



City of Laguna Niguel  
**Senior Center Needs Assessment**  
Request for Proposals (RFP)

**Issued:** Tuesday, February 3, 2026 **Due:** Thursday, February 26, 2026, by 2:00 PM PST



Parks and Recreation Department  
30111 Crown Valley Parkway  
Laguna Niguel, CA 92677  
(949) 425-5107

RFP OVERVIEW	
<b>RFP Title:</b>	City of Laguna Niguel Senior Needs Assessment
<b>Scope of Service:</b>	See Section I-4 (Scope of Service)
<b>RFP Submittal Information:</b>	<p>Interested Consultants will submit:</p> <ol style="list-style-type: none"> <li>1. Four (4) printed copies of your Proposal in a sealed envelope or box and marked with the RFP title by the RFP Due Date; <b>and</b>,</li> <li>2. A PDF copy of your Proposal, emailed to the City Contact or provided via cloud service (Dropbox, Google Drive, OneDrive, etc.).</li> </ol> <p>No faxed Proposals. Late Proposals will not be accepted.</p>
<b>Printed Submittal Location:</b>	<p>Laguna Niguel City Hall  30111 Crown Valley Parkway  Laguna Niguel, CA 92677</p>
<b>RFP Due Date:</b>	<b>Thursday, February 26, 2026, by 2:00 p.m. PST</b>
<b>RFP Submittal Requirements:</b>	<p>Your proposal must include the information described in Section III and the Proposal Forms provided in Section VI of this RFP.</p> <p>Proposals will be considered non-responsive if the proposal does not provide all the information requested in Section III and Attachments B, C, and D.</p>
<b>Prior to Award of Contract:</b>	The successful Consultant must submit a Certificate of Insurance and related endorsements that meet the City's criteria as described in the draft Agreement (Exhibit A).
<b>RFP Questions:</b>	RFP questions must be submitted in the form of an email with the RFP title in the subject heading. The deadline to submit questions is <b>February 12, 2026, by 10:00 a.m. PST</b> . Questions should be addressed to the City Contact.
<b>City Contact:</b>	<p>Derek Breaux  Recreation Supervisor  Phone: (949) 425-5152  Email: <a href="mailto:dbreaux@cityoflagunaniguel.org">dbreaux@cityoflagunaniguel.org</a></p>

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## PROPOSAL INSTRUCTIONS

1. **Purpose:** The City of Laguna Niguel (“City”) is seeking proposals from qualified firms (“Consultant”) with the resources, capacity, and experience to coordinate, design, and deliver a comprehensive Senior Center Needs Assessment (“Assessment”) as further detailed in the Scope of Service (Section I-4). The selected Consultant will be responsible for evaluating the needs, preferences, and service gaps affecting the senior population in Laguna Niguel and providing recommendations to guide future programs, services, and policies for older adults.
2. **Contract Term:** The contract term shall be valid until all services have been completed, effective from the date of award. The City reserves the right to cancel this Agreement at any time if services rendered are unsatisfactory.
3. **Examination of Proposal Documents:** The submission of a proposal shall be deemed a representation and certification that the Consultant:
  - (a) Has carefully read and fully understands the information provided by the City to serve as the basis for submission of this proposal;
  - (b) Is capable and has the capacity to successfully undertake and complete the responsibilities and obligations of the submitted proposal;
  - (c) Is acknowledging that all information contained in the proposal is true and correct;
  - (d) Did not, in any way, collude; conspire to agree, directly or indirectly, with any person, firm, corporation, or other Consultant regarding the amount, terms, or conditions of this proposal;
  - (e) Is acknowledging the City has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Consultant, and Consultant hereby grants the City permission to make these inquiries and will provide documentation requested in a timely manner;
  - (f) Is acknowledging that no request for modification of the proposal shall be considered after submission on the grounds that the Consultant was not fully informed of any fact or condition.
4. **Availability of the RFP Document:** The RFP document is available at [www.cityoflagunaniguel.org/bids](http://www.cityoflagunaniguel.org/bids). The City is not responsible for the accuracy or completeness of RFP documents or information obtained from any source other than [www.cityoflagunaniguel.org/bids](http://www.cityoflagunaniguel.org/bids).
5. **RFP Schedule:** The City reserves the right to modify this RFP Schedule as needed and will issue an addendum if the schedule is modified. The anticipated schedule for proposal review and contract award is outlined in Section II-1 of this document.

## SECTION I – PROJECT INFORMATION

### I-1. PROGRAM INFORMATION

The City of Laguna Niguel (“City”) seeks to develop a collaborative, community-supported Senior Center Needs Assessment (“Needs Assessment” or “Project”) that outlines how to best meet the future recreation needs of its citizens and builds economic and cultural value at the Sea Country Senior and Community Center (“Senior Center”). The Needs Assessment will be a planning document that provides a clear vision, supported by goals, policies, and objectives, to guide the City’s development, expansion, and programming enhancements at the Senior Center. The Senior Center Needs Assessment will help guide Department goals and priorities for the next ten (10) years or more.

### I-2. CITY BACKGROUND

The City of Laguna Niguel is a 14.72 square-mile community with a population of approximately 64,702, located in Orange County, California. The City was incorporated on December 1, 1989, as a master planned community. The City is known for its mild coastal climate, low crime rate, and numerous parks and public trails.

The City is a general law city that operates under the council/manager form of government, with 66 budgeted full-time employees. The City is organized into five functions: general government, public safety, community development, public works, and parks and recreation. The Parks and Recreation Department is operated by eighteen (18) full-time staff members and up to 70 part-time staff members during peak months.

On a typical day, the Senior Center has three (3) full-time employees and nine (9) part-time employees working. In addition, the City’s Human Services Division offers dedicated office hours at the Senior Center to provide timely, accessible support to community members in need. In 2025, the Senior Center saw an average daily attendance of 262 patrons per day, many of whom come to participate in an event, program, or activity.

The City of Laguna Niguel Parks and Recreation Department is soliciting proposals from qualified consultants to conduct a comprehensive Senior Center Needs Assessment. The Senior Center is a dedicated facility that serves adults ages 50+ on weekdays from 9:00 a.m. to 5:00 p.m., with the fitness center being open additional hours on Saturday from 9:00 a.m. to 1:00 p.m.

The facility offers a wide range of recreational, educational, social, and wellness programs designed to meet the needs of our senior community. The Parks and Recreation Department seeks to better understand current and future needs, participation trends, barriers to access, and opportunities for program and facility improvements as they relate to adults 50 years of age or older.

## Exclusions:

All other City of Laguna Niguel parks, trails, community centers, Laguna Niguel Skatepark, and the Laguna Niguel Aquatics Center are excluded from this study. Additionally, while there are defined hours for the Senior Center to be used by the entire community, this analysis should focus only on the dedicated Senior Center Hours. Facility rentals and community programming not specific to the senior population shall be excluded from the RFP analysis.

### Facility Rentals

The following hours of operation are currently only open for facility rentals and community programming not specific to the senior population:

Monday-Thursday: 5:00 p.m. to 11:00 p.m.

Friday: 5:00 p.m. to 12:00 a.m. (midnight)

Saturday: 1:00 p.m. to 12:00 a.m. (midnight)

Sunday: 6:00 a.m. to 11:00 p.m.

## I-3. PROJECT GOALS AND DELIVERABLES

The primary purpose of the Senior Center Needs Assessment is to gather data-driven insights from seniors, community members, stakeholders, and staff to guide future decision-making related to programs, activities, events, and facility use at the Senior Center.

