



Request for Proposals
for
Emergency Operations Plan Update

Police Services – Emergency Management
30111 Crown Valley Parkway
Laguna Niguel, CA 92677
(949) 362-4312

**Proposals must be received by:
Friday, November 21, 2025
At 4:00 P.M.**

RFP OVERVIEW	
RFP Title:	Emergency Operations Plan Update
Scope of Work:	See Section III (Scope of Services)
RFP Submittal Information:	Interested Proposers will submit: Proposals must be received no later than 4:00 p.m. on the date indicated on page 1. Proposals received after 4:00 p.m. on the date indicated on page 1 will be rejected. Proposals (email and digital elements) will be received at the following email address: djuarez@ocsheriff.gov Subject line: Emergency Operations Plan Update No faxed Proposals. Late Proposals will not be accepted. No exceptions.
Printed Submittal Location:	Laguna Niguel City Hall Police Services, Emergency Management 30111 Crown Valley Parkway Laguna Niguel, CA 92677
RFP Due Date:	Friday, November 21, 2025, by 4:00 p.m. PST
RFP Submittal Requirements:	Submitted Proposals must include the information described in Section IV (Proposal Requirements and Format) of this RFP. Submitted Proposals will be considered non-responsive if the Proposal does not provide all the requested information.
Prior to Award of Contract:	The selected Proposer must submit a Certificate of Insurance and related insurance endorsements that meet the City's criteria.
RFP Questions:	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 November 10, 2025, by 4:00 p.m. PST . Questions should be addressed to the City Contact/Project Manager.
City Contact/Project Manager:	David Juarez Senior Emergency Preparedness Coordinator Phone: (949) 362-4312 Email: djuarez@ocsheriff.gov

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SECTION I – GENERAL RFP INFORMATION

I-1. PURPOSE

The City of Laguna Niguel (“City”) invites highly qualified consultants (“Proposers”) to submit written Proposals (“Proposals”) to coordinate, facilitate, and prepare an update to the City of Laguna Niguel’s Emergency Operations Plan (EOP) as identified in this Request for Proposal (“RFP”). The EOP shall establish an emergency management framework to provide a basis for the City’s coordinated actions before, during, and after a disaster. The primary purpose of the EOP is to outline the City’s comprehensive, all-hazard approach to emergency operations to protect the safety, health, and welfare of its residents and community members. The selected consultant will be responsible for gathering important information on City infrastructure, resources, and contracted services to ensure that the updated EOP is comprehensive and compliant with the National Incident Management System (NIMS) and the State’s Standardized Emergency Management System (SEMS) while meeting the requirements of California Office of Emergency Services’ (CalOES) planning guidance as outlined in the 2024 Cal OES Emergency Plan Review Crosswalk Local Government Agencies.

The development of this EOP will be an inclusive citywide planning process and include the following participants: City of Laguna Niguel, Orange County Sheriff’s Department (OCSD), Orange County Fire Authority (OCFA), local special districts, utility providers, and other contracted response partners. These entities will be involved in the plan update development process as it pertains to their role in disaster response in the City.

I-2. CITY CONTACT/PROJECT MANAGER

The principal contact for the City of Laguna Niguel regarding this RFP is David Juarez, Senior Emergency Management Program Coordinator, at djuarez@ocsheriff.gov.

I-3. ADDENDUM

If clarification or interpretation of this solicitation is considered necessary by the City, a written addendum shall be issued, and the information will be posted on the City’s website at www.cityoflagunaniguel.org. Any interpretation of, or correction to, this solicitation will be made only by an addendum issued by the City. It is the responsibility of each Proposer to periodically check the City’s website to ensure that they have received and reviewed any and all addenda to this solicitation. The City will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

I-4. INQUIRIES

Questions about this RFP may be directed in writing until 4:00 pm (PST) on Monday, November 10, 2025, via email to:

City Contact/Project Manager: David Juarez at djuarez@ocsheriff.gov

From the date that this RFP is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFP with any City employee other than the contracting officer listed above regarding this RFP. The City reserves the right to reject any Proposer for violation of this provision. No questions other than written will be accepted, and no response other than written will be binding upon the City.

