



# City of Del Mar



## City of Del Mar

### Request for Proposal RFP 2014-03

for

## Consultant Services for Preparation of the Shores Park Master Plan

RFP Issue Date: March 3, 2014

Pre-Proposal Meeting: March 19, 2014

Proposal Registry by: April 4, 2014

Proposal Due Date: April 11, 2014

*(Please see detailed requirements for all deadlines within RFP)*

City Representative: Kathleen A. Garcia, FASLA  
Planning and Community Development Director  
Contact: [kgarcia@delmar.ca.us](mailto:kgarcia@delmar.ca.us)

## **Request for Proposals (RFP 2014-03)**

The City of Del Mar is seeking proposals from qualified professionals to prepare the Shores Park Master Plan. Work includes gathering of relevant information and data, assessment of recreational needs, preparing and testing visions, working with stakeholders and community groups, public outreach, and testing scenarios, developing an implementation program and approval meetings.

### **Background**

Del Mar is a small, coastal city of 4,161 people in San Diego County. With beautiful beaches and lagoons at its north and south boundaries, the city is respected for its beautiful natural environment. The city is primarily residential, with a small retail village at its core. Unlike the region which grew by 10%, Del Mar is one of few cities where the population is 3.9% smaller than it was in 2000. Del Mar's population is also aging. Between the 2000 and 2010 census, the median age of Del Mar's residents grew by 11.7% to 48.6 years of age. Of the 1,985 households within the city, 361 households (18%) have children under age 18 and 514 households (25%) have residents over the age of 65 years old.

The City of Del Mar currently owns the 5.3-acre (231,173 square foot) Shores Property, the subject of this Park Master Plan RFP. The property is the former Del Mar Union School District site, (APNs 300-200-01, 300-200-22 and 300-200-23) and is located at 215/225 Ninth Street in Del Mar, CA (Attachment A). The property is zoned PF-Public Facilities.

The property was first the site of the original Del Mar train station from the late 1800s through the early 1900s. The property was then acquired in 1906 by the South Coast Land Company led by partners Col. Ed Fletcher, William G. Kerckhoff, and others. Kerckhoff's own company eventually took title and conveyed it to the struggling Del Mar School District in 1946 with the deed restriction that the property be used for "school purposes only" with a prohibition against commercial or residential development.

The Del Mar Shores School was built in 1947 and expanded to accommodate children in Del Mar, Del Mar Heights, Sorrento Valley and what is now Carmel Valley. This founding school of the Del Mar Unified School District (DMUSD) was the source of its renowned curriculum enriched with arts and science and for academic achievement supported by active parent involvement. By the early 1970s the student population had outgrown the Shores facility so two new schools were built further inland and the Shores was closed. After a succession of tenants, a portion of the property was leased to the private Winston School in 1988. In 2005, the DMUSD declared the Shores property surplus and available for sale. A group of concerned community leaders formed The Friends of Del Mar Parks (a certified 501c3 tax exempt, non-profit California corporation) and joined together with Winston School families to help raise funds to contribute towards the purchase. In 2007, the DMUSD agreed to sell property to the City of Del Mar for \$8.5 million.

At its August 6, 2007 meeting, City Council adopted Resolution 2007-35 that committed to purchasing the Shores Property from the School District with the stated purpose of preserving the current open

space and recreational uses and the continued operation of the Winston School. On May 21, 2008, the City of Del Mar closed escrow and became the legal owner of the Del Mar Shores property. That same Resolution also identified that the City would schedule public meetings to create a master planning process for the property, and that this planning process will occur prior to any substantive changes to the status quo of the property.

Today, the property, outside of the Winston School lease, is currently used for informal recreation, Little League games, and as an intermittent dog park. No City of Del Mar recreational programming occurs on the site. The former DMUSD buildings are currently used for two Del Mar non-profit organizations – Del Mar Community Connections and Del Mar Foundation on an interim basis.

### **Need for a Master Plan**

At its November 18, 2013 meeting, City Council expressed the desire to initiate the Shores Master Planning process. The City Council requested the preparation of a Park Master Plan as a comprehensive long-range plan intended to guide the park's development. The intent is to have a "blue print" for the future that sets the public policies regarding the future facilities, programs and management actions. The master plan is intended to create the park's vision, which is supported by policies, guidelines and priorities. It should contain cost estimates for implementation and a phasing plan for step-by-step implementation as funding becomes available.

There have been many informal ideas generated for Shores Park, ranging from unstructured recreational open spaces to specialty programmed areas, such as courts, a dog park, athletic facilities, or sports fields. In addition, residents have suggested a theater and performing arts venue, community center, art center, community gardens, swimming pools and other facilities. The master plan process should develop a rational manner of assessing community recreational needs (latent and expressed), both currently and projected into the future. The master plan process can also inspire the community to think beyond what has been suggested in the past and develop a truly signature park for Del Mar.

The process of generating a vision that both inspires the community as well as prioritizes the community ideas will be a very important part of the process. The master plan process should be one that prioritizes the desires and develops a rationale for selecting the preferred uses.

Likewise, the master plan should develop a program that not only builds community consensus but has a feasible program for implementation. Currently the site creates no revenue to contribute to the implementation of any desired master plan elements. The Winston School lease is essentially revenue neutral as advanced lease payments were made to contribute to the purchase of the property. Del Mar's Capital Improvement Program (CIP) does not currently set aside funds for improvements or implementation. Limited maintenance of current facilities is provided in the General Fund. The master plan should develop a logical process for funding and phasing suggested improvements.

Del Mar has long been known for community activism as well as generous donor contributions to fund community priorities. The master plan process should also engage the community to continue this tradition of donor funding.

### **Master Plan Committee**

**Shores Park Master Plan Advisory Committee:** At its February 3, 2014 meeting, the City Council established the 7-member Shores Park Master Plan Advisory Committee, to be made up of community members that represented the broad spectrum of interests in the Park and not of any particular stakeholder or special interest group. The Committee will meet regularly during the master plan process to assist with the process of the community prioritization of the many competing interests and help develop and prioritize solutions. The Committee's mission and purpose is to oversee the Master Plan process to make sure that the process is open, inclusive and develops consensus amongst the many stakeholders; to oversee the steps the community takes in prioritizing the many competing park uses; to discuss and provide advice to the City Council on the challenges facing the Master Plan process; and to review and provide input to the City Council on the Master Plan process.

The Committee's work program will include regular (approximately monthly) meetings as part of the Shores Park Master Plan process to hear community and stakeholder input during the process; oversee and review the determination of community priorities; review the opportunities and constraints of the site; review the survey information; participate in the process for the development of a park vision; review preliminary program development and park planning alternatives; and provide input into refined program and master plan development, recommendations and action plan. The Committee will regularly report to the City Council on its progress as well as serve as a conduit of information to the greater community. It is anticipated that the members will meet approximately monthly for the duration of the park master plan process. Two City Councilmembers, Councilmember Parks and Councilmember Sinnott were elected to serve as the Council Liaisons to the Shores Park Master Plan Committee.

**Relationship with Winston School:** Winston School, located on 1.8 acres of leased parkland, is also undertaking a school master plan. Winston School's lease is in effect through 2063 and has a provision that allows non-exclusive use of the ball fields and south parking lot, subject to the City's rights. Their lease also stipulates redevelopment of the school site, with the first deadline to complete a development application on or before December 31, 2019. To date, Winston has hired an architectural consultant to prepare an assessment of needs, opportunities and constraints. The overall schedule for the school master plan is under development by the Winston School and may or may not run concurrently with the Shores Park Master Plan.

Because Winston School is an active educational environment and its leasehold is not the subject of this park master plan, proposers are requested to NOT walk through the school campus or contact the school administration, students, faculty or staff at any time during the RFP process. The selected consultant will have scheduled meetings with Winston School representatives at the appropriate time.

## Master Plan Process

The Park Master Plan process is envisioned in three phases, with the first phase being Site Inventory and Analysis as well as Program/Needs Assessment. This would include developing the public outreach program, data collection, assessment of existing conditions, site opportunities and constraints, developing the goals and objectives and formulating a preliminary program for park activities. The second phase would refine the program and develop site alternatives. This would include assessment of the alternatives as they relate to the goals and objectives, as well as selecting a preferred direction. The third phase would develop the preferred concept into a master plan, which includes financial analysis, implementation plans and phasing/action plans as well as detailed concepts for each component. Substantial public input, including stakeholder and citizen input will occur throughout the entire process.

## Scope of Work

The City is seeking proposals for the outline scope of work attached in Attachment B. The consultant is expected to expand on this scope in their proposal, incorporating their expertise and proposed method of approach.

- 1. Park Master Plan:** An outline Scope of Work is attached in Attachment B. The City is interested in consultants' recommendations for the scope of work to better address the master plan needs.
- 2. CEQA documentation:** It is the intent of the City to prepare the necessary CEQA documentation under another contract. The selected Park Master Plan consultant will be responsible for working with the CEQA consultant to prepare the project description and incorporate any feasible mitigation measures into the Master Plan.
- 3. Project Management:** The Consultant shall provide management of the design team and any subconsultant personnel. Monthly progress report shall be provided indicating the work accomplished in the last period, anticipated work to be completed in the next period, issues that require resolution, milestone achieved, meetings held, problems encountered and actions taken, approval actions required, coordination issues and design schedule impacts.

The Consultant's Project Manager shall be responsible for coordinating and managing all its subconsultants' work and shall thoroughly review their submittals (plans, reports, and studies) prior to submitting to the City for review.

With approval of the City, Consultant shall schedule all meeting, prepare all meeting agendas, distribute agendas in advance of all meetings, and compile meeting minutes for distribution.

Monthly progress summary shall be submitted with each monthly invoice indicating the work accomplished in the previous period, anticipated work to be completed in the

following period, list of issues requiring resolution, milestones achieved, meetings held, problems encountered and actions taken, potential extra work items, approval actions required, coordination issues, and schedule impacts.

## General Proposal Requirements

**Mandatory Proposal Registry:** Any consulting firms desiring to be considered for selection shall first register their intent to submit no later than **4:00 p.m., April 4, 2014**.

Please provide the following by email: firm name, contact person, address, email address, and telephone number for one primary contact person representing the submitting firm or team. Please provide this information to the Deputy City Clerk at: [cityclerk@delmar.ca.us](mailto:cityclerk@delmar.ca.us) by the deadline stated above. Consultants are required to register their intent to submit so that they may receive any correspondence generated through the clarification process as well as any addenda.

**Pre-Proposal Meeting:** An optional pre-proposal meeting will be conducted at the site on **March 19, 2014 from 3:00 PM to 4:30 PM**. Please meet in the south parking lot on Stratford Court, opposite 8<sup>th</sup> Street, just south of the Winston School. (Please do not park in the School's parking lot at the corner of 9<sup>th</sup> and Stratford or wander the school grounds unescorted.) There will be no formal staff presentation, but staff will be in attendance to answer questions and to walk the site. The meeting will occur rain or shine. Proposers may also visit the park site at any time but are requested to NOT enter the Winston School campus or interfere with the community organizations' operations in the Community Building.

**Questions by Bidders:** All inquiries and/or requests for clarification of the RFP must be submitted in writing by email to Kathleen A. Garcia at: [kgarcia@delmar.ca.us](mailto:kgarcia@delmar.ca.us) . **No phone calls, please**. If questions are received, an addendum will be prepared with responses for distribution to registered respondents prior to the close of bidding. **All requests for clarification must be received no later than 4:00 p.m., April 4, 2014**. Requests received after this date will be discarded.

**Proposal:** Firms or individuals interested in submitting proposals for the Shores Park Master Plan shall submit five (5) complete, double-sided, copies of the proposal in a sealed envelope bearing the caption "Del Mar Shores Park Master Plan RFP 2014-03." Each proposal shall include a cover letter signed by an authorized representative of the consultant firm/team. This letter of transmittal must state the names of the individual(s) authorized to negotiate with the City and sign contracts on behalf of the consultant. Please limit proposal responses to no more than 25 pages (double-sided) including qualifications and any resumes.

**Please provide your Fee Proposal in a separate sealed envelope** (fee proposal does not count towards the 25-page limit total).

Sealed proposals shall be submitted and labeled as follows:

**City of Del Mar**

Re: Shores Park Master Plan RFP 2014-03  
1050 Camino Del Mar  
Del Mar, CA 92014

Sealed proposals may be submitted in person at the Administrative Services Department, or via US Mail, or express courier at the above address and must be received by **4:00 p.m. on Friday, April 11, 2014**. Submissions after this deadline will not be accepted.

The City retains sole discretion to evaluate proposals and make an award to the consultant the City deems to have the most responsive proposal. Receipt of proposals in response to its RFP does not obligate the City in any way to engage any consultant and the City reserves the right to reject any or all proposals, wholly or in part, at any time, without penalty. The City shall retain the right to abandon the proposal process at any time prior to the actual execution of a contract with no financial or other responsibility in the event of such abandonment. The City reserves the right to negotiate all final terms and conditions of the agreements entered into.

The evaluation process shall include review of qualifications by a panel of City staff (RFP Team) assigned by the City Manager and any other person(s) designated by the City. The City reserves the right, where it may serve the best interest of the City, to request additional information and clarification from consultants. At the discretion of the RFP Team and the City, consultants submitting proposals may be requested to make oral presentations as part of the evaluation process.

All quotes, inquiries, responses, or correspondence related to or in reference to this RFP, and all reports, charts, displays, schedules, exhibits, and other documentation submitted by the consultant will become property of the City and a matter of public record.

Any changes to this RFP by the City will be sent to each consultant or individual who has registered for the RFP. Such changes become an integral part of the RFP for incorporation into any contract awarded pursuant to the RFP.

Upon final selection of the consultant, the scope of service may be modified and refined during negotiations with the City.

### **Contract Requirements**

It is recognized that the formal basis of any agreement between the City and the consultant is a contract rather than a proposal. In submitting proposals, consultants must indicate that they are prepared to complete a contract containing all the information submitted in their proposal. The fee proposal will become part of the contract between the City and the successful consultant. A sample of the City's standard contract is attached as Attachment C.

## Proposal Contents

To be considered responsive, the proposals must provide specific and succinct answers to all questions and requests for information. Indirect, imprecise, or incomplete responses can serve only to the disadvantage of the applicant. Submission of individual resumes is optional, but encouraged, although alone will not be considered responsive to any specific questions. Please limit proposal response to no more than 25 total pages. Double sided printing is encouraged.

Please provide:

- 1) Statement of Understanding and Approach to the scope of work as generally identified in Attachment B, *Outline Scope of Work*.
- 2) Detailed Scope of Work: Please define the methods you will use to complete the work as well as the steps you will undertake, key milestones and project deliverables.
- 3) Description of the nature of you or your firm's practice and your qualifications for providing park master planning services for the City. Please provide three references for similar park master plans.
- 4) Identification of the key project personnel, their relevant qualifications and the anticipated time they will be spending on the project (the time allotted should be correlated with the submitted fee proposal).
- 5) Proposed Project Schedule to accomplish the proposed Scope of Work with milestones and deliverables clearly identified.
- 6) The proposed cost to complete the project with detail of costs broken down for each task. Provide a rate sheet for all staff identified for in the proposal to be in effect for the duration of the contract. (Provide one copy of the cost proposal/rate sheet in a separate, sealed envelope. It is not a part of the page limit.)

## Compensation and Reimbursement

Compensation for the scope of work defined in this Request for Proposal (RFP) will be based upon the percentage of work completed for services identified in the scope of work. All invoices shall be submitted for payment within 30 calendar days of end of month work period.

## Professional References

Please provide three (3) professional references for the individual/firm who will provide the services as outlined in this RFP. For each reference, please provide an address, an email address and work telephone number and at least a short description on the type of service provided.

## Additional Submission Information

The City assumes no responsibility for delays caused by delivery service. Postmarking by the due date will not substitute for actual receipt. All costs incurred during proposal preparation or in any

way associated with the Consultant's preparations, submission, presentation, or oral interview shall be the sole responsibility of the Consultant.

If awarded a contract, the consultant shall maintain insurance coverage, including errors and omissions and worker's compensation, reflecting the minimum amounts and conditions specified by the City.

### **Undue Influence**

The consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award or terms of the Agreement that will be executed as a result of this RFP, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City will receive compensation, directly or indirectly, from the vendor, or from any officer, employee or agent of the vendor, in connection with the award of the Agreement of any work to be conducted as a result of the RFP. Violation of this Section shall be a material breach of the Agreement/Contract entitling the City to any and all remedies by law or in equity.

During the period of time that the RFP is open, please do not contact City of Del Mar staff members outside of the process described in this RFP.

### **Evaluation and Selection Process**

The various significant factors that will be considered in the evaluation of proposals are summarized below. The City's final selection will not be dictated on any single factor, including price. The relative importance of these factors involves judgment on the part of the City's RFP Team and will include both objective and subjective analysis. A consultant may be eliminated from consideration for failure to comply with any of the requirements, depending upon the critical nature of such requirements. Late submissions will not be considered.

Proposals will be screened, and the top candidates will be selected for interviews. The qualifications for the top candidates will be verified and references will be checked. In reviewing the proposals, the City will carefully weigh:

- A. Project Understanding:
  - a. Familiarity with the project and the Del Mar community
  - b. Awareness of the City's needs
  - c. Creativity and vision
  - d. Comprehension of the Scope of Services necessary to complete the work
  
- B. Firm/Team Experience
  - a. Relevant park master planning experience and projects completed
  - b. Ability to generate creativity and consensus working with the community
  - c. Past performance on related assignments and references
  
- C. Project Team and Staffing Qualifications

- a. Experience, education, and background in undertaking similar park master plans
  - b. Commitment and level of involvement by firm's principals, project manager and senior staff
- D. Capabilities for Public Outreach and Consensus Building
- a. Capability of developing outreach and visioning programs
  - b. Methods for engaging public input and prioritizing community ideas
  - c. Demonstrated ability to prioritize competing desires and to reach community consensus
- E. Local Sensitivity
- a. Community, environmental, governmental and regulatory agency familiarity
  - b. Knowledge of the local area and local recreational patterns
- F. Financial Responsibility, Budgeting and Scheduling
- a. Outline of project schedule
  - b. Cost control techniques
  - c. On time/within budget record
  - d. Value to the City of Del Mar, based upon the fee proposal and proposed scope of work

Should the City elect to interview shortlisted firms, interviews would be scheduled at a time to be determined. Shortlisted firms may be asked to submit a sample park master plan as representation of work.

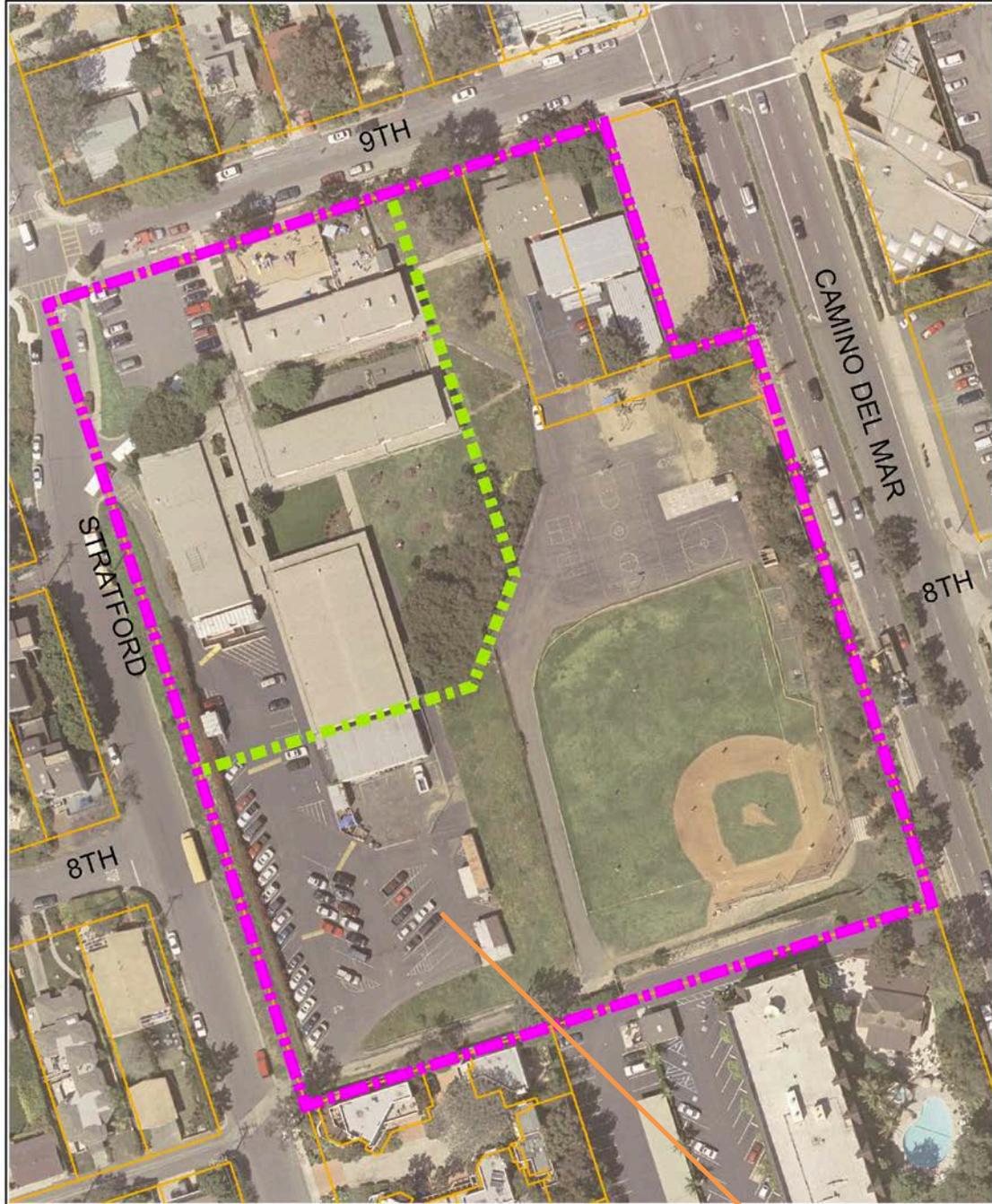
The outcomes of the selection panel will be brought to City Council for contract approval at a future City Council meeting.

**END**

Attachment A – Site Aerial Photo  
Attachment B – Outline Scope of Work  
Attachment C – Sample Contract

Attachment A: Site Aerial Photo

The Shores Property



0 50 100 200 Feet



- Property Line
- Winston School Lease

Pre-proposal Meeting location

## Attachment B: Outline Scope of Work

### PHASE 1 – Inventory and Analysis, Needs and Program Assessment

#### **Project Initiation:**

- Determine Project Manager, staff, and key identified stakeholders
- formalize and outline the final Master Planning Process
- determine number and types of meetings,
- determine formats for Deliverables
- develop timeline for the public involvement, analysis, recommendations, and preparation of work products.

#### **Data Collection:**

Collect existing information on demographics, operational and capital budgets, local and national recreational trends, comparative analysis to communities of similar size and density regionally, and any other issues which are impacting Del Mar or the Shores Park. This information will be summarized, analyzed, and integrated into all recommendations and work products.

#### **Site Specific Base Data:**

Assemble a base map from available survey and/or aerial photographs. The base map will be a scaled plan graphic for use in developing and communicating the issues, alternatives, and recommendations for the park.

#### **Public Outreach Program:**

Establish and implement a program for community outreach to develop consensus

- **Program Development:** Determine Stakeholders, Community and Park Master Plan Committee meetings and a program for working with interested parties and the community at large. Consultant shall coordinate schedule dates/times and locations of meetings, announce the meetings to the public, stakeholders and representatives as appropriate, prepare materials and presentations for meetings, and provide minutes and action items following each meeting.
- **Community Wide Workshops:** Assume three (3) Community-Wide Workshops or other methods for community interaction and outreach.
- **Park Master Plan Committee Meetings:** Assume twelve (12) Master Plan Committee meetings.

- Boards & Commission Meetings: Assume three (3) meetings with Park & Recreation Committee; two (2) meetings with the Design Review Board and two (2) meetings with the Planning Commission.
- City Council: Assume three (3) meetings with the City Council.
- Stakeholder Meetings: Interview key stakeholders to understand their current or future use of the park:
  - i. Little League organizations, and/or other organized sports
  - ii. Dog owners
  - iii. Children's groups
  - iv. Winston School
  - v. Friends of Del Mar Parks
  - vi. Parks & Recreation Committee
  - vii. Del Mar Foundation
  - viii. Del Mar Community Connections
  - ix. Del Mar Historical Society
  - x. Other organized groups, i.e. Garden Club, Farmer's Market
  - xi. Public Works Department for maintenance
  - xii. Community Services Department for programming

### **Inspirational Sessions**

Using the outreach program, share various concepts, ideas and successful park plans to inspire the range of possibilities for the park.

### **Statistically-Valid Survey:**

Develop and implement a statistically-valid survey to elicit and prioritize community input from the community. The survey can be used both as a baseline for setting realistic and achievable goals, and as a tool to accurately determine the needs, desires, and willingness to pay.

### **Community Visioning Process:**

Using the outreach program, elicit community's vision(s) for the park and work with the community to prioritize diverse interests. Develop a conceptual program for potential uses desired at the park. Review with community.

### **Existing Facilities – Analysis and Assessment:**

Compile an inventory and assessment of the existing facilities, including any existing buildings and their potential for reuse.

### **Opportunities & Constraints Assessment**

Based on the inventory and analysis of the existing conditions, community and site, an assessment of the opportunities and constraints is conducted to summarize the potential for park facilities and activities.

### **Input and Analysis Community Review:**

Conduct stakeholder meetings and community outreach meetings per the appropriate work program determined. Conduct workshop with approval bodies, including Park and Recreation Committee and City Council.

### **Goals and Objectives:**

- Determine overall park goals and objectives
- Develop preliminary program elements for alternative testing

## **PHASE 2 – Program Development and Planning Alternatives**

### **Preliminary Program Development**

Developed a preliminary program for site activities from the input collected from the community visioning as well as the needs assessment and site assessment.

### **Park Planning Alternatives**

Develop Plan Alternatives that achieve the goals expressed in Phase 1 and test the preliminary program development.

### **Community Review of the Plan Alternatives**

- Discussion of the alternatives, priorities and recommendation of a preferred plan
- Summary of the community's input.
- Meetings with approval bodies, including Park and Recreation Committee, Planning Commission, Design Review Board and City Council.

### **Recommended Program and Preferred Concept Plan for Master Plan Development**

From community review of alternatives, identify the preferred program of activities and the preferred physical layout or distribution on the site.

## **PHASE 3 – Master Plan Development**

### **Program Refinement**

Refine program to match activities with desired distribution on the site.

**Master Plan Development:**

Develop plan graphics with text to describe the features and facilities. Provide illustrations of details and character to define the recommended features and facilities proposed for the park.

**Master Plan Community Meetings:**

Conduct discussions on the recommended plan to the community and collect comments. Plan refinement made based on community direction.

**Financial Analysis:**

Conduct an analysis of:

1. Funding and financing methods for capital improvements
2. Funding and finance methods for operations and programs, including program pricing methodology and any potential fees.

**Pricing and Cost Recovery**

Determine overall philosophy and methodology for pricing programs and evaluating cost recovery. Evaluate agency's current and potential methods for fair pricing that helps with increased cost recovery. Evaluate and identify potential sources of traditional and alternative funding for operational, capital, and maintenance costs, including identification of grant opportunities, donations, sponsorships and other resources that may eventually support the implementation of the objectives identified in the Master Plan.

- Cost projections and analysis related to cost recovery for operations, staffing and maintenance.
- Costs and revenues related to the capital funding available from fees, and recommendations for future fees.
- Traditional and alternative funding sources that can help augment the funding available to meet future needs as outlined in the plan.

**Master Plan Recommendations and Action Plan:**

The Master Plan Recommendations and Action Plan will:

- Collect, analyze, and synthesize demographic information for the community.
- Collect and analyze information on participation, needs and desires, operations, programming and land use trends, and recommendations.
- Develop design and recommendations for capital improvements.
- Develop recommendations for operations, staffing, maintenance, programming and funding needs.
- Develop a phasing and implementation program.

- Provide a clear programming direction based on the standards and demand analysis.
- Develop a definitive program(s) for development of parkland, recreation facilities, open space, trails, and any necessary administrative and parks operations facilities for the next five, ten and twenty years.
- Develop a maintenance and operations analysis.
- Recommend policy changes to eliminate programming barriers and improve participation.

**Development of the Final Plans and Supporting Materials:**

- Written goals, plans, objectives, and policy statements that articulate a clear vision and a sustainable “road map” and model for the park’s future.
- Charts, graphics, maps, illustrations and other data as needed to support the plan and its presentation to the appropriate audiences.
- A Financial Plan
- An Action Plan
- Presentations as needed for the public and approvals

**Final Master Plan Community Meetings and Approvals:**

Meetings with approval bodies, including Park and Recreation Committee, Planning Commission, Design Review Board and City Council.

Conduct discussions on the recommended plan with the community and collect comments.

**Approvals Process**

Approval by City Council for acceptance.

**AGREEMENT BETWEEN THE CITY OF \_\_\_\_\_  
AND  
\_\_\_\_\_**

This Agreement ("Agreement"), made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the CITY OF \_\_\_\_\_, a Municipal Corporation, duly organized and existing under and by virtue of the laws of the State of California ("CITY"), and \_\_\_\_\_, a California \_\_\_\_\_ ("CONSULTANT") with reference to the following facts which are acknowledged by each party as true and correct:

RECITALS

A. CITY is a general law city, formed and existing pursuant to the provisions of the California Government Code.

B. CITY is authorized to enter into consultant agreements under the provisions of California Government Code section 53060.

C. CITY desires or is in need of \_\_\_\_\_ services.

D. CONSULTANT has special knowledge, experience and facilities for accomplishing the above services.

E. CITY now desires to retain CONSULTANT to accomplish the above services, and CONSULTANT is willing to be so retained pursuant to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, it is agreed by and between the parties as follows:

OPERATIVE PROVISIONS

1. RESPONSIBILITIES OF CONSULTANT

1.1 CONSULTANT shall undertake to carry on the scope of services as listed in the attached Scope of Services (refer to Exhibit "A"), which is attached to and made a part of this Agreement. To the extent the provisions of Exhibit "A" are ambiguous in relation to the provisions of this Agreement, inconsistent with the provisions of this Agreement, or expand upon the provisions of this Agreement, the provisions of this Agreement shall take precedence and the provisions of Exhibit "A" shall not apply. These duties may be adjusted from time to time as agreed upon in writing by CONSULTANT and CITY. Any additional services authorized by CITY shall be subject to all terms and conditions of this Agreement, except as modified in writing in accordance with Section 24.

1.2 Representations. CONSULTANT will perform the services set out in this Agreement, as contemplated herein, in an efficient, timely, and professional manner, and in accordance with generally accepted standards for performing similar services. It is understood

that CITY, in entering into this Agreement, is relying on CONSULTANT's representations for quality and professional work performed in a timely manner, and CONSULTANT shall perform in accordance with those representations and standards.

1.3 Monthly Written Reports. The \_\_\_\_\_ of CONSULTANT shall prepare and submit to the designated CITY representative a monthly written report specifying the activities of CONSULTANT pursuant to this Agreement. CONSULTANT shall prepare the monthly written report in a format acceptable to the CITY. CONSULTANT shall submit the monthly written report to the CITY by the second Friday of each month.

2. ADMINISTRATION OF AGREEMENT

2.1 CITY appoints its City Manager, or his designee, to administer CITY's rights under this Agreement, and to review the work performed by CONSULTANT pursuant to the scope of services.

2.2 CONSULTANT shall keep the City Manager, CITY's representative, or his designee or designees, fully informed as to the progress of the work and shall submit to CITY such oral and written reports as CITY may specify.

2.3 This Agreement shall be administered on behalf of the parties hereto, and any notice desired or required to be sent to a party hereunder shall be addressed, as follows:

For CITY: \_\_\_\_\_  
Address: City of \_\_\_\_\_  
>address<  
>city<, CA >zip<  
Phone: (\_\_\_\_) \_\_\_\_-\_\_\_\_  
Facsimile: (\_\_\_\_) \_\_\_\_-\_\_\_\_

For CONSULTANT: \_\_\_\_\_  
\_\_\_\_\_  
CONSULTANT: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_  
Facsimile: (\_\_\_\_) \_\_\_\_\_

3. TERM

3.1 The term of this Agreement shall be from \_\_\_\_\_, 20\_\_\_\_ until \_\_\_\_\_, 20\_\_\_\_.

3.2 Time is of the essence for this Agreement and each provision of this Agreement, unless otherwise specified in this Agreement.

#### 4. PAYMENT TO CONSULTANT

4.1 Consideration. In consideration of the services to be performed by CONSULTANT for the CITY as set forth in Section 1, the CITY agrees to pay CONSULTANT the sum of \_\_\_\_\_ (\$\_\_\_\_\_).

4.2 Additional Services. If CITY desires any additional services ("Additional Services"), CONSULTANT may, upon written request by the CITY, furnish a proposal including an itemized statement of the estimated cost of the Additional Services thereof, and the CITY may modify or alter the proposal, or may reject the proposal in its entirety, at its sole discretion, or may direct the submission of a new proposal which may be accepted, altered or rejected. Upon the written approval of any Additional Services including costs by CONSULTANT and CITY, CONSULTANT shall perform the Additional Services and CITY will pay to CONSULTANT the cost of the Additional Services as agreed in writing. All money due for Additional Services shall be supported by a detailed statement of CONSULTANT showing the basis of said claims, and certified by proper officers of CONSULTANT.

4.3 Payments. Payment of CONSULTANT's fee shall be made in accordance with CITY's normal schedule for issuance of checks. CONSULTANT agrees and acknowledges that it is CONSULTANT's sole responsibility to report as income all compensation received from CITY, and to make the requisite tax filings and payments to the appropriate federal, state and local tax authorities.

#### 5. STATUS OF CONSULTANT

5.1 Independent Contractor. It is understood and agreed that CITY is interested only in the results obtained from service hereunder and that CONSULTANT shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. CONSULTANT shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of CONSULTANT and which shall not be subject to control or supervision by the CITY, except as to the results of the work. CONSULTANT is, for all purposes arising out of this Agreement, an independent contractor, and neither CONSULTANT, nor its employees, agents and representatives shall be deemed an employee of the CITY for any purpose.

5.2 Employee Benefits. CONSULTANT shall be responsible for all salaries, payments, insurance and benefits for all of its officers, agents, representatives and employees in performing services pursuant to this Agreement. It is expressly understood and agreed that CONSULTANT and its employees, agents, and representatives shall in no event be entitled to any CITY benefits to which CITY employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation, sick or injury leave or other benefits.

5.3 Workers' Compensation Insurance. CONSULTANT agrees to procure and maintain in full force and effect Workers' Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder, as provided in Section 6.1.2 of this Agreement.

5.4 Prevailing Wages. Pursuant to the provisions of section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft,

classification, or type of workman needed to execute this Agreement, from the Director of the Department of Industrial Relations. These rates are on file with the City Clerk. Copies may be obtained at cost at the City Clerk's office. CONSULTANT shall post a copy of such rates at their office and shall pay the adopted prevailing wage rates as a minimum. If applicable, CONSULTANT shall comply with the provisions of sections 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code and any other applicable laws.

Pursuant to the provisions of section 1775 of the Labor Code, CONSULTANT shall forfeit to CITY, as a penalty, the sum of fifty dollars (\$50.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this Agreement, by him or by any sub-consultant under him, in violation of the provisions of this Agreement.

## 6. INSURANCE

CONSULTANT shall not begin the services under this Agreement until it has: (a) obtained, and upon the CITY's request, provided to the CITY, insurance certificates reflecting evidence of all insurance required in this Section 6; however, CITY reserves the right to request, and CONSULTANT shall submit, copies of any policy upon reasonable request by CITY; (b) obtained CITY approval of each company or companies as required by Section 6; and (c) confirmed that all policies contain the specific provisions required in Section 6.

6.1 Types of Insurance. At all times during the term of this Agreement, CONSULTANT shall maintain insurance coverage as follows:

6.1.1 Commercial General Liability. Commercial General Liability (CGL) Insurance written on an occurrence basis to protect CONSULTANT and CITY against liability or claims of liability which may arise out of this Agreement in the amount of One Million Dollars (\$1,000,000) per occurrence and subject to an annual aggregate of Two Million Dollars (\$2,000,000). There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability.

6.1.2 Workers' Compensation. For all of CONSULTANT's employees who are subject to this Agreement and to the extent required by applicable state or federal law, CONSULTANT shall keep in full force and effect a Workers' Compensation policy. That policy shall provide employers' liability coverage as required by applicable state and/or federal Workers' Compensation laws, and CONSULTANT shall provide an endorsement that the insurer waives the right of subrogation against the CITY and its respective elected officials, officers, employees, agents and representatives. In the event a claim under the provisions of the California Workers' Compensation Act is filed against CITY by a bona fide employee of CONSULTANT participating under this Agreement, CONSULTANT agrees to defend and indemnify the CITY from such claim.

6.1.3 Professional Liability. For all of CONSULTANT's employees who are subject to this Agreement, CONSULTANT shall keep in full force and effect Professional Liability coverage for professional liability with a limit of One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) annual aggregate. CONSULTANT shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of services under this Agreement; and (2) the policy will be maintained in force for a period of four years after termination of this Agreement or substantial completion of services under this Agreement,

whichever occurs last. CONSULTANT agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the CITY's exposure to loss.

6.1.4 Commercial Automobile Liability. For all of the CONSULTANT's automobiles including owned, hired and non-owned automobiles, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$500,000 per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

6.2 Insurer Requirements. All insurance required by express provision of this Agreement shall be carried only by responsible insurance companies that are no less than "A" and "VII" or better by the A.M. Best Key Rating Guide, and are licensed to do business in the State of California. CITY will accept insurance provided by non-admitted "surplus lines" carriers only if the carrier is authorized to do business in the State of California.

6.3 Deductibles. All deductibles on any policy shall be the responsibility of CONSULTANT and shall be disclosed to CITY at the time the evidence of insurance is provided.

6.4 Specific Provisions Required. Each policy required under this Section 6 shall expressly provide, and an endorsement shall be submitted to CITY, that: (a) the policies are primary and non-contributory to any insurance that may be carried by CITY; and (b) CITY is entitled to thirty (30) days' prior written notice (10 days for cancellation due to non-payment of premium) of cancellation, material reduction, or non-renewal of the policy or policies. Additionally, the CGL and Workers' Compensation policies shall expressly provide, and an endorsement shall be submitted to CITY, that the City of Del Mar and its respective officers and employees are additional insured under the policy.

6.5 Indemnity Not Limited by Insurance. CONSULTANT's liabilities, including, but not limited to, CONSULTANT's indemnity and defense obligations under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement, and CONSULTANT's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by CITY.

## 7. AUDIT AND INSPECTION OF RECORDS

At any time during CONSULTANT's normal business hours and as often as CITY may deem necessary, and upon reasonable notice, CONSULTANT shall make available to CITY, or any of its duly authorized representatives, for examination, audit, excerpt, copying or transcribing, all data, records, investigation reports and all other materials respecting matters covered by this Agreement. CONSULTANT will permit CITY to audit and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Agreement. All material referenced in this Section, including all pertinent cost accounting, financial records, and proprietary data, must be kept and maintained by CONSULTANT for a period of at least four (4) years, or for the period required by law, whichever is greater, after completion of CONSULTANT's performance hereunder, unless CITY's written permission is given to dispose of same prior to that time.

## 8. CONFIDENTIALITY AND USE OF INFORMATION

8.1 Except as otherwise provided by law, all reports, communications, documents and information obtained or prepared by CONSULTANT respecting matters covered by this Agreement shall not be published without prior written consent of City Manager or his designees, nor shall CONSULTANT issue any news releases or publish information relating to its services hereunder without the prior written consent of the City Manager. CONSULTANT shall hold in trust for the CITY, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the CITY's research, development, trade secrets and business affairs, but does not include information which is generally known or easily ascertainable by nonparties through available public documentation.

8.2 CONSULTANT shall advise CITY of any and all materials used, or recommended for use, by CONSULTANT to achieve the project goals that are subject to any copyright restrictions or requirements. In the event CONSULTANT shall fail to so advise CITY and, as a result of the use of any programs or materials developed by CONSULTANT under this Agreement, CITY should be found in violation of any copyright restrictions or requirements, CONSULTANT agrees to indemnify and hold harmless CITY against any action or claim brought by the copyright holder.

8.3 Ownership of Records. All records created by the CONSULTANT shall become the property of the CITY and shall be subject to state law and CITY policies governing privacy and access to files. The CITY shall have access to and the right to examine all books, documents, papers and records of the CONSULTANT involving transactions and work related to this Agreement. The CONSULTANT shall retain all copies of records for a period of five (5) years from the date of final payment.

## 9. NOTICE

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) by U.S. Mail, mailed either by certified mail, return receipt requested, with postage prepaid and addressed to the party to whom the notice is directed, or (c) via facsimile transmission (with proof of confirmation by sender). Service shall be considered given when received if personally served or, if mailed, two days after deposit in the United States Mail by certified mail, return receipt requested. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are as set forth in Section 2 above.

## 10. TERMINATION FOR CAUSE

10.1 CITY may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) a material violation of any of the covenants, agreements, or stipulations of this Agreement by CONSULTANT, (b) CONSULTANT, through any cause, failing to fulfill in a timely and proper manner its obligations under this Agreement, (c) any act by CONSULTANT exposing CITY to liability to others for personal injury or property damage, or (d) if CONSULTANT is adjudged bankrupt, CONSULTANT makes a general assignment for the benefit of creditors, or a receiver is appointed on account of CONSULTANT's insolvency. Written notice by CITY of termination for cause shall contain the reasons for such intention to terminate and shall specify the effective date thereof. Unless prior to the effective date of the termination for cause the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall cease and

terminate on the effective date specified in the written notice by CITY.

10.2 In the event of such termination, CONSULTANT shall be paid the reasonable value of satisfactory services rendered up to the date of receipt of the notice of termination in accordance with this Agreement, less any payments theretofore made, as determined by CITY, not to exceed the amount payable herein, and CONSULTANT expressly waives any and all claims for damages or compensation arising under this Agreement in the event of such termination, except as set forth herein.

## 11. TERMINATION FOR CONVENIENCE OF CITY

11.1 CITY may terminate this Agreement at any time and for any reason by giving written notice to CONSULTANT of such termination, and specifying the effective date thereof, at least fifteen (15) days prior to the effective date.

11.2 If the Agreement is terminated as provided in this Section, CONSULTANT shall be entitled to receive compensation for any satisfactory work completed up to the receipt by CONSULTANT of notice of termination, less any payments theretofore made and not to exceed the amount payable herein, and for satisfactory work completed between the receipt of notice of termination and the effective date of termination pursuant to a specific request by CITY for the performance of such work.

## 12. PERFORMANCE AFTER TERMINATION

Upon termination of this Agreement as provided herein, CONSULTANT shall, within such reasonable time period as may be directed by City Manager, complete those items of work which are in various stages of completion and which City Manager determines are necessary to be completed by CONSULTANT to allow the project to be completed in a timely, logical, and orderly manner. Upon termination, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, and other materials prepared by CONSULTANT shall be delivered to the City Manager, upon his request, as property of CITY.

## 13. DEFENSE AND INDEMNIFICATION

13.1 CONSULTANT shall, to the fullest extent permitted by law, hold harmless, protect, defend (with attorneys approved by CITY) and indemnify the CITY, its council, and each member thereof, its officers, agents, employees, representatives, and their successors and assigns, from and against any and all losses, liabilities, claims, suit damage, expenses and costs including reasonable attorney's fees and costs, and expert costs and investigation expenses ("Claims"), which arise out of or are in any way connected to the performance under this Agreement or any negligent or wrongful act or omission by CONSULTANT, its officers, employees, representatives, subcontractors, or agents regardless of whether or not such claim, loss or liability is caused in part by a party indemnified hereunder. CONSULTANT shall have no obligation, however, to defend or indemnify CITY if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of CITY.

13.2 General Indemnity Provisions. This indemnity is in addition to any other rights or remedies which CITY may have under the law or this Agreement. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, CITY may, at its sole discretion, reserve, retain or apply any monies due to CONSULTANT under this Agreement for the purpose of resolving such claims; provided however, that CITY may release such funds if

CONSULTANT provides CITY with reasonable assurances of protection of the CITY's interest. The CITY shall, in its sole discretion determine whether such assurances are reasonable.

CONSULTANT agrees that its duty to defend the indemnities arises upon an allegation of liability based upon the performance of services under this Agreement by CONSULTANT, its officers, agents, representatives, employees, sub-consultants, or anyone for whom CONSULTANT is liable and that an adjudication of CONSULTANT's liability is not a condition precedent to CONSULTANT's duty to defend.

#### 14. CONFLICT OF INTEREST

14.1 CONSULTANT shall be bound by the requirements of the FPPC (Fair Political Practice Commission) and state law with regard to disclosure of financial interests and prohibited conflicts of interest.

14.2 Prior to execution of this Agreement, CONSULTANT shall disclose in writing to CITY any and all compensation, actual or potential, which CONSULTANT may receive in any form from a party other than CITY as a result of performance of this Agreement by CONSULTANT. If CONSULTANT becomes aware of the potential for such compensation subsequent to the execution of this Agreement, CONSULTANT shall disclose such compensation within three (3) working days of becoming aware of the potential for such compensation.

14.3 Prior to or concurrent with making any recommendation of any products or service for purchase by the CITY, CONSULTANT shall disclose any financial interest that CONSULTANT may have in any manufacturer or provider of the recommended products or services. The term "financial interest" includes, but is not limited to, employment (current or prospective) or ownership interest of any kind and degree.

14.4 CONSULTANT shall not conduct business for third parties which may be in conflict with CONSULTANT's responsibilities under this Agreement. CONSULTANT may not solicit any business during the term of this Agreement which conflicts with its responsibilities under this Agreement. CONSULTANT shall provide no services for any private client within the corporate boundaries or sphere of influence of CITY during the period of this Agreement which may constitute a conflict of interest.

CONSULTANT acknowledges that he/she has read Section 14. Conflict of Interest, and may have \_\_\_ or does not have \_\_\_ a potential conflict of interest, and will \_\_\_ or will not \_\_\_ need to file a Statement of Economic Interest Form 700. If CONSULTANT is required to file a Statement of Economic Interest, a Form 700 shall accompany this executed Contract.

\_\_\_\_\_  
\_\_\_\_\_  
Consultant's Initial  
City of Del Mar Initial

#### 15. ASSIGNMENT

No portion of this Agreement or any of the work to be performed hereunder may be assigned or delegated (including hiring and retaining use of any other person or entity for any purpose, except for those certain subconsultants specifically included in the attached "Scope of Services") by CONSULTANT without the express written consent of CITY, nor may any interest in this Agreement be transferred (whether by assignment or novation) by CONSULTANT without the express written consent of CITY, and without such consent all services hereunder are to be performed by CONSULTANT, its officers, agents and employees. However, claims for

money due or to become due to CONSULTANT from CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished promptly to CITY. Any assignment requiring approval may not be further assigned without CITY approval.

16. SURVIVAL

CONSULTANT's representations, insurance and indemnity obligations, and performance obligations post-termination shall survive termination of this Agreement.

17. COMPLIANCE WITH APPLICABLE LAWS

CONSULTANT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONSULTANT, CONSULTANT's business, equipment and personnel engaged in activities covered by this Agreement or arising out of the performance of such activities.

18. PERMITS/LICENSES

CONSULTANT and all of CONSULTANT's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

19. NONDISCRIMINATION IN EMPLOYMENT

CONSULTANT agrees that it will not engage in unlawful discrimination in employment and shall comply with all applicable laws and regulations of CITY and/or all other relevant government agencies, including, but not limited to, the California Department of Fair Employment and Housing and the Federal Equal Employment Opportunity Commission. Also, CONSULTANT certifies and agrees that all persons employed by CONSULTANT, its affiliates, subsidiaries and related entities, if any, will be treated equally by CONSULTANT, without unlawful discrimination based upon creed, sex, race, national origin, or any other classification prohibited by state or federal law. If CITY finds that any of the provisions of this Section have been violated, such violation shall constitute a material breach of this Agreement, upon which CITY may determine to cancel, terminate, or suspend this Agreement. While CITY reserves the right to determine independently that the anti-discrimination provisions of the Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or California Department of Fair Employment and Housing, or successor agency, or the Federal Equal Employment Opportunity Commission, or successor agency, that CONSULTANT has violated state or federal anti-discrimination laws relative to this Agreement shall constitute a finding by CITY that CONSULTANT has violated the anti-discrimination provisions of this Agreement.

20. NON-WAIVER

The failure of CITY or CONSULTANT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition. Payment to CONSULTANT of compensation under this Agreement shall not be deemed to waive CITY's rights or CONSULTANT's rights

contained in this Agreement.

21. SEVERABILITY

If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, invalid, or void, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

22. DISPUTES

In the event that any action is brought by either party to construe this Agreement or enforce any of its terms, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred, whether or not the matter proceeds to judgment.

23. REMEDIES

The rights and remedies of the CITY provided in this Agreement are not intended to be exclusive, and are in addition to any other rights and remedies permitted by law.

24. ENTIRE AGREEMENT/AMENDMENT

This Agreement and any exhibits attached hereto constitute the entire agreement between the parties and supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement.

25. GOVERNING LAW/VENUE

The terms and conditions of this Agreement shall be governed by the laws of the State of California. Any action or proceeding brought by any party against any other party arising out of or related to this Agreement shall be brought exclusively in San Diego County.

26. BINDING AGREEMENT

This Agreement is intended to be binding on the parties and their respective successors and assigns.

27. NUMBER

The plural shall include the singular, and the singular shall include the plural and neuter wherever the context so indicates or requires.

28. WARRANTY OF AUTHORITY

Each of the parties signing this Agreement warrants to the other that it has the full authority of the entity on behalf of which its signature is made.

29. COUNTERPARTS

This Agreement may be executed in counterparts, all of which taken together will be considered one original document.

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

CITY OF \_\_\_\_\_

\_\_\_\_\_  
xxxxxxxxxxxxx, City Manager

\_\_\_\_\_  
Name of Consultant

\_\_\_\_\_  
Name/title of signatory [please print]

\_\_\_\_\_  
Signature

ATTEST:

\_\_\_\_\_  
xxxxxxxxxxxxx, City Clerk

\_\_\_\_\_  
Name/title of signatory [if necessary]

\_\_\_\_\_  
Signature

APPROVED AS TO FORM:

\_\_\_\_\_  
xxxxxxxxxxxxx, City Attorney

**EXHIBIT A**  
**Scope of Services**

SAMPLE