Objectives include, but are not limited to:

- Identifying current and unmet needs of Laguna Niguel's seniors and community members
- Evaluating satisfaction with existing programs, services, and facilities
- Understanding barriers to participation (e.g., transportation, cost, scheduling, awareness, accessibility)
- Assessing demographic trends and service gaps, including resident use versus non-resident use of the Senior Center
- Gathering community input on desired programs, amenities, and services
- Determine areas for improved efficiency and identify desired enhancements to current programming, staffing, and service delivery
- Providing actionable recommendations to enhance services, outreach, and facility use

## I-4. SCOPE OF SERVICES

The Senior Center Needs Assessment aims to collect valuable input from seniors, stakeholders, and staff to inform future decisions on programming, activities, events, and facility usage. Key objectives include identifying current and unmet needs, evaluating satisfaction with existing services, understanding barriers to participation, assessing

demographic trends and service gaps, gathering suggestions for desired programs and amenities, and providing actionable recommendations to improve services, outreach, and facility utilization.

Location: **Sea Country Senior and Community Center**  
24602 Aliso Creek Road  
Laguna Niguel, CA 92677

The following summarizes the responsibilities and work of the Consultant and the City.

## **CONSULTANT RESPONSIBILITIES**

The selected consultant will be responsible for completing the following tasks:

### **A. PROJECT MANAGEMENT AND COORDINATION**

- Conduct a project kick-off meeting with City staff
- Develop a detailed project work plan and timeline
- Provide regular progress updates (bi-weekly)
- Coordinate all project activities and deliverables

### **B. DATA COLLECTION AND EXISTING CONDITIONS**

- Review existing partnership agreements, operational documents, and current service levels to document how senior services are currently organized, delivered, and coordinated between the City and partner agencies.
- Perform an assessment of Senior Center operations in coordination with the City to understand existing resources, capacity, and opportunities to enhance service delivery in alignment with best practices.

### **C. COMMUNITY & STAKEHOLDER ENGAGEMENT**

- Consultant will advertise and conduct two (2) public workshop meetings to elicit Senior Center User input. Workshops shall be senior-friendly, accessible, and interactive, taking place at the Senior Center.
- Consultant will conduct a targeted survey with the intended audience being Senior Center attendees only.
- Consultant must ensure meetings and materials are tailored to our Senior population – ADA accessible content is required, and materials should be easy for Seniors to access and understand. Consultant will identify key themes and priorities from workshops and surveys that will be used to compile the final report.
- Consultant will be responsible for ensuring that all workshop and survey materials will allow non-native English-speaking individuals the ability to participate. Additional languages must include Spanish and Farsi. Other languages may be considered and discussed in the initial kick-off meeting with City Staff.
- Consultant will be responsible for formatting, delivering, and administering the survey and compiling the survey results, analyzing the data, and developing illustrations, charts,



and graphs to communicate the survey results in conjunction with the Workshops. The survey and workshop should focus on the needs of Laguna Niguel's senior community, with an emphasis on community needs that can inform future programs and events at the Sea Country Senior and Community Center. The consultant will draft the survey for the City's review prior to execution. Areas of focus must include:

- Fitness Center and fitness programming
- Programs including arts and crafts, writing classes, music lessons, bunco, and bingo, etc.
- Educational lectures about health, senior resources, and cultural/social topics
- Transportation (Senior Mobility Program)
- Overall facility staffing levels to meet the future needs of a thriving Senior Center
- Health and Human Services
- Special/cultural events
- Lunch time or at-home meal programs
- Senior Center hours of operation
- Daily Activities such as daily games, social hours, on-site sports like billiards and table tennis, movies, etc.
- Volunteerism/Non-Profit Support

#### **D. PROGRAM AND OPERATIONS ASSESSMENT**

- Conduct a needs assessment to understand current senior services program strengths, community priorities, and areas for enhancement, comparing findings with similar programs in surrounding benchmark cities.
  - Benchmark cities will be provided by the City and should include an analysis of resident and non-resident service delivery models and costs.
- Develop a gap analysis comparing current operations with community needs identified in the assessment to determine where additional support or resources may be needed.
- Propose several staffing structures and service delivery models, including but not limited to a succession plan that promotes service continuity if there is staff turnover.
- Determine areas for improved efficiency and identify desired enhancements to current programming and service delivery.
- Consultant will produce an analysis of current and projected Senior Center trends and how these should inform the decisions City staff make when considering how to prioritize the needs of Seniors. The analysis should include:
  - Quantitative and qualitative data from surveys and workshops
  - Identify trends, gaps, and barriers to participation
  - Incorporate relevant demographic data and residency statistics
- Consultant will develop actionable, prioritized recommendations related to:
  - Programs and services
  - Facility use and amenities
  - Outreach and communication strategies; and
  - Future planning considerations
- Each recommendation from the needs assessment shall be described in detail, including the need, the purpose, priority level, the steps to complete the improvement, projected cost, and an estimated timeline for implementation.

## E. DRAFT REPORTING AND RECOMMENDATIONS

- Consultant shall compile all research and outreach data into a comprehensive draft report and develop a presentation that will help guide Department goals and priorities for the next ten (10) years or more. The draft report and presentation will include tables, graphs, illustrations, concept designs, pictures, and other information to illustrate the Consultant's recommendations.
- Once the draft report and presentation are completed, the Consultant will present the draft report and presentation to City staff and incorporate proposed revisions based on City staff input. Once the draft report and presentation have been revised, the Consultant will develop a final report and presentation.

## F. FINAL REPORT AND PRESENTATION OF FINDINGS

- Consultant should be prepared to possibly present the final report and presentation to the Parks, Recreation, and Senior Commission if staff determines this necessary.

## G. DELIVERABLES

At a minimum, the consultant shall provide:

- Project work plan and schedule
- Survey instruments and engagement materials
- Summary of engagement activities
- Draft needs assessment report
- Final needs assessment report (digital and print-ready)
- Executive summary (plain-language)
- Presentation materials
- Raw data files, upon request.

## CITY RESPONSIBILITIES

The City shall be responsible for reserving meeting sites for community workshops that have been approved by both parties. The City will work with the Consultant to determine dates and times to hold the workshops and will provide marketing space in City publications, website, and social media to advertise the workshops and surveys in advance.

## SECTION II – RFP PROCESS

### II-1. RFP TIMELINE

The following is the anticipated Timeline for the RFP. The Timeline is subject to change if additional time is needed. Any Timeline change will be communicated with an RFP Addendum.

MILESTONE	DATE
RFP Issued	Tuesday, February 3, 2026
<b>Due date for RFP Questions</b>	<b>Thursday, February 12, 2026, by 10 AM PST</b>
Responses Provided to RFP Questions	Tuesday, February 17, 2026
<b>RFP Submittal (RFP Due Date)</b>	<b>Thursday, February 26, 2026, by 2 PM PST</b>
Optional Consultant Interview*	March 9-10, 2026
Award of Project	March 2026
Kick-Off Meeting	March 2026

*\*Not all Consultants who submit a Proposal will be invited to an interview.*

## II-2. RFP QUESTIONS AND RESPONSES

Consultants interested in submitting a proposal are asked not to contact other City staff or City Council Members in connection with the RFP prior to the City Council Award of the Contract.

Please only submit questions pertaining to the RFP by email at [dbreaux@cityoflagunaniguel.org](mailto:dbreaux@cityoflagunaniguel.org) on or before **February 12, 2026, by 10:00 AM PST**. No questions will be accepted via phone. Once all questions are received, the City will summarize all questions and their responses in an addendum to the RFP. The addendum will be provided on **February 17, 2026**. The addendum will be posted to the City website at [www.cityoflagunaniguel.org/bids](http://www.cityoflagunaniguel.org/bids).