I-5. LATE PROPOSALS

All Proposals that are not received by the RFP Due Date will not be considered and will not be returned to Proposer. This includes Proposals that are emailed. Delays due to mail and/or delivery handling, including but not limited to delays within the City's internal distribution systems, do not excuse Proposer's responsibility for submitting the Proposal to the correct location by the RFP Due Date.

I-6. 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.

I-7. 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. Proposers 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”, Proposer 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.

I-8. 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.

I-9. PROTESTS

Any protest regarding the recommendation for award of proposals must be submitted in writing immediately upon notification, and in no event later than five (5) days following the date of the notice of recommendation for award.

I-10. NONDISCRIMINATION

By the act of submitting a Proposal in response to this RFP, Proposer certifies, under penalty of perjury, that Proposer 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.

I-11. PROPOSED LIABILITY

Proposers responding to this RFP do so solely at their expense, and the City is not responsible for any Proposer expenses associated with the RFP. By proposing, Proposers agree 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 Proposer in protesting any portion of the RFP documents or the City’s selection decision.

I-12. CITY 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 Proposer to timely respond to such a request for additional information or clarification may result in a finding that Proposer 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 Proposer 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 Proposer. 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.

I-13. 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 Proposer to adhere to one or more of the provisions established in this RFP.
2. Failure of Proposer to submit a Proposal in the format specified in this RFP.
3. Failure of Proposer to submit a Proposal within the time requirements established in this RFP.
4. Failure of Proposer 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.

I-14. MODIFICATION OR WITHDRAWAL OF PROPOSAL BY PROPOSER

A Proposal may not be modified, withdrawn, or canceled by Proposer following the time and date the Proposals are due. 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/Project Manager, by email, sent by a duly authorized representative of the Proposer 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.

I-15. 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.

I-16. LOCAL, STATE, AND FEDERAL REQUIREMENTS

The City intends to select a Proposer in accordance with California law and the City's municipal code. Selection of a Proposer under this process is not a guarantee of a contract award, nor is the award of a contract for any portion of the services 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 Proposer 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.

I-17. CONFLICT OF INTEREST

The Proposer 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 Proposer 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.

SECTION II - RFP PROCESS

II-1. RFP TIMELINE

The following is the anticipated RFP Timeline. The timeline is subject to change as required by the City. Any timeline changes will be communicated via addendum and posted to www.cityoflagunaniguel.org/bids.

Milestone	Date
RFP Issued	October 27, 2025
Due date for RFP Questions	November 10, 2025, by 4:00 pm PST
Responses Provided to RFP Questions	November 14, 2025
RFP Submittal (“RFP Due Date”)	November 21, 2025, by 4:00 pm PST
*Interviews, if needed	Week of December 8, 2025
City Council Award of Contract	January 20, 2026
Start of Services	January 2026

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

II-2. RFP QUESTIONS AND RESPONSES

Proposers interested in submitting a Proposal are asked not to contact other City staff or City Council Members in connection with this RFP prior to the City Council Award of Contract. All questions, requests for interpretations or clarifications, either administrative or technical, must be requested in writing and directed to the City Contact/Project Manager for this RFP.

All written questions will be answered in writing and conveyed to all interested Proposers via addendum. Oral statements regarding this RFP by any persons should be considered unverified information unless confirmed in writing.

To ensure a response, questions must be submitted to the City Contact/Project Manager in writing by **4:00 pm PST on November 10, 2025**. Questions submitted after this deadline will not be accepted or considered.

II-3. PROCESS FOR SUBMITTING PROPOSALS

Proposals are due on or before the **RFP Due Date, November 21, 2025, by 4:00 pm PST**. Submitted Proposals will contain all elements described in Section IV (Proposal Requirements and Format) of this RFP. Interested Proposers will submit the following to the City Contact/Project Manager:

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/Project Manager or provided via cloud service (Dropbox, Google Drive, OneDrive, etc.)

It is the responsibility of the Proposer to ensure the Proposal is received by the RFP Due Date. Proposals shall be mailed to the address shown below. 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.

