



March 10, 2025

**SUBJECT: AI-POWERED ONLINE PUBLIC LIBRARY SERVICES**

The City of Hidden Hills is inviting sealed Request for Proposals for Online Public Library Services Including AI-Powered, Community-Based Learning Platform. The City will receive such proposals at the City's Clerk Office up to 1:00 p.m. on Friday April 11, 2025. Proposals will not be open publicly, and the City will endeavor to keep the proposals confidential until a preferred service provider is identified by the City Council for final selection.

**Request for Proposals (RFP)**  
**for**  
**Online Public Library Services Including AI-Powered,  
Community-Based Learning Platform**

March 10, 2025

**1. Introduction**

The City of Hidden Hills, California invites proposals from qualified companies to provide the resources, services, and programs necessary to support the educational, informational, cultural and recreational needs of its community, traditionally provided through a brick-and-mortar public library, through an online experience that also includes a commercial-off-the-shelf (COTS) and artificial intelligence (AI) powered learning management platform. The City intends to offer its community and others an online public library solution that provides educational offerings, knowledge acquisition, and opportunities for community engagement. The solution must support ready-made training packages as well as the ability for community members to create, manage, and deliver their own learning experiences. The solution must be cloud-based and available via both the Web and a mobile app.

**2. Background**

Hidden Hills is a city and gated community in the Santa Monica Mountains region of Los Angeles County, California with a population of over 2,000 residents and approximately 650 homes within an area of less than two square miles. The pastoral setting is highlighted by the absence of sidewalks and streetlights and by the presence of horses, llamas, and other animals. The City is located next to the cities of Los Angeles and Calabasas. The City is in Las Virgenes Unified School District and home to one elementary school.

For over ten years, the City has contracted with the City of Calabasas to provide public library services to its residents. For the past several years, the City has worked with technology experts, its community, the school district and others to develop innovative concepts for a new library offering that includes digital and AI-enabled technology in an online environment. The City aims to provide the solution identified by the successful proposal in response to this request to offer a community-focused resource in support of the educational, informational, and cultural needs of its population and others.

### 3. Project Objectives

- Offer a platform for content aligned with the functions of a public library to support the educational and information needs of the community, promote literacy and learning, and serve as a cultural and social hub for its users.
- Implement an AI-powered learning management system (LMS) that supports integrating existing educational content and enables the creation of content.
- Provide a community resource that supports the delivery and management of rich online and offline educational, informational, and cultural offerings.
- Foster community online and offline engagement through collaboration and communication functions.
- Streamline administrative tasks with AI-driven features and automations.

### 4. Terms of Agreement

The initial term of the anticipated agreement is three years with the option to extend the agreement for two one-year terms, at the City's sole option. A draft agreement is attached as **Exhibit A**, which should be reviewed for additional information and requirements.

### 5. Proposal Administration

The City has attempted to describe the desired services and terms of agreement in a manner that will allow a reasonable level of comparability among proposals. At the same time, the City recognizes that this request seeks innovative and developing services. Accordingly, proposers may find that they require clarification of requirements. Proposers may submit written questions via email only to Aaron Williams at [aaron@hiddenhillscity.org](mailto:aaron@hiddenhillscity.org). The email questions must contain the title "City of Hidden Hills RFP: Future Library Concepts." Written questions that do not follow these protocols may not be accepted. No other form of communication regarding this procurement are acceptable.

Written responses to questions will be provided via email to all potential proposers that provide their contact information to Aaron Williams at [aaron@hiddenhillscity.org](mailto:aaron@hiddenhillscity.org). Potential proposers may notify Mr. Williams of their interest in receiving all questions and answers related to this solicitation at any time.

Proposals will be received until 1:00 p.m. on April 11, 2025. Proposals must be delivered to:

City Clerk  
City of Hidden Hills  
6165 Spring Valley Road  
Hidden Hills, CA 91302

The proposal may be mailed, couriered, sent by overnight delivery, or hand delivered. All proposals must be received by the City Clerk of Hidden Hills by the date and time shown above. Proposal received after this time and date may be returned unopened. Postmarks and email will not be accepted as proof of receipt.

Once submitted, proposals must remain open for no less than 90 days.

The City reserves the right to reject any or all proposals, the right to accept or reject any item of a specific proposal, and the right to waive any minor irregularities or informalities in a proposal. The City may request additional information from any proposer and may invite one or more proposers to interview or provide demonstrations of proposed services.

## **6. Scope of Work**

The selected vendor will be responsible for:

- Providing a commercial-off-the-shelf (COTS) platform that meets the functional and technical requirements outlined below.
- Assisting with the onboarding, branding, and configuration requirements.
- Delivering project management services in alignment with the City's project manager.
- Offering training and support to our administrative and instructional teams.
- Ensuring ongoing technical support and regular platform updates.

## 7. Functional Requirements

The proposed platform should include, but is not limited to, the following features:

ID	1.0 Learning Management	(Completed by vendor)
1.1	Support for cohort-based and self-paced courses.	
1.2	Curriculum builder with lesson creation, assignments, quizzes, and projects.	
1.3	Progress tracking and reporting for learners.	
1.4	SCORM compliance for content integration.	
1.5	Dashboards for tracking and analytics.	
1.6	Course templates.	
1.7	Course creation and organization.	
1.8	Multimedia support (videos, PDFs, presentations, VR, AR, and mixed reality etc.)	
1.9	Content repository and version control.	
1.10	Student performance analytics.	
1.11	Course completion tracking.	
1.12	Badges, certificates, and leaderboards.	
1.13	Progress tracking with incentives.	
1.14	Peer recognition features.	
1.15	Attendance tracking.	
1.16	Library of resources e.g. documents, websites, videos etc.	
1.17	Personalized learning paths.	
1.18	Certification generation.	
1.19	Course scheduling.	

ID	2.0 Community Engagement	(Completed by vendor)
2.1	Channels, direct messaging, and threaded discussions.	
2.2	Event management with scheduling, hosting, and attendance tracking.	
2.3	Social feeds for community updates and interactions.	
2.4	Member profiles and directories to facilitate networking.	
2.5	Email notifications and announcements.	

ID	3.0 AI and Automation	(Completed by vendor)
3.1	AI-assisted content creation, including lessons, quizzes, and images.	
3.2	AI-driven responses to learner inquiries.	
3.3	Workflow automations to reduce repetitive tasks.	

3.4	Automated grading.	
3.5	AI-driven course recommendations.	
3.6	Chatbot for learner support.	

ID	4.0 Customization and Branding	(Completed by vendor)
4.1	Customizable branding elements (logos, colors, themes).	
4.2	Modular dashboards and pages with drag-and-drop functionality.	
4.3	Custom domains and labels to align with organizational terminology.	

ID	5.0 Integrations	(Completed by vendor)
5.1	Integration with tools such as Slack, Zoom, Google, Clever, Stripe, Zapier, and popular MOOCs.	
5.2	API access for custom integrations.	
5.3	Support for single sign-on (SSO) and SCORM content.	
5.4	Support for other learning-related system standards.	
5.5	List all integrations in separate document	

ID	6.0 Technical Requirements	(Completed by vendor)
6.1	Cloud-based solution with high availability and scalability.	
6.2	Mobile-responsive design or dedicated mobile app.	
6.3	Compliance with data protection regulations.	
6.4	Analytics and reporting on technical performance.	
6.5	Role-based access control.	
6.6	Offline access.	
6.7	Course cloning.	
6.8	WCAG-compliant.	
6.9	SPED Accessibility	
6.10	ELD Accessibility	
6.11	FERPA compliant	
6.12	COPPA compliant	
6.13	Support for library card systems	

ID	7.0 Support and Training	(Completed by vendor)
7.1	Provide onboarding assistance and training sessions for administrators and initial instructors.	
7.2	Offer comprehensive solution documentation and access to a support knowledge base.	
7.3	Availability of customer support through multiple channels (email, chat, phone).	

ID	8.0 Licensing Model	(Completed by vendor)
8.1	License provided must offer all users of the city of Hidden Hills access. In addition, the solution must be available to the wider public in the same way as all online library solutions must be accessible in California.	

ID	9.0 Innovation	(Completed by vendor)
9.1	Use a separate page to describe any special features, functions, or innovation that you would like to share.	n/a

## 8. Proposal Submission Requirements

Vendors should include the following in their proposals:

- Company overview and relevant experience.
- Detailed description of the proposed solution and how it meets the requirements.
- Implementation plan and timeline.
- Pricing structure, including any recurring costs.
- References from similar projects or clients

## 9. Evaluation Criteria

Contract award will be made on the basis of demonstrated competence, experience, professional qualifications and suitability for the satisfactory performance of the services required in accordance with City Municipal Code section 2-3-9. While cost will be an important element of the evaluation process, it is not the determinative factor. An agreement will be awarded to the proposer that the City determines at its sole discretion to best assist the City reach its goal of receiving the highest quality services at the lowest reasonable costs.

Proposals will be evaluated based on:

- Alignment with functional and technical requirements.
- User experience and interface design.
- Innovative features
- Flexibility and scalability of the solution.
- Total cost of ownership.
- Vendor's experience and client references.
- Quality of support and training offerings.

## 10. Submission Timeline

- RFP release date: Week of March 10<sup>th</sup>, 2025
- Deadline for vendor questions: March 28<sup>th</sup>, 2025
- Proposal submission deadline: 1:00 p.m., April 11<sup>th</sup>, 2025

- Potential interviews or demonstrations: Tentative: April 21<sup>st</sup> – 25<sup>th</sup>, 2025
- Vendor selection announcement: Tentative: May 13<sup>th</sup>, 2025
- Notice to Proceed: TBD

## 11. Contact Information

Please direct all inquiries and proposal submissions to:

Name: Aaron Williams

Email: [aaron@hiddenhillscity.org](mailto:aaron@hiddenhillscity.org)

Exhibit A

Sample Agreement

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of \_\_\_\_ day of \_\_\_\_\_ 2025 (“Effective Date”) by and between the City of Hidden Hills, a municipal corporation (“City”) and \_\_\_\_\_ (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

- A. City desires to implement Online Public Library Services Including AI-Powered, Community-Based Learning Platform.
- B. City does not have personnel qualified to perform the services being asked of the Consultant.
- C. Consultant represents that it is qualified by virtue of experience, training, education and expertise to provide the services required by the City.
- D. The Parties desire by this Agreement to establish the terms for the City to retain Consultant to provide the services described herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

- 1. Term of Agreement. This Agreement shall commence on the Effective Date and shall remain and continue in effect until the Services are completed, unless sooner terminated as provided in Section 14.
- 2. Consultant’s Services.
  - A. Scope of Services. Consultant shall perform the services described in the scope of services (“Services”) attached as Exhibit A. To the extent that Exhibit A is a proposal from Consultant, such proposal is incorporated only for the description of the scope of services and no other terms and conditions from such proposal shall apply to this Agreement unless specifically agreed to by the City in writing.
  - B. Standard of Performance. Consultant shall at all times faithfully and competently perform the Services in accordance in a manner satisfactory to the City and consistent with the skill and standard of care generally exercised by like professionals under similar circumstances.
  - C. Time of Performance. Consultant shall commence the Services upon receipt of a written notice to proceed from City and shall perform all Services in conformance with the timeline set forth in Exhibit A or as otherwise established by the Parties in writing.
  - D. Personnel. Consultant has, or shall secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services shall be performed by Consultant or under its supervisions, and all personnel engaged in the work shall be qualified to perform such Services.

E. Compliance with Laws. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect the performance of its Services under this Agreement. Consultant shall at all times comply with all applicable federal, state and local laws, ordinance, codes and regulations. The City shall not be liable at law or in equity occasioned by failure of Consultant to comply with this provision.

F. Permits and Licenses. Consultant shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the performance of the Services under this Agreement, including a business license.

### 3. Compensation.

A. Compensation. As full compensation for Services satisfactorily rendered, City shall pay Consultant in an amount not to exceed \$\_\_\_\_\_, (“Consideration”). Said Consideration shall constitute payment to Consultant for services rendered in accordance with the fixed fee schedule provided by Consultant and shall include all other direct or indirect costs or fees, including the work of employees, consultants and subcontractors, equipment, materials, and supplies necessary to provide the Services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). In no event shall the Consultant be paid more than \$\_\_\_\_\_, which includes expenses and additional services (if any) during the term of this Agreement.

B. Expenses. City shall not reimburse Consultant for any expenses incurred by Consultant unless expressly authorized in writing prior to Consultant’s incurrence of the expense.

C. Additional Services. City shall not allow any claims for additional Services performed by Consultant, unless the City Council or City Representative, as applicable, and the Consultant Representative authorize the additional Services in writing prior to Consultant’s performance of the additional Services or incurrence of additional expenses. Any additional Services or expenses authorized by the City Council or City Representative shall be compensated as agreed at the time of amendment.

### 4. Method of Payment.

A. Invoices. Consultant shall submit to City an invoice, on a monthly basis or as otherwise set forth in Exhibit A, for actual Services performed pursuant to this Agreement. Each invoice shall itemize the Services rendered during the billing period, hourly rates charged, if applicable, and the amount due. City shall review each invoice and notify Consultant in writing within thirty business days of receipt of any disputed invoice amounts.

B. Payment. City shall pay all undisputed invoice amounts within 30 business days after receipt. City does not pay interest on past due amounts. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Consultant.

C. Audit of Records. Consultant shall make all records, invoices, time cards, cost control sheets and other records maintained by Consultant in connection with this Agreement available during Consultant’s regular working hours to City for review and audit by City.

5. Independent Contractor.

A. Consultant is and shall at all times remain as to City a wholly independent contractor. Personnel performing the Services on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither the City, nor any of its officers, employees, or agents shall have control over the conduct of Consultant, or its officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or bind the City in any manner.

B. Consultant expressly acknowledges and agrees that City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance or other employee benefits and that any person employed by Consultant shall not be in any way an employee of the City. Consultant shall have the sole legal responsibility to remit all federal and state income and social security taxes and to provide for his/her own workers compensation and unemployment insurance and that of his/her employees or subcontractors. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

6. Responsible Principal(s). Consultant's responsible principal \_\_\_\_\_, shall be principally responsible for Consultant's obligations under this Agreement and shall serve as principal liaison between City and Consultant. Designation of another Responsible Principal by Consultant shall not be made without prior written consent of City. City's Responsible Principal shall be the City Manager, who shall administer the terms of the Agreement on behalf of City.

7. Release of Information.

A. Consultant covenants that all data, reports, documents, studies, drawings, plans, maps, models, photographs, discussion, or other information (collectively "Data and Documents") developed by Consultant in the performance of this Agreement and/or information received by Consultant or provided for the performance of this Agreement are deemed confidential and shall not be disclosed or released by Consultant without prior written authorization by City, except for documents that are part of the public record. Consultant, its officers, employees, agents, or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Manager, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant give the City notice of such court order or subpoena.

B. Consultant shall promptly notify the City should Consultant, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City may, but has no obligation to, represent Consultant and/or be present at any deposition, hearing, or

similar proceeding. Consultant agrees to cooperate fully with City and to provide City the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

8. Ownership of Documents. All Data and Documents required to be furnished to City in connection with this Agreement shall become City's property, and City may use all or any portion of the Data and Documents submitted by Consultant as City deems appropriate. Upon completion of, or in the event of termination or suspension of this Agreement, all original Data and Documents, including computer files containing data generated for the Services, surveys, notes, and other documents prepared in the course of providing the Services, whether in draft or final form, shall be provided to the City within five days of City's written request and shall become City's sole property and may be used, reused or otherwise disposed of by City without Consultant's permission. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files. Consultant may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Consultant.

9. Conflicts of Interest. Consultant affirms that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the Services, or which would conflict in any manner with the performance of the Services. Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Consultant shall avoid the appearance of having any interest, which would conflict in any manner with the performance of the Services. Consultant shall not accept any employment or representation during the term of this Agreement which is or may likely make Consultant "financially interested" (as provided in California Government Code §§1090 and 87100) in any decision made by City on any matter in connection with which Consultant has been retained.

10. Indemnification.

A. Indemnity for Design Professional Services. To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, indemnify, defend and hold harmless the City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent Consultants in the role of City officials ("Indemnitees") from and against any and all claims, losses, liabilities, damages, costs and expenses, including attorney's fees and costs, to the extent they arise out of, are claimed to arise out of, pertain to, or relate, in whole or in part, to the negligence, recklessness, or willful misconduct of the Consultant, its officers, agents, servants, employees, subcontractors, material men, Consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of design professional services under this Agreement by a "design professional," as the term is defined under California Civil Code Section 2782.8(c)(2). Consultant's duty to defend shall consist of reimbursement of defense costs incurred by Agency in direct proportion to the Consultant's proportionate percentage of fault. Consultant's percentage of fault shall be determined, as applicable, by a court of law, jury or arbitrator. In the event any loss, liability or damage is incurred by way of settlement or resolution without a court, jury or arbitrator

having made a determination of the Consultant's percentage of fault, the parties agree to mediation with a third party neutral to determine the Consultant's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the Agency. Notwithstanding, the provisions of this section pertaining to the duty and cost to defend shall not apply where a project-specific general liability policy insures all project participants for general liability exposures on a primary basis and also covers all design professionals for their legal liability arising out of their professional services on a primary basis.

B. Other Indemnities. Other than in the performance of design professional services, and to the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify the Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages and whether for personal or bodily injury and/or death, property damage, or economic injury (collectively "Claims"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the negligent or wrongful acts or omissions of Consultant, its officers, agents, servants, employees, subcontractors, materialmen, Consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Claim with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.

C. Subcontractor Indemnification. Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnities, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Claims in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, Consultants or their officers, agents, servants or employees (or any entity or individual that Consultant's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties.

## 11. Insurance.

A. Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1. Commercial General Liability Insurance, with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence,

\$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insured.

2. Automobile Liability Insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

3. Workers’ Compensation Insurance as required by the State of California and Employer’s Liability Insurance (with limits of at least \$1,000,000).

4. APPLICABLE – or – NOT APPLICABLE

Professional Liability Insurance (errors and omissions) that covers the Services to be performed under this Agreement, in the minimum amount of \$2,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement. Further, Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the Services required by this Agreement.

B. Acceptability of Insurers. All insurance policies required by this Agreement shall be issued by an insurer authorized by the State of California to transact business of insurance with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide or by an insurer acceptable to the City’s Risk Manager.

C. Evidence of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers’ compensation. Insurance certificates and endorsements must be approved by the City’s Risk Manager prior to commencement of performance. Current certificates of insurance shall be kept on file with the City Clerk at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

D. Additional Insured Status. The commercial general and automobile liability policies shall provide or be endorsed to provide that the City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

E. Primary and Non-Contributing. The insurance policies provided by Consultant shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant’s insurance and shall not contribute with it.

F. Consultant’s Waiver of Subrogation. The insurance policies provided by Consultant shall not prohibit Consultant and Consultant’s employees, agents or subcontractors from waiving

the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

G. Self-insured Retentions. Any self-insured retentions must be declared to and approved by the City's Risk Manager. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

H. Cancellations or Modifications to Coverage. Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Section during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Section is canceled or reduced in coverage or limits, Consultant shall, within two business days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

I. City Remedy for Noncompliance. If Consultant does not maintain the policies of insurance required under this Section in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Section, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

J. Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with this Section 11 if they include any limiting endorsement of any kind that has not been first submitted and approved by the City in writing.

K. Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

L. Timely Notice of Claims. Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

M. Additional Insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

N. Indemnity Requirements not Limiting. Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under Section 10 of this Agreement.

O. City Manager Authority. The City Manager may, in writing, amend and/or waive the insurance provisions set forth in paragraph A herein. In such case, the Consultant shall comply with the insurance provisions required by the City Manager.

P. Subcontractor Insurance Requirements. Consultant shall require each of its subcontractors that perform Services under this Agreement to maintain insurance coverage which meets all of the requirements of this Section 11.

12. Mutual Cooperation.

A. City's Cooperation. City shall provide Consultant with all pertinent Data, documents and other requested information as is reasonably available for Consultant's proper performance of the Services required under this Agreement.

B. Consultant's Cooperation. In the event any claim or action is brought against City relating to Consultant's performance of Services rendered under this Agreement, Consultant shall render any reasonable assistance that City requires.

13. Records and Inspections. Consultant shall maintain complete and accurate records with respect to time, costs, expenses, receipts, correspondence, and other such information required by City that relate to the performance of the Services. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to City, its designees and representatives at reasonable times, and shall allow City to examine and audit the books and records, to make transcripts therefrom as necessary, and to inspect all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three years after receipt of final payment.

14. Suspension or Termination of Agreement.

A. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, after giving written notice to Consultant at least ten (10) days before the suspension or termination is to be effective. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

B. In the event of City's termination of this Agreement due to no fault or failure of performance by Consultant, City shall pay Consultant based on the actual value of work satisfactorily performed up to the effective date of termination. Upon termination, Consultant shall submit an invoice to the City pursuant to the provisions of Section 4 of this Agreement. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the Services required by this Agreement. Consultant shall have no other claim against City by reason of such termination, including any claim for compensation.

15. Force Majeure. Consultant shall not be liable for any failure to perform its obligations under this Agreement if Consultant presents acceptable evidence, in City's sole judgment, that such failure

was due to strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Consultant's reasonable control and not due to any act by Consultant.

16. Default.

A. Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant.

B. If the City Manager or his designee determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, City shall serve Consultant with written notice of the default. Consultant shall have ten calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

17. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

If to City:

City Manager  
City of Hidden Hills  
6165 Spring Valley Road  
Hidden Hills, California 91302

If to Consultant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

18. Prohibition of Assignment and Delegation. Consultant shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without City's prior written consent. City's consent to an assignment of rights under this Agreement shall not release Consultant from any of its obligations or alter any of its primary obligations to be performed under

this Agreement. Any attempted assignment or delegation in violation of this Section 18 shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section, “assignment” and “delegation” means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

19. **Attorney's Fees.** In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

20. **Entire Agreement.** This Agreement represents the entire integrated agreement between City and Consultant, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both City and Consultant.

21. **No Third Party Beneficiaries Intended.** This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement. The City shall not be obligated or liable under this Agreement to any party other than Consultant.

22. **Waiver.** No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the Party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

23. **Final Payment Acceptance Constitutes Release.** The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subcontractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, subcontractors and agents.

24. **Corrections.** In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work which may be disclosed during City's review of Consultant's reports or plans, or other submittals. Should Consultant fail to make such correction in a reasonably timely manner, such correction may be made by City, and the cost thereof shall be charged to Consultant. In addition to all other available remedies, City may deduct the cost of such correction

from any retention amount held by City or may withhold payment otherwise owed Consultant under this Agreement up to the amount of the cost of correction.

25. **Non-Appropriation of Funds.** Payments to be made to Consultant by City for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that City does not appropriate sufficient funds for payment of Consultant's services beyond the current fiscal year, the Agreement shall cover payment for Consultant's services only to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

26. **Governing Law and Choice of Forum.** This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a superior or federal court with geographic jurisdiction over the City of Hidden Hills.

27. **Time of the Essence.** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

28. **Exhibits; Precedence.** Exhibits A, B and C constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of Consultant's proposal, the provisions of this Agreement shall control.

29. **Non-Discrimination and Equal Employment Opportunity.** In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

30. **Severability.** Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

31. **Counterparts.** This Agreement may be executed in multiple counterparts, all of which shall be deemed an original, and all of which will constitute one and the same instrument.

32. **Corporate Authority.** Each person executing this Agreement on behalf of his or her Party warrants that he or she is duly authorized to execute this Agreement on behalf of that Party and that by such execution, that Party is formally bound to the provisions of this Agreement.

33. Statement of Experience. By executing this Agreement, Consultant represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to City. Consultant represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that Consultant is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public City.

In witness whereof, the Parties have entered into this Agreement on the date set forth above.