legal advice from counsel in its relevant jurisdiction and/or appropriate Agency approval. RGS' obligation to indemnify, defend, and hold harmless indemnities pursuant to this section 17.1 for professional errors and omissions shall not exceed \$500,000.

15.2 Agency's indemnity obligations. Agency shall indemnify, defend and hold harmless RGS and its officers, directors, employees and agents from any and all claims and lawsuits where such persons are named in the lawsuit solely because of a duty any of them performs in accordance with the services outlined in the **Exhibits.**

It is the intent of the parties here to define indemnity obligations that are related to or arise out of Agency's actions as a governmental entity. Thus, Agency shall be required to indemnify and defend only under circumstances where a cause of action is stated against RGS, its employees or agents:

- a. which is unrelated to the skill they have used in the performance of the duties delegated to them under this Agreement;
- b. when the allegations in such cause of action do not suggest the active fraud or other misconduct of RGS, its employees, or agents; or
- c. where an Agency employee, if he had been acting in a like capacity, otherwise would be acting within the scope of that employment.

Whenever Agency owes a duty hereunder to indemnify RGS, its employees or agents, Agency further agrees to pay RGS a reasonable fee for all time spent by any RGS employee, or spent by any person who has performed work pursuant to this Agreement, for the purpose of preparing for or testifying in any suit, action, or legal proceeding in connection with the services the assigned employee has provided under this Agreement.

15.3 Obligations and indemnity related to retirement plan participation.

- a. RGS and Agency acknowledge and agree that, if Agency participates in a defined benefit plan (such as CalPERS, a pension plan, or Social Security) (“Retirement Program”), it is possible that the Retirement Program may find that RGS employees providing services pursuant to this Agreement are employees of Agency and should be registered with the Retirement Program as employees of Agency, which possibility is the same as if Agency were contracting with a private consulting firm. Pursuant to Section 5 of this Agreement, Agency has an obligation to treat all persons working for or under the direction of RGS as agents and employees of RGS, and not as agents or employees of Agency. Agency agrees not to ask RGS employees for personally identifying information.
- b. In the event that the Agency’s Retirement Program initiates an inquiry that includes examination of whether individuals providing services under this Agreement to Agency are Agency’s employees, Agency shall inform RGS within five business days and share all communications and documents from the Retirement Program that it may legally share. In the event that either RGS or Agency files an appeal or court challenge, RGS and Agency each agree to cooperate with each other in responding to the inquiry and any subsequent administrative appeal or court challenge of an adverse determination. Notwithstanding Section 17.1 of this Agreement, RGS and Agency shall each bear their own costs in responding to an inquiry by a Retirement Program, including but not limited to costs of an administrative appeal or court challenge.
- c. In the event that any RGS employee or subconsultant providing services under this Agreement is determined by a court of competent jurisdiction or the Agency’s Retirement Program to be eligible for enrollment in the Retirement Program as an employee of the Agency, to the fullest extent of the law, Agency shall indemnify, defend, and hold harmless RGS for any Retirement Program contribution payment that Agency is required as a result to make to the Retirement Program as well as for the payment of any penalties and interest on such payments, if any.

Section 16. Entire Agreement. This Agreement, including the **Exhibits**, comprises the entire Agreement.

Section 17. Notices. All notices required by this Agreement shall be given to Agency and RGS in writing, by first class mail, postage prepaid, or by email transmission addressed as follows:

Agency: INFO

RGS: Regional Government Services Authority
P. O. Box 1350
Carmel Valley, CA 93924
Email: contracts@rgs.ca.gov

Notice by email transmission shall be deemed given upon verification of receipt if received before 5:00p.m. on a regular business day or else on the next business day.

This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. In accordance with California Government Code Section 16.5 and California Civil Code Section 1633.7, the Parties agree that this Agreement may be transmitted and signed by electronic or digital means by either or both Parties and that such signatures shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the date first written by their respective officers duly authorized on their behalf.

DATED: _____

Agency

By: _____
AGENCY

APPROVED AS TO FORM:

DATED: _____

By: _____
Attorney

DATED: _____

Regional Government Services Authority

By: _____
Sophia Selivanoff, Executive Director

APPROVED AS TO FORM:

DATED: _____

By: _____

Sky Woodruff, Authority Counsel

Exhibit A

Compensation. Electronic payment by ACH, wire transfer, or other electronic funds transfer is the preferred method of payment.