In case additional clarifications need to be provided after February 17, 2026, and before the RFP Due Date, the City will post additional addenda to the City's website at [www.cityoflagunaniguel.org/bids](http://www.cityoflagunaniguel.org/bids).

Each Consultant is responsible for obtaining all addenda prior to submitting a proposal and shall acknowledge in its proposal the receipt of each addendum as part of its proposal. Failure of Consultant to acknowledge receipt of all addenda as part of its proposal may result in rejection of its proposal.

## II-3. RFP DUE DATE AND OPENING

Proposals are due on or before the **RFP Due Date, February 26, 2026, by 2:00 PM PST**. Submitted Proposals will contain all elements described in Section III (Proposal Form and Content) of this RFP. Interested Consultants will submit the following:

1. Four (4) printed copies of your Proposal in a sealed envelope or box and marked with the RFP title by the RFP Due Date; **and**,
2. A PDF copy of your Proposal, emailed to the City Contact or provided via cloud service (Dropbox, Google Drive, OneDrive, etc.)

Proposals will be addressed to the City Contact:

City of Laguna Niguel (City Hall)  
c/o Derek Breaux, Recreation Supervisor  
[dbreaux@cityoflagunaniguel.org](mailto:dbreaux@cityoflagunaniguel.org)  
30111 Crown Valley Parkway  
Laguna Niguel, CA 92677

It is the responsibility of the Consultant to ensure the proposal is received by the RFP Due Date. Hand-delivered Proposals are also accepted and will be received at the front desk on the second floor of City Hall. No faxed Proposals. Late proposals will not be accepted. No exceptions. The City will not publicly open or read proposals aloud.

## II-4. RFP EVALUATION PROCESS

This RFP is not a formal bid process governed by formal bid rules typically associated with public projects. The evaluation and selection process are based upon consideration of a variety of factors, as described further in this document. Accordingly, the City reserves the right to waive technical errors, alter submission dates, issue subsequent requests for proposals, etc.

An Evaluation Committee comprised of City personnel will review and score all proposals based on the Evaluation Criteria stated below. The selection will be made based on the recommendation of the Evaluation Committee.

During the evaluation process, at its discretion, the Committee may request any one or all Consultants to make oral presentations by participating in an interview. Such presentations will provide Consultants with an opportunity to answer any questions the Committee may have on their qualifications and proposal. Not all Consultants will be asked to make such oral presentations. The City may also request the presence of the Consultant's principal-in-charge if necessary.

The City of Laguna Niguel will review and evaluate the proposals based on the following factors to select the most qualified Consultant:

- a) Firm and Program Personnel
- b) Completeness of the Proposal
- c) Program Approach
- d) Firm Qualifications and Experiences
- e) Cost Proposal
- f) Interview (if necessary)

## II-5. INTERVIEWS

The City may elect to conduct interviews as part of the RFP evaluation process. If the City elects to conduct interviews, they will be held either in person or via video conference. The City will provide as much advance notice as possible to selected Consultants participating in the interview process.

**Note: Not all Consultants that submit a Proposal will be invited to an interview.**

## II-6. AWARD AND EXECUTION OF PROFESSIONAL SERVICES AGREEMENT

The successful Consultant will be required to enter into a Professional Services Agreement with the City. For reference, the City's current Professional Services Agreement template is included within this RFP (Exhibit A). The term of the Agreement will begin once the Agreement is fully executed and when a W-9, a certificate of insurance, and related insurance endorsements meeting the City's requirements have been received and approved.

In addition to indemnification and hold harmless language, the agreement must include all insurance requirements included in Exhibit A.

The insurance requirements have been mandated by the City and can be modified only if extraordinary circumstances exist. Submittal of a Proposal shall be deemed acceptance of all the terms set forth in this RFP and the insurance requirements unless the Proposer includes with its Proposal, in writing, any conditions or exceptions requested by the Proposer to the terms of the RFP and/or insurance requirements. The City reserves the right to reject any Proposer(s) exceptions or proposed revisions to the RFP and/or insurance requirements.

## II-7. INSURANCE & W-9 REQUIREMENTS

Upon the recommendation of contract award, Consultant will be required to submit the following documents within ten (10) business days of City notification, unless otherwise specified in the solicitation:

1. **Insurance** - City requires that licensees, lessees, and vendors have an approved Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City. Within ten (10) business days of award of contract, the selected Consultant must furnish the City with the Certificate of Insurance proving coverage as specified in the sample contract. A valid Certificate of Insurance shall be on file with the City at all times, and Consultant shall provide updated Certificates as necessary, prior to expiration.
2. **W-9** – Current signed form W-9 (Taxpayer Identification Number & Certification), which includes Consultant's legal business name(s).

## II-8. ACCEPTANCE OF AGREEMENT AND TERMS

After the City Council awards the Contract, the City will work to fully execute the Professional Services Agreement (Exhibit "A"). This Contract shall be valid until all services have been completed or have been terminated by either party.

## SECTION III – PROPOSAL FORM AND CONTENT

### III-1. GENERAL INFORMATION

The City reserves the right to retain all proposals submitted. Submission of a proposal indicates Consultant's acceptance of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the agreement between the City and the Consultant.

The City reserves the right to reject any or all proposals, in whole or part, to waive any informality in any proposal, and to accept the proposal which, in its discretion, is in the best interest of the City. Any Consultant may withdraw their proposal, without obligation, at any time prior to the RFP Due Date. A withdrawal will not be effective unless made in writing to the City Contact prior to the RFP Due Date.

Proposals must be valid for a minimum of 90 days from the February 26, 2026, RFP Due Date.

### III-2. PROPOSAL SUBMISSION REQUIREMENTS AND RESPONSE FORMAT

Consultant shall prepare a well-organized and concise written proposal. Emphasis should be on completeness, clarity of content, and cost-effectiveness of the proposal. Proposals shall include all forms and information requested in Sections III and Attachments B, C, and D.

To be considered, Consultant must submit a complete response to this RFP, including the following mandatory information and/or requirements in the order below and the forms/format provided in Section III and Attachments B, C, and D. Failure to provide any of the information requested below may be cause for the proposal to be considered nonresponsive.

- a) Letter of Transmittal
- b) Proposal Form
- c) Certification Statement
- d) Personnel
- e) Cost Proposal
- f) Other Information

Additional guidelines for the mandatory information and/or requirements listed above are described further in Section III.

### III-3. LETTER OF TRANSMITTAL

All proposals must include a cover letter addressed to the City Contact and signed by a duly constituted official legally authorized to bind the Consultant to both its proposal and cost schedule. The cover letter must include the name, address, phone number, and email address of the Consultant's main point of contact (to whom the City should direct correspondence) regarding the specifics of the proposal. The main point of contact can be different from the Consultant's program manager.

### III-4. PROJECT TEAM AND COMPANY PROFILE

Provide an overview of the key personnel who will perform work on this project. Submit a resume or other breakdown listing the experience of key personnel. Provide an organizational chart that reflects the titles of key staff and management contacts of everyone assigned to provide the requested services.

Proposals shall provide at least three (3) recent public agency clients of similar size and scope of service utilization as the City. Include the agency/client, location, contact information, services provided, and other relevant information to allow detailed reference checks. Consultant is responsible for notifying references that the City may be contacting them and for providing any waivers or releases the reference requires prior to submitting a proposal.

### III-5. COST PROPOSAL

Provide a cost proposal for providing the program tasks described in the Scope of Service and outlined in this RFP.

### III-6. OTHER INFORMATION

Provide additional information to help the City's review team evaluate your proposal and compare it with the proposal(s) submitted by other Consultant (s).

## SECTION IV – EVALUATION/SELECTION OF PROPOSALS

### IV-1. CLARIFICATIONS

The City reserves the right to seek written clarification of each proposal submitted. The City also reserves the right to require other evidence of minimum qualifications, technical, managerial, financial, or other firm capabilities prior to selection.

### IV-2. PROPOSAL EVALUATION AND SELECTION

The City will select a Consultant based on the evaluation of the submitted proposals. The City reserves the right to request a Best and Final Offer (BAFO) from the top-ranked Consultants. The City will recommend the award of the contract to the highest-ranked and responsive Consultant.

The City may reject any Proposal in which a Consultant's approach, qualifications, or price is not considered acceptable by the City. An unacceptable Proposal is one that would have to be substantially rewritten to make it acceptable.

### IV-3. SINGLE OR MULTIPLE CONTRACTS

The City will award only one Consultant to provide the services described in the Scope of Service of this RFP (Section I-4). If multiple Consultants desire to work together, one

Consultant will enter a contract with the City and agree upon a method of compensation with the other Consultant (s) (i.e., Sub-Contractor(s)), separate from the City. Any other Sub-Contractor(s) will be held to the same professional standards as the awarded Consultant, and the City shall have the first right of refusal for approval or denial of such other Sub-Consultant (s). The awarded Consultant shall notify the City in writing of any other Sub-Contractor(s) prior to any effective date of commencement.

#### IV-4. INTERVIEWS, REFERENCE CHECKS, DISCUSSION

Following the initial review of Proposals, Consultants may be invited to participate in an interview. If conducted, interviews will be via video conference or in person. The individual(s) from Consultant's firm or entity that will be directly responsible for carrying out the contract, if awarded, shall be present at the interview.

In addition to conducting interviews, the City may, during this stage of the evaluation process, also contact and evaluate the Consultant's references, contact any Consultant to clarify any response or request revised or additional information, solicit information from any available source concerning any aspect of a Proposal, and seek and review any other information deemed pertinent to the evaluation process.

Selection for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Consultants unless an agreement is reached. If contract negotiations cannot be concluded successfully, the City may terminate negotiations and commence negotiations with the next highest scoring Consultant or withdraw the RFP.

### SECTION V – GENERAL RFP INFORMATION

#### V-1. PUBLIC RECORDS

Responses to this RFP become the exclusive property of the City and are subject to the California Public Records Act. Those elements in each proposal which are trade secrets as that term is defined in California Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY" may not be subject to disclosure. The City shall not in any way be liable or responsible for the disclosure of any such records, including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. Consultants who indiscriminately identify all or most of their proposal as exempt from disclosure without justification may be deemed non-responsive.

In the event the City is required to defend an action on a Public Records Act request for any of the contents of a proposal marked "confidential", "proprietary", or "trade secret", the Consultant agrees, upon submission of its proposal for City's consideration, to defend and indemnify the City from all costs and expenses, including attorney's fees, if any action or liability arising under the Public Records Act.



## V-2. CANCELLATION

The City reserves the right to cancel this RFP or the contract award at any time before execution of the contract by both parties if cancellation is deemed to be in the best interest of the City. In no event shall the City have any liability for the cancellation of a contract award.

## V-3. LATE PROPOSALS

Proposals not received by the RFP Due Date will not be considered and will not be returned to the Consultant.

## V-4. DISPUTES

In case of any doubt or differences of opinion as to the items or services to be furnished hereunder or the interpretation of the provisions of this RFP, the decision of the City shall be final and binding upon all parties.

## V-5. PROTESTS

Protests of the recommendation for proposals must be made immediately and in no event later than five (5) working days after the notice of recommendation for award.

## V-6. CONSULTANT CERTIFICATIONS

By the act of submitting a Proposal in response to this RFP, the Consultant certifies:

1. The Consultant has carefully examined all RFP documents, including the draft Agreement (attached as Exhibit "A") and all addenda, and fully understands the intention of the RFP is to perform all tasks as described in the Scope of Service of this RFP, and the proposal is made in accordance therewith. Except as otherwise noted as part of the proposal, the Consultant certifies that Consultant is ready, willing, and able to comply with all terms of the attached Agreement.
2. Consultant is familiar with the condition and location of the work site and facilities.
3. The proposal is based upon the requirements described in the RFP, without exception, unless clearly stated in the response.
4. Consultant accepts all terms of the City's Agreement and warrants the Consultant will fully meet all insurance requirements contained therein. If the Consultant wishes to amend or modify any terms of the Agreement, such amendment or modification must be stated in particularity in the Proposal. Proposed changes to the Agreement not stated at the time of proposal submission will not be considered. Changes stated will be considered, but may not be agreed upon by the City for contract award. If the City does not agree with such noted changes, Consultant may withdraw the proposed

change or the entire proposal, and the City may elect to award the contract to the next highest-ranked Consultant.

5. Consultant certifies, and in the case of sole proprietorship, partnership, or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of Consultant's knowledge and belief, no elected official, employee, or person whose salary is payable, in whole or in part, by the City has a direct or indirect financial interest in the proposal or in the services to which it relates, or in any of the profits thereof, other than as fully described in the Consultant's response to this RFP.
6. Consultant has examined all parts of the RFP, including all requirements and contract terms and conditions thereof, and if its proposal is accepted, Consultant shall accept the contract documents thereto, unless substantive changes are made in same without the approval of the Consultant.
7. Consultant, if an individual, is of lawful age; is the only one interested in this proposal; and no person, firm, or corporation other than that named has any interest in the proposal or in the proposed Agreement.
8. Consultant's experience is of high quality in providing the types of services and duties as described within the Scope of Service (Section I-4).
9. Consultant shall also certify Consultant's state of residence.

#### V-7. NONDISCRIMINATION

By the act of submitting a proposal in response to this RFP, Consultant certifies, under penalty of perjury, that the Consultant has not discriminated against minorities, women, or emerging small business enterprises, or a business enterprise that is owned or controlled by or that employs a disabled veteran, in obtaining any required subcontracts.

#### V-8. PROPOSED LIABILITY

Consultants responding to this RFP do so solely at their expense, and the City is not responsible for any Consultant expenses associated with the RFP. By proposing, Consultant agrees that doing so is at their own risk, and the City shall have no liability related thereto. Finalists invited to participate in interview evaluations are responsible for scheduling and paying for their own travel arrangements. The City is not liable for any cost incurred by a Consultant in protesting any portion of the RFP documents or the City's selection decision.

#### V-9. REQUESTS FOR CLARIFICATION, ADDITIONAL RESEARCH, AND REVISIONS

The City reserves the right to obtain clarification of any portion of a proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a Consultant to timely respond to such a request for additional information or clarification may

result in a finding that the Consultant is non-responsive and consequent rejection of the proposal.

The City may obtain information from any legal source for clarification of any proposal. The City need not inform the Consultant of any intent to perform additional research in this respect or of any information thereby received.

The City may perform, at its sole option, investigations of any Consultant. Information may include, but shall not necessarily be limited to, current litigation and contracting references. All such documents, if requested by the City, become part of the public record and may be disclosed accordingly. The City reserves the right to request revisions of any proposal after the date and time due and before award for the purpose of obtaining best and final offers.

#### V-10. REJECTION OF PROPOSALS

The City reserves the right to reject any or all irregularities or omissions in proposals submitted in response to this RFP to the extent it is determined to be in the best interest of the City to do so. Furthermore, the City reserves the right to reject any or all proposals or portions thereof submitted in response to this RFP. Proposals may be rejected for one or more of the following reasons, including but not limited to:

1. Failure of the Consultant to adhere to one or more of the provisions established in the RFP.
2. Failure of the Consultant to submit a proposal in the format specified herein.
3. Failure of the Consultant to submit a proposal within the time requirements established herein.
4. Failure of the Consultant to adhere to ethical and professional standards before, during, or following the proposal process.

The City may reject any proposal not in compliance with all prescribed public procurement procedures and requirements and may reject for good cause any or all proposals upon a finding by the City that it is in the public interest to do so. Rejected proposals are considered to be non-responsive.

#### V-11. MODIFICATION OR WITHDRAWAL OF PROPOSAL BY CONSULTANT

A proposal may not be modified, withdrawn, or canceled by the Consultant following the time and date the proposals are due (RFP Due Date). Proposals submitted early may be modified or withdrawn only by notice to the City at the proposal submittal location prior to the time and date the proposals are due. Such notice shall be submitted to the City Contact by email, sent by a duly authorized representative of the Consultant submitting the proposal. All such communication shall be worded so as not to reveal the contents of the original proposal. Withdrawn proposals may be resubmitted prior to the time and date the proposals are due, provided that they are then fully in conformance with the RFP.

## V-12. DURATION OF PROPOSAL

Proposal prices, terms, and conditions shall be firm for a period of at least ninety (90) days from the time and date proposals are due. Proposals shall not be subject to future price escalation or changes of terms during the ninety (90) day period.

## V-13. LOCAL, STATE, AND FEDERAL REQUIREMENTS

The City intends to select a Consultant in accordance with California law and the City's municipal code. Selection of a Consultant under this process is not a guarantee of a contract award, nor is the award of a contract for any portion of the project a guarantee of award of a contract for any subsequent work. All work is subject to budgetary and funding constraints of the City.

The selected Consultant shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the work under the Agreement, including, without limitation, the provisions of: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

## V-14. CONFLICTS OF INTEREST

The Consultant warrants and represents that it presently has no interest and agrees that it will not acquire any interest, which would present a conflict of interest under California Government Code Sections 1090 et seq., or Sections 87100 et seq., during the performance of services under any Agreement awarded. The Consultant further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN CITY OF LAGUNA NIGUEL AND**

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“**Agreement**”) is made and entered into \_\_\_\_\_ by and between CITY OF LAGUNA NIGUEL, a California municipal corporation (“**City**”) and \_\_\_\_\_, a \_\_\_\_\_ (“**Consultant**”). City and Consultant may be referred to individually as “**Party**” or collectively as “**Parties**.” In consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1. SERVICES OF CONSULTANT**

**1.1 Scope of Services.** In compliance with all terms and conditions of this Agreement, Consultant shall provide those services specified in the “Scope of Services” attached hereto as Exhibit A and incorporated herein by this reference, which may be referred to herein as the “**services**” or “**work**” hereunder. As a material inducement to City entering into this Agreement, Consultant represents and warrants: a) all services set forth in the Scope of Services will be performed in a competent and satisfactory manner; b) all materials used for services will be both of good quality as well as fit for the purpose intended; and, c) Consultant shall follow the highest professional standards and practices in performing the services required hereunder.

**1.2 Consultant’s Proposal and City’s RFP.** Consultant’s proposal or bid for this Agreement (“**Consultant’s Proposal**”), dated \_\_\_\_\_, shall be incorporated herein by this reference as though fully set forth herein. City circulated a Request for Proposals for the services provided for herein on February 3, 2026, City’s Request for Proposals (“**City’s RFP**”), which was responded to by Consultant’s Proposal, shall be incorporated herein by this reference as though fully set forth herein. The Scope of Services shall include the scope of services or work included both in Consultant’s Proposal as well as in City’s RFP. In the event of any inconsistency or any conflict between the terms of Consultant’s Proposal (for scope of services or work, or schedule of performance), and the terms of City’s RFP (for scope of services or work, or schedule of performance), the Consultant’s Proposal shall govern, unless this Agreement provides otherwise. In the event of any inconsistency or any conflict between the terms of Consultant’s Proposal, and this Agreement, the terms of this Agreement shall govern. No other terms and conditions from Consultant’s Proposal, other than description of scope of services or work, as well as description of schedule of performance, shall apply to this Agreement, unless specifically agreed to by City in writing.

**1.3 Compliance with Law.** All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of City and

any federal, State or local governmental agency having jurisdiction in effect at the time services are rendered. City, and its elected and appointed officers, employees, agents, designated volunteers, attorneys, successors and assigns shall not be liable at law or in equity for failure of Consultant to comply with this Section.

**1.4 Licenses, Permits, Fees and Assessments.** Consultant shall obtain and maintain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

**1.5 Additional Services and Compensation.** City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes to the work by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order, consistent with both Section 9.4 as well as the Laguna Niguel Municipal Code, is first given by City to Consultant, incorporating therein any adjustment in the Contract Sum for the actual costs of the extra work and/or the time to perform this Agreement, which said adjustments are subject to the written approval of Consultant. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other consultants.

**1.6 Familiarity with Work.** By executing this Agreement, Consultant represents and warrants Consultant: a) has thoroughly investigated and considered services to be performed, b) has carefully considered how services should be performed, and c) fully understands the facilities, difficulties and restrictions attending performance of services under this Agreement.

**1.7 Software and Computer Services.** If the Scope of Services includes the provision and/or installation of any software, computer system, or other computer technology, Consultant represents and warrants that it is familiar with and/or has inspected City's current infrastructure, equipment, computer system and software and that the software, computer system, or other computer technology provided and/or installed by Consultant under this Agreement is compatible, and shall be fully functional, with such infrastructure, equipment, computer system and software of City. Consultant

acknowledges that City is relying on this representation by Consultant as a material consideration in entering into this Agreement.

**1.8 Prevailing Wages.** If services include any “public work” or “maintenance work,” as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, section 16000 *et seq.*, and if the total compensation is \$1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws. To the maximum extent permitted by law, Consultant’s obligations in Section 5.3 (Indemnification) expressly apply to acts or omissions arising out of, or incidental to, the payment of prevailing wages by any person or entity (including Consultant, its subcontractors, and each of their officers, employees and agents) in connection with any services, including without limitation the payment of all consequential damages, attorneys’ fees, and other related costs and expenses. All duties of Consultant pursuant to this section shall survive termination of the Agreement.

**1.9 Special Requirements.** Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the “Special Requirements” attached hereto as Exhibit B and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit B and any other provisions of this Agreement, the provisions of Exhibit B shall govern.

## **ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT**

**2.1 Contract Sum.** Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the “Schedule of Compensation” attached hereto as **Exhibit C** and incorporated herein by this reference. The total compensation (excluding the Contingency Sum), including reimbursement for actual expenses, shall not exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_) (“**Compensation Sum**”), unless additional compensation is approved pursuant to Section 1.5. This Agreement includes a contingency amount equal to \_\_\_\_\_ percent of the Compensation Sum (“**Contingency Sum**”) to account solely for additional work, or unforeseen conditions, related to the services. The total compensation (including the Contingency Sum), including reimbursement for actual expenses, shall not exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_) (“**Contract Sum**”), unless additional compensation is approved pursuant to Section 1.5. The Consultant shall obtain written approval from the City for any use of the Contingency Sum. Compensation may include reimbursement, for actual and necessary expenditures, if both specified in the Schedule of Compensation, as well as approved by City in advance. Upon expiration of original term of the Agreement, if term is extended (pursuant to Section 3.2 or otherwise), fees and rates may only be increased both pursuant to Section 9.4 as well as subsequent to negotiation between the Parties on a reasonable increase. The maximum of such increase shall be no greater than the CPI increase (Orange County area) for the applicable period of time. City has no obligation or duty to provide any such increase. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by City. Consultant

agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services, Consultant shall promptly notify the City Representative of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

**2.2 Invoices.** Unless some other method of payment is specified in Exhibit B, Special Requirements, in any month in which Consultant wishes to receive payment, no later than the first business day of such month, Consultant shall submit to City, in a form approved by City's Finance Director, an invoice for services rendered prior to the date of the invoice. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of this Agreement. Except as provided in Sections 7.3, 7.4 and 7.5, City shall pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and City will use its best efforts to make payment no later than forty-five (45) days, from the submission of an invoice in an approved form. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law. Each invoice is to include (unless otherwise specified by City): 1) line items for all personnel describing the work performed, the number of hours worked, and the hourly rate; 2) line items for all materials and equipment properly charged to the services; 3) line items for all other approved reimbursable expenses claimed, with supporting documentation; and 4) line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the services.

### **ARTICLE 3. PERFORMANCE SCHEDULE**

**3.0 Time of Essence.** Time is of the essence in the performance of this Agreement.

**3.1 Term.** Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services, which shall be no later than \_\_\_\_\_, 2026. The term of this Agreement may be extended administratively (with total cumulative extension no greater than two years), by the City pursuant to Section 9.4 and without the need for further approval by the City Council, if the Consultant's performance is satisfactory and it is in the best interest of the City.

**3.2 Schedule of Performance.** Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as **Exhibit D** and incorporated herein by this reference.

**3.3 Force Majeure.** The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and



without the fault or negligence of Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, (with the express exception of delays arising from the impact of COVID-19 and its variants to the extent such impact is foreseeable or should have reasonably been foreseeable), if Consultant shall within ten (10) days of the commencement of such delay notify City in writing of the causes of the delay. City shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of City such delay is justified. City's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of this Agreement pursuant to this Section.

#### **ARTICLE 4. COORDINATION OF WORK**

**4.1 Consultant Representative.** The **Consultant Representative** is \_\_\_\_\_ ([title, work phone number and work email]), who is authorized to act on Consultant's behalf with respect to the work or services specified herein and to make all decisions in connection therewith. It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City.

**4.2 City Representative.** The **City Representative** is such person as designated by the City Manager or her designee. The City Representative shall be the primary person on behalf of City responsible for the administration of the Agreement. It shall be Consultant's responsibility to assure that the City Representative is kept informed of both the progress of the performance of the services as well as any decisions which must be made by City.

**4.3 Approvals from City.** City approvals or actions, pursuant to the authority of this Agreement, may be made (unless otherwise specified) either by the City Manager, the Parks and Recreation Director, or by the City Representative (or by their respective delegates as provided for in writing).

**4.4 Independent Contractor.** Neither City, nor any of its officers, employees or agents, shall have any control over the manner or means by which Consultant, or its officers, employees, agents or subcontractors, perform the services required herein, except as otherwise set forth herein. Consultant shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that

it, or any of its officers, employees, agents or subcontractors, are officers, employees or agents of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner. Consultant represents and warrants that the personnel used to provide services to City pursuant to this Agreement shall at all times be under Consultant's exclusive control and direction. No City employee benefits shall be available to Consultant, its officers, employees, agents or subcontractors, in connection with the performance of this Agreement. City shall not be liable for compensation or indemnification to Consultant, its officers, employees, agents or subcontractors, for injury or sickness arising out of performing services hereunder. In the event that Consultant or any officer, employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System, to be classified as other than an independent contractor for City, then Consultant shall indemnify, defend, and hold harmless City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to City as a consequence of, or in any way attributable to, the assertion that Consultant, or any officer, employee, agent, or subcontractor Consultant used to provide services under this Agreement, is/are employees of City.

**4.5 Subcontracting or Assignment.** The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for City to enter into this Agreement. Therefore, without express written approval of City, Consultant shall not contract with any other entity to perform in whole or in part services required hereunder without express written approval of City, and neither this Agreement nor any interest herein may be transferred or assigned. No approved transfer shall release Consultant, or any surety or insured of Consultant, of any liability hereunder without express written consent of City.

## **ARTICLE 5. INSURANCE AND INDEMNIFICATION**

**5.1 Insurance Coverages.** Prior to commencement of any services under this Agreement, and without limiting Consultant's indemnification obligation to City, Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, for the duration of the Agreement, primary policies of insurance of the type and amounts below, issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by City, which shall cover all elected and appointed officers, employees, agents, designated volunteers, attorneys, successors and assigns of City. City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant ninety (90) days advance written notice of such change. If such change results

in substantial additional cost to Consultant, City and Consultant may renegotiate Consultant's compensation.

(a) **Commercial General Liability Insurance.** A policy of commercial general liability insurance, with coverage at least as broad as Insurance Services Office ("ISO") form CG 00 01, written on a per occurrence basis for bodily injury, personal injury and property damage. Defense costs must be paid in addition to limits. Coverage for an additional insured shall not be limited to its vicarious liability. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate.

(b) **Worker's Compensation Insurance.** A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) **Automobile Liability.** A policy of comprehensive automobile liability insurance, at least as broad as ISO form CA 00 01, written on a per occurrence basis covering bodily injury and property damage in an amount not less than \$1,000,000 combined single limit for each accident. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) **Professional Liability.** Professional liability insurance appropriate to Consultant's profession. This coverage may be written on a "claims made" basis and must include coverage for contractual liability. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of, or related to services performed under this Agreement. The insurance must be maintained for at least five (5) consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of City submit written evidence of this continuous coverage. Limits shall be no less than \$1,000,000 per claim and no less than \$1,000,000 general aggregate.

(e) **Cyber Liability.** Cyber liability insurance appropriate to Consultant's profession and the services hereunder, written on a per occurrence basis, with limits not less than \$1,000,000 per occurrence/loss, and \$2,000,000 in the aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Consultant pursuant to this Agreement and shall include, but not be limited to, claims involving: infringement of intellectual property; copyright; trademark; invasion of privacy violations; data breach; electronic information theft, loss, damage, destruction, alteration or misuse; release of private information; extortion; and, network security. The policy shall

provide coverage for breach response costs, regulatory fines and penalties, and credit monitoring expenses, with limits sufficient to respond to these obligations.

(f) **Excess Liability and Umbrella Liability Insurance.** Excess liability insurance and/or umbrella liability insurance may be used to satisfy the obligations herein. If excess liability insurance is used then the policy shall meet all the requirements herein and be at least as broad as the primary coverages set forth herein. Such policy shall: 1) include a drop down feature requiring the policy to respond if primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason; 2) be payable on behalf of wording as opposed to reimbursement; 3) have concurrency of effective dates with primary policies; 4) "follow form" to the underlying primary policies; and, 5) provide insureds, under primary policies required herein, shall be insureds under the excess liability policy.

(g) **Subcontractors.** In the event Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, Consultant shall either: 1) include each subcontractor as insureds under its policies of insurance required herein; or, 2) Consultant shall, upon request of City, furnish to City all documentation, required in Article 5 for Consultant, for each subcontractor. All coverages for subcontractors shall include all of the requirements herein.