**City of Laguna Niguel
ATTN: Police Services, Emergency Management
30111 Crown Valley Parkway
Laguna Niguel, CA 92677**

II-4. RFP EVALUATION PROCESS

The City will select a Proposer 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 Proposer. The City will recommend the consideration of award of the contract to the highest-ranked, responsive, and responsible Consultant.

The City may reject any Proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by the City.

II-5. REQUEST FOR COUNCIL ACTION

Following evaluation and rating by the City's Evaluation Committee, the City will recommend a Proposer for consideration of award at a City Council Meeting. The selected Proposer will enter into an Agreement with the City based on the contents of the RFP and the Consultant's proposal.

If a Proposer is unable to execute an agreement within thirty (30) days after being notified of selection, the City reserves the right to select the next most qualified proposing Consultant or call for new proposals, whichever the City deems appropriate. The Proposer shall be required to enter into a written contract with the City in a form approved by the City's legal counsel. The City reserves the right to negotiate the terms and conditions of the contract with the selected Proposer.

II-6. INTERVIEWS

During the evaluation process, at its discretion, the City/Evaluation Committee may request any one or all Consultants to make oral presentations by participating in an interview, if applicable. 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 chosen to participate in the interview process, if applicable. Such presentations will provide Consultants with an opportunity to answer any questions the City/Evaluation Committee may have about their qualifications and proposal.

II-7. AWARD OF PROFESSIONAL SERVICES AGREEMENT

The successful Proposer will be required to enter into a Professional Services Agreement with the City. For reference, the City's standard Professional Services Agreement (Exhibit A) is included with this RFP. If a Proposer prefers to use its own agreement, this must be clearly stated in the proposal, and a complete copy of the proposed agreement must be included. The City reserves the right, at its sole discretion, to reject any alternate agreement and require execution of its standard form.

In addition to indemnification and hold harmless language, the agreement should include a requirement for professional errors and omissions insurance in an amount of not less than \$1,000,000 per occurrence, and \$2,000,000 aggregate, general liability insurance in an amount of not less than \$1,000,000 per occurrence, and \$2,000,000 in aggregate, and workers' compensation insurance as required by State Law.

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-8. INSURANCE & W-9 REQUIREMENTS

Upon the recommendation of contract award, Proposer 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, selected Proposer must furnish the City with the Certificate of Insurance proving coverage as specified in the sample contract.
2. **W-9** – Current signed form W-9 (Taxpayer Identification Number & Certification) which includes Proposer's legal business name(s).

II-9. ACCEPTANCE OF AGREEMENTS AND TERMS

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

II-10. KICK-OFF MEETING

After the Agreement is fully executed, the City will schedule a kick-off meeting with the City Contact/Project Manager and relevant staff to discuss the workplan.

SECTION III – SCOPE OF SERVICES

III-1. OVERVIEW

The City invites highly qualified Proposers to submit written Proposals to coordinate, facilitate, and prepare an update to the City of Laguna Niguel's EOP. The EOP shall establish an emergency management framework to provide a basis for the City's coordinated actions before, during, and after a disaster. The primary purpose of the EOP is to outline the City's comprehensive, all-hazard approach to emergency operations to protect the safety, health, and welfare of its residents and community members. The updated plan will ensure compliance with current federal and state emergency management requirements.

The selected consultant will lead a comprehensive update process that results in a practical, scalable, and accessible EOP. The consultant will work collaboratively with City staff and contracted response partners to ensure the plan clearly defines organizational roles, responsibilities, and procedures for all-hazard incidents.

Primary duties include, but are not limited to:

- Conducting a gap analysis, data research, and review of existing plans.
- Attending a kick-off project meeting and facilitating stakeholder meetings as needed.
- Preparing and submitting draft and final versions of the EOP, including annexes and checklists, for City review and approval.
- Coordinating with City staff throughout the project to clarify outstanding issues, respond to comments, and provide progress updates.

Proposals must conform with the requirements of this RFP. The City reserves the right to waive any irregularity in any Proposal or to reject any Proposal which does not comply with this RFP. Modifications to this RFP, including, but not limited to, the Scope of Services (Section III), can only be made by a written addendum issued by the City. Selection of Proposer will be made solely by the City's determined criteria (Section II-4 & Section V).

III-2. GENERAL CITY INFORMATION

The City of Laguna Niguel was incorporated on December 1, 1989, and is a general law City governed by a five-member City Council operating under the City Council/City Manager form of government, with the City Manager serving as the City's Director of Emergency Services. The City is located in the southern portion of Orange County in

Southern California. Neighboring cities are Aliso Viejo and Laguna Hills to the north, Mission Viejo and San Juan Capistrano to the east, Laguna Beach to the west, and Dana Point to the south. On the west, it borders the significant unincorporated acreage of Aliso Woods Canyon Wilderness Park.

As of January 1, 2025, the State of California Department of Finance estimates the City of Laguna Niguel's population to be 65,257. About one-third of Laguna Niguel's geographic area is permanently designated as parks and open space; this is one of the key features that define the character and form of the City.

According to the United States Census Bureau, the City has a total area of 14.9 square miles (39 km²). The City consists mostly of hilly terrain, as it is located within the San Joaquin Hills. The average elevation is 400 feet (120 m); elevations range from near sea level to 936 feet (285 m) at the summit of Niguel Hill, in the southwest corner of the City.

The soils and minerals present in the City, coupled with their composition characteristics, indicate the potential types of geological hazards that may occur, such as earthquakes, liquefaction, and landslides. Additionally, the City lies upon and is near several known earthquake faults, and potentially many more unknown faults, often referred to as blind-thrust faults.

The City operates primarily as a "contract city" utilizing agreements with other governmental entities, private firms, and individuals to provide most municipal services to the community. Fire services are provided through the Orange County Fire Authority (OCFA), of which the City is a member, and police services are provided by the Orange County Sheriff's Department (OCSD).

III-3. DESCRIPTION OF SERVICES

The City is seeking a highly qualified consultant to lead a comprehensive update of the City's EOP. The updated EOP will serve as the foundational document for the City's emergency management program, outlining the organizational structure, roles, responsibilities, and procedures for responding to all-hazard incidents.

The current EOP requires modernization to reflect updated federal and state guidance, evolving community risks, and the City's operational structure as a contract city. The updated plan must be compliant with the National Incident Management System (NIMS), Standardized Emergency Management System (SEMS), and California Office of Emergency Services (CalOES) planning guidance, including the 2024 Cal OES Emergency Plan Review Crosswalk Local Government Agencies.

Deliverables

The consultant shall provide the following deliverables:

- Project schedule with milestones for each component.

- Meeting agendas and minutes.
- Progress reports summarizing anticipated and completed tasks.
- Draft EOP update, annexes, and EOC checklists for City review.
- Final approved EOP update, annexes, and EOC checklists delivered both electronically (MS Word format) and as ten (10) bound printed copies.

General Approach

The selected consultant shall demonstrate prior experience in developing EOPs for California municipalities of similar size and structure. The update process shall be guided by the following principles:

- Ensure compliance with FEMA CPG 101 (May 2025 v3.1), SEMS, NIMS, and CalOES requirements.
- Align the EOP with the City's [Local Hazard Mitigation Plan \(LHMP\)](#) by referencing, not duplicating, the hazard and risk assessment.
- Reflect the City's contract city model, including coordination with the Orange County Sheriff's Department and Orange County Fire Authority.
- Incorporate access and functional needs (AFN) planning throughout the document.
- Use plain language, checklists, flowcharts, and tables to enhance usability.
- Ensure the EOP is operationally focused, with clear assignments of roles and responsibilities for City staff and response partners.

Review of Existing Conditions

The consultant shall begin with a review of the City's current EOP, annexes, and related emergency planning documents, including:

- Identifying gaps, outdated content, and inconsistencies.
- Reviewing alignment with the LHMP and General Plan Safety Element.*
- Evaluating the current EOP's usability during real-world incidents and exercises.
- Conducting stakeholder interviews with City departments and mutual aid partners.

**Note: The City's General Plan Safety Element is currently being updated and is scheduled for adoption on November 13, 2025.*

Preliminary Assessment and Recommendations

Based on the review, the consultant shall prepare a Gap Analysis and Recommendations Report that includes:

- Strengths, weaknesses, and opportunities for improvement.
- Recommendations for reorganizing or restructuring the EOP.
- A proposed list of annexes and checklists to be developed or updated.
- A project schedule and engagement plan for stakeholder input.