1. **Fees.** RGS services are provided on an hourly rate basis. The current fiscal year rates are noted in the table below for each RGS employee which may provide services to the Agency. RGS Staff Bill Rates are based in part on RGS' full cost of compensation and support for RGS employee(s) providing the services as described herein.

RGS STAFF BILL RATES – EFFECTIVE FY 2025/26

| TITLE | HOURLY RATE* |
|-------------------------------|--------------|
| Strategic Services Consultant | \$191 |
| Senior Advisor | \$161 |
| Advisor | \$137 |
| Technical Specialist | \$121 |
| Administrative Specialist | \$108 |

**NOTE: The Hourly Rate excludes external costs, which are invoiced separately without markup. Advisor travel time to and from the service location is billed at the regular hourly rate, and mileage reimbursement is charged separately at the IRS rate. All external costs, including advisor travel time, will fall outside of the not-to-exceed (if established) for services provided*

Per the terms of this Agreement, the Agency agrees to compensate RGS based on the current hourly rates, up to the not to exceed amount, if established, in Section 3 of this Agreement.

Parties further acknowledge and agree that the RGS Staff Rates will be adjusted annually on July 1st of each year. The effective fiscal year RGS Staff Rates are published on the RGS Website and may be accessed at www.rgs.jpa.org/RGS_Staff_Rates. Rate Adjustments will be evaluated in February of each year, and available for the new fiscal year no later than April 1st. RGS will send an email correspondence to the main Agency contact each year advising of the rate adjustment and include a new RGS Staff Bill Rate table for the fiscal year. Invoices for services provided on/after July 1st of each year will include the adjusted rate for the new fiscal year.

The annual RGS Staff Bill Rate adjustment will be based in part on the percentage change in the Consumer Price Index CPI (Bureau of Labor Statistics, CPI for urban wage earners and clerical workers in the San Francisco-Oakland-San Jose area) ("CPI"), for the twelve months ending in December of the prior year.

2. **Reimbursement of RGS' Direct Costs.** Agency shall reimburse RGS for direct external costs. Direct external costs, including such expenses as travel or other costs incurred for the exclusive benefit of the Agency are not included in the hourly bill rate and will be invoiced to the Agency when received and without mark-up.
3. **Terms of Payment.** RGS shall submit invoices monthly for the prior month's services. Invoices shall be sent approximately 10 days after the end of the month for which services were performed and are due and shall be delinquent if not paid within 30 days of receipt. Delinquent payments will be subject to a late payment carrying charge computed at a periodic rate of one-half of one percent per month, which is an annual percentage rate of six percent, which will be applied to any unpaid balance owed commencing 7 days after the payment due date.

Additionally, in the event the Agency fails to pay any undisputed amounts due to RGS within 15 days after payment due date, then Agency agrees that RGS shall have the right to consider said default a total breach of this Agreement and the duties of RGS under this Agreement may be terminated by RGS upon 5 working days' advance written notice.

If the Agency is member agency of Regional Government Services Authority (RGS) and has accumulated Member Benefits which may be used toward RGS services, member credit will be applied on monthly invoices until exhausted.

Payment Process/Address.

Electronic payment by ACH, wire transfer, or other electronic funds transfer is the preferred method of payment. RGS will reach out to your invoicing contact to establish and provide electronic payment instructions.

However, **payment by credit card is strongly discouraged.** In the event the Agency elects to make payment by credit card, the Agency shall be responsible for, and shall reimburse RGS for, any and all processing, transaction, convenience, or other third-party fees incurred in connection with such payment, without limitation. Such fees shall be added to the invoiced amount and shall be due and payable at the same time as the underlying invoice.

Should you have questions or need other payment options, please contact:

Lindsay Rice, RGSA Accounting Manager
(650) 587-7300X12 | lrice@rgs.ca.gov

Agency Billing Contact. Invoices are sent electronically only. Please provide the contact person to whom invoices should be sent:

| NAME | EMAIL |
|------|-------|
| | |

Exhibit B

Scope of Services. Subject to the terms and conditions of this Agreement, Regional Government Services Authority (RGS) shall perform the functions as described below:

- Perform the functions as assigned by the RGS lead advisor.
- Be reasonably available to perform the services during the hours relevant to interactions required by the scope of work.
- Meet regularly and as often as necessary for the purpose of consulting about the scope of work performed with the appropriate Agency project manager and with the RGS lead.
- Perform other duties as are consistent with the services described herein and approved by the RGS lead advisor.
- Perform related work as required as approved by the RGS lead advisor.

Exhibit C

RGS Insurance Coverage Requirements

Coverage Amounts. RGS shall, at its own cost and expense, maintain coverage as described in this section for the term of the Agreement and, if appropriate, shall require all of its subcontractors and other agents to do the same. Insurance coverage shall be at least in the following minimum amounts:

- **General Liability**

| | |
|---------------------------------|-------------|
| • Each Occurrence | \$2,000,000 |
| • General Aggregate | \$2,000,000 |
| • Personal & Advertising Injury | \$1,000,000 |
| • Auto Liability | \$2,000,000 |

-includes owned/nonowned & hired

- **Professional Liability Insurance**

| | |
|---------------------|-------------|
| • Each Occurrence | \$2,000,000 |
| • General Aggregate | \$2,000,000 |

Coverage is provided for licensed professionals performing work pursuant to this Agreement covering the licensed professionals' errors and omissions.

- **Workers' Compensation**

| | |
|------------------------------|------------------|
| • Workers' Compensation | Statutory Limits |
| • EL Each Accident / Disease | \$1,000,000 |

General requirements –

1. **Minimum scope of coverage.** RGS coverage may not be written on ISO forms but will always provide coverage at least as broad as the latest version of the following: (A) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); and (B) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 001, code 1 (any auto).

Coverage shall be included or be added as an endorsement as follows:

- a. **Additional Insured:** Agency and its officers, employees, and agents, shall be included as additional covered parties with respect to RGS' general commercial and automobile coverage for claims, demands, and causes of action arising out of or relating to RGS' performance of this Agreement and to the extent caused by RGS' negligent act, error, or omission.
- b. **Primary and Noncontributory:** An endorsement to RGS' general commercial and automobile coverages must state that coverage is primary with respect to Agency and its officers, officials, employees and agents.
- c. **Occurrence Basis:** All coverages shall be on an occurrence or an accident basis, and not on a claims-made basis.
- d. **Waiver of subrogation:** The Workers' Compensation coverage shall be endorsed with or include a waiver of subrogation in favor of Agency for all work performed by RGS, its employees, agents, and subcontractors.

2. All Policies Requirements –

- a. Acceptability of coverage providers.** All commercial insurance required and procured by this section shall be acquired through providers with a Bests' rating of no less than A: VII or through sources that provide an equivalent level of reliability.
- b. Verification of coverage.** Prior to beginning any work under this Agreement, RGS shall furnish Agency with notifications of coverage and with original endorsements effecting coverage required herein. The notifications and endorsements are to be signed by a person authorized to bind coverage on its behalf. Agency reserves the right to require complete, certified copies of coverage at any time.
- c. Subcontractors.** RGS shall include all subcontractors as insureds under its coverage or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- d. Variation.** During the term of this Agreement, RGS may change the insurance program in which it participates. RGS will provide reasonable notice of any such change to Agency and replacement copies of Certificates of Coverage and endorsements.
- e. Deductibles and Self-Insured Retentions.** As a public agency, RGS may, pursuant to California Government Code § 990, satisfy its contractual liabilities with self-insurance and/or participate in a pooled risk purchasing program. At Agency's request, RGS shall disclose any self-insured retention prior to performing services under this Agreement or within a reasonable period of time of a request by Agency during the term of this Agreement.
- f. Maintenance of Coverages.** The coverages stated herein shall be maintained throughout the term of this Agreement.
- g. Notice of Cancellation or Reduction in Coverage.** In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, RGS shall provide written notice to Agency at RGS's earliest possible opportunity and in no case later than five business days after RGS is notified of the change in coverage.