## **5.2 General Insurance Requirements.**

(a) **Proof of Insurance, Enforcement and Notice.** No work or services under this Agreement shall commence until both Consultant has provided City with insurance certificates, endorsement forms and appropriate insurance binders evidencing the above insurance coverages, as well as said documentation is approved by City. City reserves the right to inspect complete, certified copies of, and endorsements to, all required insurance policies, at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City. In the event any insurance policy required under this Agreement is cancelled or amended (and the insurance policy is not replaced pursuant to subsection (b) below), or does not comply with Article 5, then: 1) City has the right but not the duty to obtain insurance required herein and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments; or, 2) City, notwithstanding any other provisions of this Agreement, may immediately terminate this Agreement. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required insurance policies.

(b) **Cancellation/Amendment.** All of herein required policies of insurance shall provide the insurance may not be amended or cancelled by insurer or any Party hereto without providing thirty (30) calendar days prior written notice (with exception of ten (10) calendar days prior written notice for nonpayment of premium) to City. In the event any of said policies of insurance are amended or cancelled, Consultant shall, five

(5) business days prior to the cancellation date, submit new evidence of insurance, or reinstatement of policy, in conformance with this Agreement to City.

(c) **Additional Insureds.** The commercial general liability policy provided for in Section 5.1(a) and the automobile liability policy provided for in Section 5.1(c) both shall name City and its elected and appointed officers, employees, agents and designated volunteers (“**City Parties**”) as additional insureds and such coverage shall contain no special limitations on the scope of protection afforded to City and City Parties. A severability of interests provision must apply for all additional insureds ensuring that Consultant’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability, and policies of insurance shall not contain any cross-liability exclusions.

(d) **Primary, Subrogation, Contribution and Coverage.** All of the above policies of insurance shall be primary insurance. The insurers (with exception of professional liability insurer) for above policies, Consultant and any subcontractors are all deemed hereof to waive all rights of subrogation and contribution they may have against City or City Parties, and their respective insurers, and all insurance policies required herein shall be endorsed to waive such rights. Any insurance maintained by City or City Parties will apply in excess of, and not contribute with, Consultant’s insurance. If Consultant maintains broader coverage and/or higher limits than the minimum amounts provided herein, City requires and shall be entitled to the broader coverage and/or higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City and City Parties. None of the coverages required herein will be in compliance with this Agreement if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing. Requirements of specific coverage features or limits contained herein are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any Party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

(e) **Limitations, Self- Insured Retention and Deductibles.** Consultant agrees that requirements of Article 5 shall not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from Consultant’s activities or the activities of any person or persons for which Consultant is otherwise responsible nor shall it limit Consultant’s indemnification liabilities as provided in Section 5.3. All insurance policies must specify that where the primary insured does not satisfy any self-insured retention, any additional insured may satisfy the self-insured retention (without impairment of obligation of primary insured under this Agreement to satisfy any self-insured retention). Any deductibles or self-insured retentions must be declared to and approved by City. At City’s option, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City and City Parties, or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, attorney’s fees, defense

expenses and claims.

### **5.3 Indemnification.**

(a) **General Obligations.** Consultant agrees, to the full extent permitted by law, to immediately indemnify, defend and hold harmless City and its elected and appointed officers, employees, agents, designated volunteers, attorneys, successors and assigns (each an “**Indemnitee**” and collectively, “**Indemnitees**”) against, and will hold and save them and each of them harmless from, whether actual or threatened, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages or injuries to persons or property, demands, expenses, losses, costs, penalties, obligations, errors, omissions or liabilities of any kind that may be asserted or claimed by any person, firm or entity arising out of, pertaining to, incident to or in connection with any alleged acts, errors or omissions of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable (each an “**Indemnitor**” and collectively, “**Indemnitors**”) in connection with the performance of Consultant’s Services, or arising from Indemnitors’ reckless or willful misconduct, or arising from Indemnitors’ negligent performance of or failure to perform the work, operations or activities provided herein, or any term, provision, covenant or condition of this Agreement, with such negligence or failure to perform to be determined by the City (herein “**Claims or Liabilities**”), and in connection therewith: 1) Consultant will defend any action or actions filed or threatened in connection with any such Claims or Liabilities, or at option of Indemnitees will reimburse and pay for all costs and expenses, including legal costs and attorneys’ fees, incurred by Indemnitees in connection therewith; and, 2) Consultant will promptly pay and satisfy any judgment, award or decree rendered against Indemnitees, and reimburse Indemnitees for the cost of any settlement paid by Indemnitees, for any such Claims or Liabilities, and will save and hold Indemnitees harmless therefrom.

(b) **Further Provisions.** The indemnity obligation herein shall be binding on successors, assigns and heirs of Consultant and shall survive termination of this Agreement. Consultant shall incorporate similar indemnity agreements as provided herein with its subcontractors, and if Consultant fails to do so Consultant shall be fully responsible to indemnify City hereunder therefor. Failure of City and/or City Parties (collectively “City” for solely this Section 5.3(b)) to monitor compliance with any of the indemnification provisions herein shall not be a waiver hereof. The indemnification provisions herein do not apply to claims or liabilities occurring as a result of City’s sole negligence or willful misconduct, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City’s negligence, except that design professionals’ indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnification provided herein includes Claims or Liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Indemnitors in the performance of professional services hereunder. Payment of invoices by City is not a condition precedent to enforcement of the indemnity obligation herein. In the event of any dispute between Consultant and City, as to whether liability arises from the sole

negligence or willful misconduct of City, Consultant will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating City as solely negligent or responsible for willful misconduct. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under Section 5.3 of this Agreement. Such offset, if any, does not satisfy any amount, greater than the offset, due to City from Consultant.

(c) **Professional Liability.** When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law (within the limitations, as applicable, of Civil Code section 2782.8), Consultant shall indemnify, defend and hold harmless Indemnitees against, and will hold and save them and each of them harmless from, whether actual or threatened, any and all Claims and Liabilities, consistent with all obligations provided for in this Section 5.3, to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission, or reckless or willful misconduct of Indemnitors in the performance of professional services under this Agreement.

## **ARTICLE 6. RECORDS, REPORTS AND RELEASE OF INFORMATION**

**6.1 Records.** Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder ("**books and records**") as shall be necessary to perform the services required by this Agreement and enable City to evaluate the performance of such services. Any and all such books and records shall be maintained in accordance with generally accepted accounting principles (and, as applicable, maintained also in accordance with requirements of Labor Code section 1776), shall be complete and detailed, and shall be readily accessible. City shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts. Such books and records shall be maintained either for a period of no less than three (3) years following completion of the services hereunder, or for such period of time as required by applicable law, whichever period of time is longer. City shall have access to such books and records in the event any audit is required. Consultant shall fully cooperate with City in providing access to any and all Consultant records and documents if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

**6.2 Reports.** Consultant shall periodically submit written reports to City Representative concerning performance of services, upon request, and/or as necessary for City to be informed of both performance of services as well as any decisions which must be made by City.

**6.3 Ownership of Documents.** All drawings, specifications, maps, designs,

photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (“**documents and materials**”) prepared (regardless of whether complete or incomplete) by Consultant, its officers, employees, agents and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of City and/or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership, use, reuse, or assignment of the documents and materials hereunder. Consultant may retain copies of such documents and materials under express condition that Consultant agrees such documents and materials are the sole property of City. All subcontractors shall provide for assignment to City of any documents and materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, with respect to any Consultant documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for City.

**6.4 Confidentiality and Release of Information.** All information gained or work product produced by Consultant in its performance of this Agreement shall be considered confidential, unless such information is in the public domain prior to such gain or production. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from City. No news releases, including photographs, public announcements, or confirmations of the same, of any part of the work, shall be made without prior written authorization from City. Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from City or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant immediately gives City notice of such court order or subpoena. If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Consultant’s conduct. As concerning, regarding or related to, in any way, this Agreement and the work performed thereunder: a) Consultant shall immediately notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party; b) City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding; and, c) Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant, however, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.



## **ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION**

**7.1 California Law.** This Agreement shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Consultant agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, Southern Division, in the County of Orange, State of California.

**7.2 Suspension, or Termination, Prior to Expiration of Term.** This Section shall govern any termination of this Agreement except as specifically provided in Section 7.4 for termination for cause. City reserves the right to terminate or suspend this Agreement, or any portion hereof, at any time, for any reason, with or without cause, upon ten (10) days' notice to Consultant, except that where termination or suspension is due to the fault of Consultant, the period of notice may be such shorter time as determined by City. Upon receipt of any notice of termination or suspension, Consultant shall immediately cease all services hereunder, unless the notice provides otherwise, or except such as specifically approved by City. Upon submittal of an invoice consistent with Section 2.2, Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination or suspension and for any services authorized by City thereafter in accordance with the Schedule of Compensation, or such as may be approved by City, except as provided in Section 7.5. In event of termination, or suspension, without cause pursuant to this Section, there is no need to provide opportunity to cure pursuant to Section 7.3.

**7.3 Default of Consultant and Opportunity to Cure.** In the event that Consultant is in default under the terms of this Agreement, City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively ten (10) days, but may be extended, or reduced, if circumstances warrant, as determined by City. During the period of time that Consultant is in default, City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices, without liability for interest. In the alternative, City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default by conclusion of noticed timeframe, City may immediately both terminate this Agreement with notice to Consultant as well as pursue the remedy in Section 7.4, without prejudice to any other remedy to which City may be entitled at law, in equity or under this Agreement. Any failure on the part of City to give notice of Consultant's default shall not be deemed to result in a waiver of City's legal rights or any rights arising out of any provision of this Agreement.

**7.4 Termination for Default of Consultant.** If termination is due to the failure

of Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.3, take over the work and prosecute the same to completion by contract or otherwise, and Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Consultant for the purpose of set-off or partial payment of the amounts owed City therefor.

**7.5 Retention of Funds.** Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Consultant to insure, indemnify, and protect City as elsewhere provided herein.

**7.6 Waiver.** Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any requirement of this Agreement imposes no additional obligations on City nor does it waive any rights hereunder. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

**7.7 Rights and Remedies are Cumulative.** Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

**7.8 Legal Action.** In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover

damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code sections 905 *et seq.* and 910 *et seq.*, in order to pursue a legal action under this Agreement.

**7.9 Attorneys' Fees.** If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and a Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, consultants' fees, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. Such fees and costs shall be enforceable whether or not such action is prosecuted to judgment.

## **ARTICLE 8. INDIVIDUAL LIABILITY, CONFLICTS AND NON-DISCRIMINATION**

**8.1 Non-liability of City Officers and Employees.** No officer or employee of City shall be personally liable to Consultant, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

**8.2 Conflict of Interest.** Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of City. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement. City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict of interest exists upon sending Consultant written notice describing the conflict. No officer or employee of City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to this Agreement which affects their financial interest or the financial interest of any corporation, partnership or association in which they are, directly or indirectly, interested, in violation of any State statute or regulation. Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

**8.3 Covenant Against Discrimination.** Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement.

Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

## **ARTICLE 9. MISCELLANEOUS PROVISIONS**

**9.1 Notices.** Any notice or other communication either Party desires or is required to give to the other Party or any other person in regards to this Agreement must be in writing and may be given either 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, in the case of City addressed to Parks and Recreation Director at City of Laguna Niguel, 29751 Crown Valley Parkway, Laguna Niguel, CA 92677, and in the case of Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

**9.2 Interpretation.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement, headings used, or any other rule of construction which might otherwise apply.

**9.3 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument.

**9.4 Integration; Amendment.** This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the Parties as to the Agreement. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement, and this Agreement supersedes and cancels any and all prior and contemporaneous negotiations, arrangements, agreements and understandings, if any, between the Parties, concerning this Agreement, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing, approved by City and Consultant, and consistent with the Laguna Niguel Municipal Code.

**9.5 Severability.** Should a portion of this Agreement be declared invalid or unenforceable by a judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

**9.6 No Undue Influence.** Consultant declares and warrants that no undue

influence or pressure was used against or in concert with any officer or employee of City 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 City has or 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 City to remedies in Section 7.4 and any and all remedies at law or equity.

**9.7 Corporate Authority.** The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) entering into this Agreement does not violate any provision of any other agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the date and year first-above written.

**CITY:**

CITY OF LAGUNA NIGUEL, a California municipal corporation

\_\_\_\_\_  
Tamara S. Letourneau, City Manager

**ATTEST:**

\_\_\_\_\_  
Marissa J. Asistin, City Clerk

**CONSULTANT:**

\_\_\_\_\_, a  
\_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairperson of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. (Cal. Corp. Code § 313.) APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.**

## EXHIBIT B – CERTIFICATION STATEMENT



### CERTIFICATION STATEMENT

All Proposals must include this certification statement, signed by a duly constituted official legally authorized to bind Consultant to both its Proposal and cost schedule.

1. Consultant did not, in any way, collude, conspire or agree, directly or indirectly, with any person, firm, corporation or other Consultant in regard to the amount, terms, or conditions of this proposal.
2. Consultant additionally certifies that neither Consultant nor its principals are presently disbarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, any California State agency, or any local government agency.
3. Consultant acknowledges that all requests for deviations, exceptions, and approved equals are enclosed herein and that only those deviations, exceptions, and approved equals included in the RFP document or permitted by formal addenda are accepted by the City.
4. Consultant did not receive unauthorized information from any City staff member or City Councilman during the Proposal period except as provided for in the Request for Proposals or formal addenda issued by the City.
5. Consultant certifies that they do not discriminate in employment of any person because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background; and that they are in compliance with all Federal, State and local laws, directives and executive orders regarding nondiscrimination in employment.
6. Consultant hereby certifies that the information contained in the proposal and all accompanying documents is true and correct.

---

Consultant's Signature

---

Date

---

Print Name

---

Title



## EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

### **Statement One**

I certify that Consultant and Consultant's representatives have not had any communication with a City Councilmember concerning the **RFP for the Senior Center Needs Assessment** at any time after **February 3, 2026**.

\_\_\_\_\_  
Consultant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**-OR-**

### **Statement Two**

I certify that the Consultant and Consultant's representatives have communicated with a City Councilmember concerning the **RFP for the Senior Center Needs Assessment** at any time after **February 3, 2026**. A copy of all such communications is attached to this form for public distribution.

\_\_\_\_\_  
Consultant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title





## DISQUALIFICATION QUESTIONNAIRE

The Consultant shall complete the following questionnaire:

**Has the Consultant, any officer of the Consultant, or any employee of the Consultant who has a proprietary interest in the Consultant ever been disqualified, removed, or otherwise prevented from bidding on or completing a federal, state, or local government project because of a violation of law or safety regulation?**

Yes \_\_\_\_ No \_\_\_\_

If the answer is yes, explain the circumstances in the following space: