



**CITY OF LAGUNA BEACH
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement # _____ is made and entered into this xxx day of xxx, 2026, by and between the City of Laguna Beach, a municipal corporation organized under the laws of the State of California with its principal place of business at 505 Forest Avenue, Laguna Beach, California 92651 ("City") and CONTRACTOR, a sole proprietor, with its principal place of business at CONTRACTOR'S ADDRESS ("Contractor").

City and Contractor are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing the applicable recreational class services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Contractor to render such professional services for the organization, supervision, and implementation of the applicable recreational class ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the services and advice on various issues affecting the decisions of City regarding the Project and on other programs and matters affecting City ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **January 5, 2026 to December 30, 2026**, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

3.2 Compensation.

3.2.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3 Responsibilities of Contractor.

3.3.1 Activity Outlines. Contractor shall promptly provide an outline and/or lesson plan of the scheduled sessions to the City. If the outline/lesson plan is significantly modified, a revised description must be submitted in writing to the City before the commencement of the Services. It is the Contractor's responsibility to know quarterly class proposal submittal deadlines as communicated by City staff. Failure to submit information in a timely manner may result in Class(es) being cancelled and/or not listed in the City's quarterly Activity Guide, website, or social media platforms. Class information may not be changed after the publication deadline as assigned by the City unless prior notice is given to and approved in writing by the Recreation Supervisor/Coordinator. Class(es) will be evaluated per quarter and the City makes no guarantee that Class(es) will be considered for a future session or Agreement.

3.3.2 Supervision of Minors. Contractor shall ensure that there is always an adult over the age of 18 present during each session to supervise participants, and that there is a reasonable instructor-to-participant ratio to safely conduct the activity. If, after the conclusion of any class, a minor participant has not been picked up, Contractor shall make every effort to contact the minor's parent, legal guardian, or other authorized individual to whom the minor may be released. If no contact can be made with any of the above individuals, Contractor shall contact the Recreation Supervisor/Coordinator or, after regular business hours, contact Laguna Beach Police Dispatch at (949) 497-0701. Contractor shall not leave the minor until a City representative arrives on scene.

3.3.3 State and Local Health Orders. Contractor shall ensure that activities are conducted in compliance with all applicable orders and guidelines issued by the Centers for Disease Control and Prevention (CDC) and County of Orange related to COVID-19 and any other public health concern.

3.3.4 Attendance. Contractor must adhere to the scheduled activity time(s) as set forth in Exhibit "A". Tardiness is unacceptable. Excessive tardiness, as determined by the City at its sole and absolute discretion, shall result in immediate termination of this Agreement. Class participants must be cleared from the class area by the designated end time of each class. If an activity must be cancelled or postponed by Contractor due to unforeseen circumstances or inclement weather, Contractor shall first promptly notify the Recreation Supervisor/Coordinator and then notify participants of any cancellations or changes.

3.3.5 Enrollment Numbers. Contractor shall comply with minimum and maximum numbers of participant enrollment per activity as established by the City, and set forth in Exhibit A. If the minimum enrollment number is not achieved, the activity and this Agreement are subject to being cancelled by City at any time. Classes that do not meet minimum enrollment requirements for three consecutive sessions will not be offered again. If an activity reaches maximum

enrollment capacity, a waiting list may be established. If the demand exceeds capacity and additional sessions are desired, any additional sessions must be negotiated and approved by Contractor and City prior to implementation.

3.3.6 Contact Information. Contractor shall promptly notify City of any changes in contact information, including the notice information set forth in Section VIII(H) and be prompt in returning emails, telephone calls or other communications from City that require a response. Planning worksheets and quarterly information MUST be filled out correctly and turned in by applicable deadlines as communicated by the Recreation Supervisor/Coordinator. Worksheets received after the deadline will not be included in the brochure.

3.3.7 Enrollment Verification. Contractor is responsible to obtain rosters, monitor attendance, confirm that every participant is enrolled in the session per City's registration system, and notify City of participants who require a refund or transfer. Administrative fees may apply to refunds or transfers. Contractor shall log in to their Instructor Portal using City's registration system to obtain rosters and attendance sheets. In the instance that this is option is not accessible, City shall provide rosters and attendance sheets upon request.

3.3.8 Acceptance of In-Class Registrations. Contractor may accept in-class registration by check only, made out to City of Laguna Beach, and must transmit 100% of said fees to City for processing within one week of receiving such fees if the class is held at a facility that does not have City staff. Contractor may not accept cash payments. Registration collected and transmitted by Contractor must be accompanied by completed registration forms. Contractor may not allow any person to participate in an activity without a completed registration form.

3.3.9 Specialty Equipment. Contractor shall be responsible for additional arrangement and/or cost of equipment and supplies necessary for the Services. City is not responsible for and shall NOT provide storage for Contractor's equipment or supplies in City facilities unless agreed upon in writing (see Exhibit "A"). Any equipment used by Contractor must be stored or removed by Contractor at the conclusion of each session. A reasonable material fee may be charged by Contractor at the start of the session for items that will be consumed by or taken home with participants, so long as the fee is communicated to participants in writing at the time of registration and indicated on activity planning worksheets.

3.3.10 Amplified Sound. If any music or sound system is used, Contractor shall keep the sound to a level that will not interfere with other activities going on at the site and will not disturb surrounding neighbors.

3.3.11 Background Check. Contractor and any subcontractor, Contractor, employee, volunteers, agents and assigns must submit to and pass a criminal background investigation by the City of Laguna Beach Police Department at least thirty (30) days prior to teaching, substituting for the instructor, or assisting with the activity. City will pay for the cost of fingerprinting for Contractor only. Contractor is responsible for any costs associated with fingerprinting of its subcontractors, Contractors, employees, volunteers, agents or assigns. The cost of each fingerprinting is thirty-two dollars with zero cents (\$32.00) and checks can be made payable to the City of Laguna Beach. Fingerprints may be required to be updated every five (5) years, and City may, at its absolute and sole discretion, prohibit any person who does not pass the criminal background investigation from teaching, substituting for, or assisting in the class.

3.3.12 Public Resources Code § 5164. In the event that Contractor, subcontractor, Contractor, employee, volunteers, agents, and assigns will have or, in the opinion of the City, are expected to have supervisory or disciplinary power over a minor or any other person under their

care, Contractor, its subcontractors, Contractors, employees, volunteers, agents and/or assigns shall comply with Public Resources Code § 5164, which requires that the City obtain summary criminal history information of Contractor and/or its employees and volunteers having supervisory or disciplinary authority over any minor or any other person in their care. Contractor and its subcontractors, employees, volunteers, agents and assigns who will have or are expected to have supervisory or disciplinary authority over any minor or any other person in their care shall provide evidence to City of full compliance with Public Resources Code § 5164 prior to advertising the Services. Evidence of compliance with Section 5164 shall include, but not be limited to, evidence of clearance from the Department of Justice or other reliable proof that Contractor and its subcontractors, Contractors, employees, volunteers, agents and assigns have not been convicted of any of the offenses set forth in Section 5164. Failure to provide City with evidence of compliance with Section 5164 in said time period shall be grounds for the City's immediate termination of this Agreement. The City's obligation to make the payments to Instructor under this Agreement is conditioned upon the City first receiving evidence of full compliance with Public Resources Code Section 5164.

3.3.13 Facility Conditions. Contractor shall promptly notify City in writing of equipment or facility problems, including but not limited to broken locks, water leaks, damaged City equipment, etc. Contractor is responsible for ensuring the security of the facility and of its participants during each class, including, but not limited to checking all doors are locked before and after each class. Contractor shall never utilize rooms or facilities that have not been assigned to them without prior written permission from the Recreation Supervisor/Coordinator, nor should they be accessed outside of scheduled class times.

3.3.14 Permitted Instructor. Contractors using City facilities, Laguna Beach Unified School District facilities, City parks, or any other permitted facility for private instruction, whether in return for a fee or at no cost, must have all sessions pre-approved by the City in writing. A physical copy of this Agreement must be carried by the Contractor during each session, and must be presented to the City, its elected and appointed officials, officers, employees, volunteers and agents upon request. Contractor must adhere to the agreed upon facility and use only the facility or space allocated by the City for the class, camp, or program.

3.3.15 CPR/AED Certification, Contractor, and its subcontractors, Contractors, employees, volunteers, agents and/or assigns whom will have supervisory control for each session must have current certifications in CPR/AED. Contractor shall submit a copy of such certifications to the City prior to the commencement of any Services.

3.3.16 Mandated Reporter. Contractor and his/her designees must participate in regular Mandated Reporter trainings under Assembly Bill 506. Any suspected abuse of a minor or dependent elder adult must be reported to the Department of Social Services promptly, and City should be notified in writing if such a report is made.

3.3.17 Anti-Discrimination. The Contractor covenants that, by and for himself/herself/itself, his/her/its heirs, executors, assigns, and all persons claiming under or through the Contractor, that there shall be no discrimination against or segregation of, any person or group of persons on account of gender, race, color, creed, religion, sex, sexual orientation or preference, marital status, national origin, disability, ancestry, or any other legally protected classification in the performance of this Agreement.

3.3.17.1 The City has a zero-tolerance policy against any form or type of discrimination and harassment by, among, or to its employees, representatives, and participants. Discrimination and harassment can be

defined as any behavior that is disrespectful and causes discomfort to another person, be it physical, verbal, visual, or sexual. The Contractor is responsible for their own actions, conduct, and speech and must never engage in discrimination and harassment while performing services under this Agreement.

3.3.17.2 It is the policy of the City fully comply with the provisions of the Americans with Disabilities Act (ADA). Pursuant to the ADA, the City will make reasonable accommodations to individuals with disabilities so they can have an equal opportunity to participate in the Services, unless an undue burden would result.

3.3.17.3 The City and the Contractor will make reasonable modifications and accommodations to ensure people with disabilities have an equal opportunity to access all City programs, services, and activities, and will not impose unnecessary eligibility standards or rules denying individuals with disabilities the opportunity to participate in services, programs, and activities. Contractor must contact the Senior Recreation Supervisor in writing, if a participant has requested an accommodation under the ADA

3.3.18 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee of City. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees or agents, except as set forth in this Agreement. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.3.19 Schedule of Services/Time for Performance.

3.3.19.1 Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "A" attached hereto and incorporated herein by reference. Contractor represents that it has the skilled personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.3.19.2 Neither City nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this

Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Contractor and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement.

3.3.19.3 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Contractor to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.3.20 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.3.21 Substitution of Key Personnel. Contractor has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence and experience upon written approval of City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to City, or who are determined by City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by Contractor at the request of City. The key personnel for performance of this Agreement are identified in this Agreement, including Exhibit A.

3.3.22 City's Representative. City hereby designates STAFF LIAISON, or her or his designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than City's Representative or his or her designee.

3.3.23 Contractor's Representative. Contractor hereby designates CONTRACTOR/DESIGNEE, or her or his designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this

Agreement. Contractor's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.3.24 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, contractors and other staff at all reasonable times.

3.3.25 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by contractors in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including any required business license, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Contractor shall perform, at its own cost and expense and without reimbursement from City, any services necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein, and shall be fully responsible to City for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Contractor's errors and omissions.. Any employee of Contractor or its subcontractors who is determined by City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to City, shall be promptly removed from the Project by Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.26 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.3.27 Insurance. Contractor shall obtain and submit evidence, satisfactory to the City, of insurance appropriate for the type of class being offered in an amount approved by the City. Insurance shall be provided by K&K Insurance, the Southern California Municipal Athletic Federation, or other insurer provided by the Contractor, subject to approval of the City. Any approval under this section shall be in the City's sole and complete discretion.

3.3.27.1 Time for Compliance. Contractor shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section unless the City, in writing, authorizes the Contractor to perform work without such evidence. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City

that the subcontractor has secured all insurance required under this section unless the City, in writing, authorizes the use of the subcontractor to perform work without such evidence. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.3.27.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Contractor, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the above mentioned policies of insurance unless the City, in writing, authorizes waiver of the insurance requirements in its sole and complete discretion. If the existing policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.

3.3.28 Laws and Regulations; Employee/Labor Certification.

3.3.28.1 Compliance with Laws. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

3.3.28.2 Employment Eligibility; Contractor. Contractor certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subcontractors to comply with the same. Contractor certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

3.3.28.3 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.3.28.4 Air Quality. To the extent applicable, Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to,

emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Contractor shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.3.28.5 Water Quality Management and Compliance. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Contractor must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. City may seek damages from Contractor for delay in completing the Services caused by Contractor's failure to comply with the laws, regulations and policies described in this Section, or any other relevant water quality law, regulation, or policy.

3.3.28.6 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 Indemnification.

3.5.1 To the fullest extent permitted by law, Contractor shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractors or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Contractor, the City, its officials, officers, employees, agents, or volunteers.

3.5.2 If Contractor's obligation to defend, indemnify, and/or hold harmless arises out of Contractor's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Contractor's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor, and, upon Contractor obtaining a final adjudication by a court of competent jurisdiction, Contractor's liability for such claim, including the cost to defend, shall not exceed the Contractor's proportionate percentage of fault.

3.6 General Provisions.

3.6.1 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.6.2 Independent Contractors and Subcontracting.

3.6.2.1 Use of Contractors. Contractor is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903 (2018). To ensure that Contractor is in compliance with the California Labor Code, Contractor shall only utilize its employees to provide the Services. Contractor may not provide the services through any independent contractor, subcontractor or subcontractor ("Subcontractor(s)") unless approved by the City as set forth in Section 3.7.2.2 below. Contractor represents and warrants that all personnel who perform the Services on Contractor's behalf are Contractor's employees, and that Contractor complies with all applicable

laws, rules and regulations governing its employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.

3.6.2.2 Prior Approval Required. Contractor shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Contractor to use a Subcontractor, Contractor shall enter into a written agreement with the Subcontractor, which must include all provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subcontractors without the City's prior written consent.

3.6.2.3 Subcontractors. Contractor shall provide City with the name(s), address(es) and phone number(s) of all subcontractors, volunteers, substitutes, etc. (including minors) who will be providing any services pursuant to this Agreement. All subcontractors must comply with the Fingerprint and Criminal Background Check policy in accordance with Section 3.3.11. All subcontractors must be able to provide proof of legal right to work in the United States. Contractor, at the sole discretion of City, shall remove from each session any subcontractor assigned to the performance of services pursuant to this Agreement upon written request of City.

3.6.3 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:	Name: xxx _____ Street: xxx _____ City/State/Zip: xxx _____ ATTN: xxx _____
City:	City of Laguna Beach 505 Forest Avenue Laguna Beach CA 92651 ATTN: _____

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.5 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

3.6.6 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all costs of such action.

3.6.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.6.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.9 City's Right to Employ Other Contractors. City reserves right to employ other Contractors in connection with this Project.

3.6.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.11 Assignment or Transfer. Contractor shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Contractor shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.6.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.6.13 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.6.15 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.17 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.18 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.19 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6.20 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the

SIGNATURES ON NEXT PAGE

**SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF LAGUNA BEACH AND
XXX**

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

CITY OF LAGUNA BEACH

Contractor:

Approved By:

City Staff:
Title:

By: **Signature**

Its: **XXX**

Approved as to Form:

Printed Name: **Name**

City Attorney

Attested By:

City Clerk

EXHIBIT "A"
SCOPE OF SERVICES

GENERAL ACTIVITY DESCRIPTION (MAY BE UPDATED DURING QUARTERLY BROCHURE PLANNING)

1. Describe activity/instruction and services to be rendered:

2. Frequency of meetings:

3. Class location(s) authorized:

4. List all subcontractors, assistants, helpers, volunteers:

NAME	ROLE

5. List City-owned supplies to be used or material fee if applicable:

6. Minimum and maximum acceptable number of participants:

7. Fees charged per class meeting and per program period:

EXHIBIT "B"
COMPENSATION

The City will process 100% of the registration fees and issue receipts for each session. The City will pay the Contractor 65% of net registration fees collected for group sessions taught.

A payment will be issued to the Contractor within 30 business days of the end of each session, and represents the City's sole and complete financial obligation to the Contractor. Contractor shall not be entitled to any additional compensation.

Payments will be issued at the below intervals (select one):

Monthly

Quarterly at the end of the session

Biweekly

75% installment at start of session and audit at end of session



2026 Instructor Code of Conduct

The function of a contract instructor is to educate persons who chose to participate in the City's recreational programming. Each participant should be treated with the utmost respect, and his or her welfare should be considered in decisions by the instructor at all times consistent with the goals and objectives of the program. The following policies for instructors have been adopted by the Recreation Division:

Contractor shall ensure that classes are conducted in compliance with all applicable orders and guidelines issued by the City, the County of Orange and the State of California related to COVID-19.

The instructor shall be aware that he or she has an influence on the education of the participant and, thus, shall never place the value of success or winning above the value of instilling the highest ideals of character.

The instructor shall strive to set an example of the highest ethical and moral conduct in all personal and professional contact with participants, City administrators, the media, and the public.

The instructor shall direct his or her program in harmony with all other City programming.

The instructor shall be considerate and respectful of others, and shall not use language or express viewpoints that are obscene or defamatory, invade others' privacy, or promote bigotry, racism, hatred, or harm against any group or individual.

The instructor shall remain free from the influence of illegal drugs; maintain an acceptable standard of personal hygiene; and observe all non-smoking policies as stated in Laguna Beach Municipal Code (sec. 7.40.050).

The instructor shall respect and support participants and other users of City facilities. The instructor shall not engage in conduct which could incite participants against each other or against other facility users.

The instructor shall not issue verbal or physical threats or engage in outbursts while on City property, or in the context of his or her program.

The instructor shall maintain a safe and enjoyable environment for all participants and City facility users.

The California Penal Code provides that it is a crime for certain professionals and laypersons who have a special working relationship of contact with children not to report suspected child abuse to the proper authorities. These professionals and laypersons shall report known or suspected child abuse to a child protective agency immediately or as soon as practically possible by telephone and shall prepare and send a written report thereof within 36 hours of receiving the information concerning any incident. A Mandated Reporter must call **(714) 940-1000** or **(800) 207-4464**.

The instructor acknowledges that his or her signature indicates that, if found to be in violation of any of the above-mentioned policies, the City reserves the right to terminate his or her contract, and that he or she may forfeit a future relationship with the City.

Printed Name of Instructor

Class term

Signature of Instructor

Date