Draft and Final EOP Development

The consultant shall:

- Develop a draft EOP, including a base plan, functional annexes, hazard-specific annexes, and EOC position checklists.
- Ensure the plan reflects the City's demographics, geography, and contract city framework, addressing the needs of all community members, including those with disabilities and access and functional needs (AFN).
- Integrate roles and responsibilities for City staff, contracted response entities, private sector partners, and non-profit organizations, consistent with SEMS, NIMS, Cal OES, and FEMA standards.
- Incorporate cross-references to the City's Local Hazard Mitigation Plan (LHMP) and Safety Element of the General Plan to ensure consistency with hazard and risk data.
- Apply an all-hazard approach, incorporating checklists, flowcharts, and resources to guide personnel during activation.
- Facilitate review meetings with City staff and stakeholders.
- Incorporate feedback and deliver a final EOP ready for City adoption.
- Provide a crosswalk matrix showing compliance with FEMA, SEMS, and Cal OES standards.

Proposed Annexes

All annexes to the EOP will be functional annexes and will be adopted and updated periodically by the City's Director of Emergency Services. At a minimum, the EOP shall include updating the City's four (4) existing annexes and three (3) required additional annexes:

Existing Annexes

- Flood & Storm Hazard
- Earthquake Emergency
- Hazardous Materials
- Fire Hazard Emergency

Required Additional Annexes

- Evacuation Plans with Zones and Routes – Provides guidance for the safe and orderly evacuation of people from hazardous areas during emergencies and meets the requirements outlined by Assembly Bill 747 (2019).
- EOC Operations Annex – Outlines EOC activation levels, staffing, roles and responsibilities, and operational procedures, including position-specific checklists.
- Cybersecurity Incident Annex – Addresses response procedures for cyberattacks or IT disruptions affecting City operations, including coordination with IT, law enforcement, and external cybersecurity partners.

Additional Annexes

Additional annexes may be proposed by the consultant based on the City's operational needs and risk profile. These include, but are not limited to:

- Resource Management Annex – Covers procedures for requesting, tracking, and allocating personnel, equipment, and supplies during an emergency, including mutual-aid coordination.
- Crisis Communication/Alert and Warning Annex – Outlines procedures for disseminating timely and accurate information to the public, media, and stakeholders during an emergency. Includes coordination with PIOs and use of social media.
- Sheltering/Mass Care Annex – Details how the City will provide shelter, food, water, and basic needs to displaced individuals and their pets during and after an emergency.
- Volunteer and Donations Management Annex – Establishes protocols for managing spontaneous volunteers and unsolicited donations, including coordination with VOADs and local nonprofits.
- Continuity of Government (COG)/Continuity of Operations (COOP) Annex – Defines how essential government functions will continue during and after a disaster, including succession planning and alternate facilities.

All additional annexes suggested by the Proposer should be provided as optional items in the proposal, with the cost of each additional annex listed separately.

Training and Implementation Support

The consultant shall provide:

- A briefing or training session for City staff on the updated EOP.
- Recommendations for future training and exercise priorities based on the updated plan.

III-4. PROJECT SCHEDULE

Provide a detailed work plan discussing the Consultant's approach and a draft project schedule for providing the tasks described in Section III (Scope of Services). The proposal should discuss how the Consultant will conduct each task, in detail sufficient to demonstrate a clear understanding of the Project and identified deliverables.

SECTION IV - PROPOSAL REQUIREMENTS AND FORMAT

IV-1. GENERAL INFORMATION

The City reserves the right to reject any and all Proposals when such rejection is in the best interest of the City or the Proposal contains major irregularities. Minor irregularities

of the Proposal may be waived by the City. The City also reserves the right to cancel this RFP and/or to solicit and re-advertise for other Proposals.

The cost of preparing any responses to the RFP shall be borne by Proposers and shall not be reimbursed by the City. Proposals must be valid for a minimum of 90 days.

Proposer is responsible for preparing an effective, clear, well-organized, and concise written Proposal. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and providing a complete and clear description of the offer.

IV-2. PROPOSAL FORMAT GUIDELINES

Interested Proposers are to provide the City with a thorough Proposal.

Each Proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise, and provide “layman” explanations of technical terms that are used.

1. Cover Letter

A cover letter, not to exceed three pages in length, providing an overview of the Proposer’s general expertise, capacity, experience, and approach to performing the work described in this RFP. The cover letter must be signed by a representative authorized to sign an Agreement for Proposer. Please include the following information:

- a. Provide company history demonstrating Proposer has been in business for at least five years and has experience in developing or updating EOPs or similar emergency management documents.
- b. Indicate the address and telephone number of the Proposer’s office located nearest to Laguna Niguel, California, and the office from which the project will be managed.

2. Qualifications and Experience

The information requested in this section shall include the following minimum information:

- a. Project Team – Provide a project staffing organizational chart identifying the proposed team assigned to this project. Include assigned duties and comprehensive resumes for each identified individual. Resumes must list education, training, professional work experience, and a listing of work performed comparable to that described within this RFP. The project team should include individuals with demonstrated experience in emergency management planning, EOP development, and familiarity with SEMS/NIMS/CalOES standards. Identify the project manager and principal contact who will be assigned to the project (it is strongly preferred that they are the same person).

- b. Staffing Capacity – All Proposers are to provide staffing capacity and list any subcontractors that will be used for this assignment and how they will be used.
- c. Relevant Experience – Describe Proposer's experience in preparing a similar Scope of Services. Include three (3) projects that the Proposer has completed that are similar to the project described in this RFP within the last five (5) years. For each project, provide the following information:
 - Name and location of each project
 - Year completed
 - Name and contact information of each client
 - Elements of the project that are common to the scope elements of this RFP

3. Project Schedule and Approach

- a. Project Schedule – Describe a realistic project schedule and list any assumptions made about the project that affect the schedule. Include a timeline showing the estimated length of time required for completion of the phases described in the Scope of Services.

The Proposer may submit an alternative project schedule believed to meet the City's deadline more efficiently. The alternative project schedule shall include justification as to why it will better meet the City's needs.

- b. Project Start Date – Indicate the earliest date the Proposer would be able to commence work on this project.
- c. Approach – Describe the Proposer's approach to accomplish the Scope of Services stated in this RFP. Also include a description of Proposer's management style and how to minimize risks that may affect the project being completed on time. The Proposer is encouraged to include suggestions or supplemental tasks that may enhance the project or streamline the scope of services and improve cost effectiveness.

4. Cost Proposal

The cost proposal shall reflect the total cost for the Scope of Services as set forth in Section III of this RFP. Proposals shall be valid for a minimum of **90 days** following submission. The cost proposal must be inclusive of all costs charged to the City and shall be itemized to clearly provide a cost breakdown of the services that will be provided for this project. Furthermore, the cost proposal shall include an hourly rate fee schedule for any project team member who may work on the project.

Proposer may provide information on any additional product options or services related to emergency planning not outlined in this RFP, such as digital EOP platforms, online hosting or access portals, interactive plan tools, or ongoing maintenance and update services for the EOP. If provided, Proposer shall include a complete description of the

optional services, procedures involved, and a separate identification of all applicable costs. The costs associated with optional services shall be clearly separated from the submitted cost proposal that reflects the project's total cost.

5. Client References

Proposer shall provide at least three (3) recent clients (municipal preferred) for whom the Proposer has conducted and completed an Emergency Operations Plan within the last five (5) years that is comparable in scope to the services described in this RFP. Specify the client, location, type of work, contact information, and other relevant information to allow detailed reference checks. Proposers are responsible for notifying references that City may be contacting them and for providing any waivers or releases the reference requires prior to submitting a proposal.

6. Disclosure

Please disclose any and all past or current business and personal relationships with any current Laguna Niguel elected official, appointed official, City employee, or family member of any current Laguna Niguel elected official, appointed official, or City employee.

Any past or current business relationship may not disqualify the firm or individual from consideration.

7. Forms to be Submitted

Please complete and submit the following forms as part of your Proposal:

- a. Certification Statement (Exhibit B)
- b. Ex Parte Communications Certification (Exhibit C)
- c. Disqualification Questionnaire (Exhibit D)

SECTION V - EVALUATION/SELECTION OF PROPOSAL

V-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 abilities prior to selection.

V-2. PROPOSAL EVALUATION AND SELECTION

The City will make a selection based on the evaluation of the written Proposals, evaluation criteria, and interviews. The City may elect to interview all Proposers or only the highest ranked Proposer(s).

V-3. EVALUATION CRITERIA

The evaluation and selection process will be based upon consideration of a variety of factors as described below. The City will evaluate and interview the highest-ranked Proposer(s).

Emphasis will be placed on the following factors to select the most qualified Proposer:

1. Qualifications and Experience
2. Project Schedule and Approach
3. Client References
4. Cost
5. Interview (if necessary)

Selection by the City shall be based on demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required, and shall not be awarded solely based on cost.

V-4. INITIAL PROPOSAL REVIEW

The City will initially review and score all responsive written Proposals based upon the Evaluation Criteria set forth in Section V-3. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process.

The City may reject any Proposal in which a Proposal'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. The City may elect to negotiate directly with one or more Proposers to obtain the best result for the City prior to making a selection.

V-5. SINGLE OR MULTIPLE CONTRACTS

The City will award only one Consultant to provide all services described in the Scope of Services in this RFP (Section III). 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), separate from the City.

V-6. INTERVIEWS, REFERENCE CHECKS, DISCUSSIONS

Following the initial review of Proposals, Proposers may be invited to participate in an interview. If conducted, interviews will be via video conference. The individual(s) from Proposer'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 Proposer's references, contact any Proposer 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 Proposers 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 Proposer or withdraw the RFP.

V-7. COMPENSATION

The contract will be negotiated on a not-to-exceed price for services.

EXHIBIT A – SAMPLE PROFESSIONAL SERVICES AGREEMENT

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN CITY OF LAGUNA NIGUEL AND [REDACTED]

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“**Agreement**”) is made and entered into [REDACTED] by and between CITY OF LAGUNA NIGUEL, a California municipal corporation (“**City**”) and [REDACTED], a [REDACTED] (“**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 [REDACTED], 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 [REDACTED]. 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 [REDACTED] Dollars (\$ [REDACTED]) ("**Compensation Sum**"), unless additional compensation is approved pursuant to Section 1.5. This Agreement includes a contingency amount equal to [REDACTED] 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 [REDACTED] Dollars (\$ [REDACTED]) ("**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.

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

4.0 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.

4.1 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.

4.2 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 Assistant City Manager, Finance Director, or by the City Representative (or by their respective delegates as provided for in writing).

4.3 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.

4.4 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 Finance Director at City of Laguna Niguel, 30111 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

APPROVED AS TO FORM BY THE
CITY ATTORNEY FOR THE
CITY OF LAGUNA NIGUEL,
CALIFORNIA:

Scott C. Smith, City Attorney

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

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

1. Proposer did not, in any way, collude, conspire or agree, directly or indirectly, with any person, firm, corporation or other Proposer in regard to the amount, terms, or conditions of this proposal.
2. Proposer additionally certifies that neither Proposer 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. Proposer 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. Proposer 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. Proposer 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. Proposer hereby certifies that the information contained in the proposal and all accompanying documents is true and correct.

Proposer's Signature

Date

Print Name

Title

EXHIBIT C – EX PARTE COMMUNICATIONS CERTIFICATION



EX PARTE COMMUNICATIONS CERTIFICATION

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

Statement One

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning the **RFP for Emergency Operations Plan Update** at any time after **October 27, 2025**.

Proposer's Signature

Date

Print Name

Title

-OR-

Statement Two

I certify that Proposer and Proposer's representatives have communicated after **October 27, 2025**, with a City Councilmember concerning the **RFP for Emergency Operations Plan Update**. A copy of all such communications is attached to this form for public distribution.

Proposer's Signature

Date

Print Name

Title

EXHIBIT D – DISQUALIFICATION QUESTIONNAIRE



DISQUALIFICATION QUESTIONNAIRE

The Consultant shall complete the following questionnaire:

Has the Proposer, any officer of the Proposer, or any employee of the Proposer who has proprietary interest in the Proposer, 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: