



REQUEST FOR PROPOSAL

INDEPENDENT AUDIT SERVICES

**CITY OF SAN JUAN CAPISTRANO
FINANCE DEPARTMENT**

**Intent to Propose Due on March 27, 2026
Proposal Due on April 24, 2026**

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1. INTRODUCTION

1.1 Purpose

The City of San Juan Capistrano (City) is requesting proposals from qualified independent certified public accounting firms to audit its financial statements for the **six fiscal years beginning with the fiscal year ending June 30, 2026**. This Request for Proposal (RFP) describes the required Scope of Services, the minimum information that must be included in the proposal, and the evaluation and selection process. For purposes of the RFP, the terms “Proposer”, “Auditors”, and “Firm” are interchangeable.

1.2 Intent to Propose, Due Date and Delivery

Proposers should email their **intent to propose** via email to jjayasinghe@sanjuancapistrano.org with a subject line that reads “Intent to Propose for Independent Audit Services” by the close of business on March 27, 2026.

Proposals must be submitted via email to jjayasinghe@sanjuancapistrano.org with a subject line that reads “Request for Proposal for Independent Audit Services”. The submitted proposals must be submitted on or before:

Time: 4 p.m.
Date: Thursday, April 24, 2026
Email: jjayasinghe@sanjuancapistrano.org

Proposals received after this time or submitted in any other manner will not be accepted.

1.3 Questions Concerning the RFP

Questions and requests for clarification and/or explanation regarding any aspect of this RFP, should be addressed to John Jayasinghe, Finance Manager, at jjayasinghe@sanjuancapistrano.org no later than 4:30 pm on Thursday, March 27, 2026. Submitted questions should use the following title in the subject line “Questions for RFP for Audit Services”.

The questions submitted and the written responses will be posted on the City Clerk’s website in accordance with the Project Schedule set forth below. Questions will not be taken by phone or fax.

The City is subject to the California Public Records Act and, therefore, the Respondent’s submissions, including questions and responses, may be made available to requesting parties if such information is requested from the City in accordance with the California Public Records Act. Respondents should exclude from submittal any information considered confidential.

1.4. Project Schedule

The solicitation, receipt and evaluation of Firms and the selection of the provider of independent audit services will correspond to the following schedule:

Release of RFP	March 16, 2026
Intent to Propose	March 27, 2026
Deadline for Written Questions	March 27, 2026
Responses to Questions Posted on Web	April 6, 2026
Proposals are Due	April 24, 2026
Firm Interviews (if held)	TBD
City Council Approval of Contract	May 19, 2026

All dates are subject to change at the discretion of the City.

1.5 Conditions for Proposal Acceptance

This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The City may waive any irregularity in any proposal. All proposals will become the property of the City. If any proprietary information is contained in the proposal, it should be clearly identified.

2. DESCRIPTION OF THE CITY GOVERNMENT

2.1 Contact Person

The audit firm's principal contact with the City, and contract administrator, will be John Jayasinghe, Finance Manager. Mr. Jayasinghe will coordinate the audit process each year, as well as the bid process for professional independent auditing services.

2.2 Background Information

San Juan Capistrano is a general law City incorporated in 1961. The City is located in the southeastern portion of Orange County, approximately 62 miles south of the City of Los Angeles and 65 miles north of the City of San Diego. The City occupies a land area of 14.4 square miles and serves a population of approximately 35,900. The City is empowered to levy a property tax on both real and personal property located within its boundaries. Increases in property tax rates are subject to voter approval. It is also empowered by state statute to extend its corporate limits by annexation, which has occurred periodically in the past when deemed appropriate by the governing council.

The City is governed by a five-member City Council under the council-manager form of government. The City Council is elected at large with staggered four-year terms and the positions of Mayor and Mayor Pro-Tem are selected amongst Council members annually. The Council appoints the City Manager, who in turn appoints the heads of the various departments.

The City provides a range of municipal services that include: public works, planning and zoning, parks and recreation, finance, City Clerk, and City Manager's office. Police services are provided by contract with the Orange County Sheriff's Department. Fire services are provided through the taxing authority of the County Structural Fire Fund and the Orange County Fire Authority. The City does not provide water or sewer services.

The City is financially accountable for two other legally separate entities: the San Juan Capistrano Housing Authority (which is presented in its component unit financial statements as a single enterprise fund) and the San Juan Capistrano Public Financing Authority (PFA). The PFA currently has no financial activity. The former San Juan Capistrano Community Redevelopment Agency (CRA) was dissolved on February 1, 2012. Upon the dissolution of the CRA, its assets and liabilities were transferred to the Successor Agency to the CRA. The City is obligated to report the resources and activities of the Successor Agency in a separate private purpose trust fund.

2.3 Fund Structure

The City uses the fund types listed below in its financial reporting. Each governmental and proprietary fund has a legally adopted budget conforming to GAAP. The City also adopts a seven-year capital improvement program annually.

<u>Fund Type</u>	<u>Number of Funds</u>
General Funds	5
Special Revenue Funds	16
Capital Projects Funds	4
Debt Service Funds	1
Enterprise Funds	3
Internal Service Funds	2
Agency Funds	2
Trust Funds	3

In addition, the City maintains governmental capital assets for infrastructure and general capital assets in the Governmental Capital Assets Fund and related long-term debt in the Governmental Long-Term Debt Fund.

2.4 Scope of Finance Department

The Finance Department consists of 7 employees in the following 3 divisions: Administration, Customer Service, and Accounting. The 5 employees in the Accounting Division perform the following functions for the City: accounts payable, miscellaneous accounts receivable, payroll, cash management, budgeting, financial reporting, purchasing, and cash receipts. The City uses Tyler Munis for its financial and payroll systems.

2.5 Budgetary Process

The level of budgetary control is at the department level. The City Manager or his/her designee may authorize transfers of appropriations up to \$50,000 between departments within each operating fund. Budget transfers between departments that exceed \$50,000 or for any capital projects funds must be approved by the City Council. The City utilizes an encumbrance system, whereby commitments such as purchase orders and unperformed contracts are recorded as reserved fund balances at year-end. Unexpended or unencumbered appropriations lapse at the end of the fiscal year. Encumbered appropriations are reappropriated in the ensuing year's budget by action of the City Manager or his/her designee.

2.6 Pension Plans

The City provides its full-time and certain part-time employees retirement and disability benefits, annual cost-of-living adjustments and death benefits to members and their beneficiaries through three defined benefit pension plans administered by the Orange County Employees' Retirement System (OCERS). Employees hired before January 1, 2012, participate in the 2.7% at 55 retirement plan ("Tier 1"). Employees hired from January 1, 2012, through December 31, 2012, are enrolled in the 2% at 57 retirement plan ("Tier

II"). New employees hired on or after January 1, 2013, are enrolled in the 2.5% at 67 retirement plan ("Tier III") as required by the State of California Public Employees' Pension Reform Act ("PEPRA"). The City makes contributions to the plans based on amounts determined by OCERS' actuaries.

The City also provides postretirement health care benefits to its employees in through the California Employees Medical and Hospital Care Act (PEMHCA), commonly referred to as "PERS Health". PEMHCA provides health insurance through a variety of Health Maintenance Organization (HMOs) and Preferred Provider Organizations (PPO) options. These benefits are available to employees who reach age 50 and completed at least 10 years of service to the City or qualify for disability retirement under OCERS. The City's implied subsidy for this program is currently financed on a pay-as-you-go basis.

2.7 Joint Ventures

The City is currently not a member of any joint ventures.

2.8 Availability of Prior Annual Comprehensive Financial Reports

Access to prior year Annual Comprehensive Financial Reports (ACFRs) are available on the City's website at the following address:

<https://sanjuancapistrano.org/Departments/Finance/Financial-Reporting/Financial-Reports-by-Subject>.

2.9 Schedule of Fieldwork

Upon receiving a Notice to Proceed from the City, the audit firm may contact John Jayasinghe, Finance Manager to schedule an audit planning meeting. The auditors shall provide a schedule for interim audit fieldwork and submit a detailed audit plan covering interim and final fieldwork dates, deadlines for issuance of draft and final reports, etc., prior to starting interim audit fieldwork. **Final exam fieldwork should commence on November 1st of each year.**

Each year of the audit contract in an audit planning meeting, a detailed audit plan and the impact of any new accounting standards on the City must be presented to Finance Department staff prior to commencement of interim audit fieldwork.

2.10 Audit Work Performed Virtually

Due to limited working space, it is the City's preference that all audit work be performed virtually (offsite) utilizing emails and web portals for requesting and providing documents needed by the auditors.

2.11 Entrance Conferences, Progress Reporting and Exit Conferences

At a minimum, the auditors will meet virtually with Finance staff for a planning meeting (entrance conference), after interim audit fieldwork but prior to beginning final audit fieldwork, and at or near the end of final fieldwork (exit conference). In addition, the auditors will provide regular status reports throughout the audit identifying issues, requested documents, timelines, etc., in order to meet a "no surprises" requirement in the administration of the audit.

3. NATURE OF SERVICES REQUIRED

The City is soliciting the services of qualified independent certified public accountant firms to audit its financial statements for six fiscal years beginning with the fiscal year ending June 30, 2026.

3.1 Scope of Work to be Performed

- The auditors will perform an examination of the City's basic financial statements and required supplementary information (RSI) in accordance with the auditing standards outlined in Section 3.2 below, with the objective of expressing an opinion on each opinion unit of the financial statements that collectively comprise the basic financial statements. In addition, the auditors will express an "in-relation-to" opinion on the combining and individual nonmajor fund financial statements, including budgetary comparison schedules. The auditors will determine that information provided in the introductory and statistical sections of the City's ACFR conforms to amounts reported in the basic financial statements. **The auditors will prepare all schedules and footnotes for the ACFR.** A draft of the financial statement schedules will be provided by December 15th of each year. The auditors will be responsible for rendering their opinion and provide the City one electronic copy of the finalized report in PDF format by January 15th of each year.
- The auditors will conduct an examination of the separate component unit financial statements of the San Juan Capistrano Housing Authority in accordance with the auditing standards outlined in Section 3.2 below. The auditors will prepare all schedules and footnotes for the Authority's financial statements. In order to meet the timeline for submission to City Council in December, a full draft of the Authority's financial statements must be provided by November 15th of each year.
- When applicable, the auditors will conduct an examination of the City's federal awards in conformance with the auditing standards outlined in Section 3.2 below. In addition to the audit of the federal awards, the auditor will review any materials included in the reporting package accompanying the data collection form. The auditors will prepare the single audit report and provide one electronic copy in PDF format by January 15th of each year. The auditors will complete the data collection form and required filing with the Federal Audit Clearinghouse and provide the City with one electronic copy in PDF format of the data collection form by January 15th of each year. In those years that a single audit is not required, the City will not be required to pay for the portion of audit cost broken down in the auditor's proposal for the single audit.
- The auditors will perform agreed-upon procedures to test and report on the GANN appropriation limitation calculation and render their report thereon by January 15th of each year.
- The auditors will issue a SAS 114 report addressed to the City Council at the conclusion of the audit.

- The auditors shall complete the City's annual Street Report and electronically file it with the State Controller's Office no later than December 1st of each year.
- The auditors shall complete the annual Cities Financial Transactions Report and electronically file it with the State Controller's Office no later than January 31st of each year.
- The auditors shall complete the San Juan Capistrano Public Financing Authority's annual Special Districts Financial Transactions Report and electronically file it with the State Controller's Office no later than January 31st of each year.
- The City has been a recipient of the GFOA Certificate of Achievement Award for Excellence in Financial Reporting for the past several years and plans to continue to participate in this program in the future. The auditors are expected to assist the City, as necessary, to meet the requirements of the Government Finance Officers Association of the United States and Canada (GFOA) Certificate of Achievement in Financial Reporting Program.
- During the interim audit planning meeting, the auditors are expected to inform Finance staff of new state and national developments affecting governmental finance and reporting standards and trends, and upcoming GASB pronouncements and to discuss the specific impacts of the same on the City's financial statements.
- The auditors are expected to be responsive to questions or requests made by the City during the course of the contract period. An option for early termination of the contract may be exercised by the City for persistent non-responsiveness by the audit firm to City questions or requests or for failure to meet the deadlines established in the RFP.

3.2 Auditing Standards to be Followed

To meet the requirements of this RFP, the audit shall be conducted in accordance with the following standards:

- Auditing standards generally accepted in the United States of America, as promulgated by the American Institute of Certified Public Accountants (AICPA) or any successor body. Such standards must include specific requirements founds in the AICPA audit guide, *Audits of State and Local Governments*.
- Government Auditing Standards, issued by the Comptroller General of the United States.
- The provisions of the Single Audit Act of 1996, as amended.

- The provisions of the U.S. Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.
- Specific auditing standards relating to any grant agreement determined to be material by the auditors for purposes of the examination of the basic financial statements.
- Any other applicable standards for conducting examinations and/or reports to be issued in conjunction with those items outlined in Section 3.1.

3.3 Retention and Access to Working Papers

- All working papers and reports must be retained, at the auditor's expense, for a minimum of five (5) years, unless the firm is notified in writing by the City of the need to extend the retention period. Should standard retention periods required by any of the standards identified in Section 3.2 be increased beyond 5 years, the increased retention period shall be followed. The auditor will be required to make working papers available, upon request by the City or its designees.
- The auditor shall respond to reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

3.4 Irregularities and Illegal Acts

The auditors shall report irregularities and illegal acts to appropriate officials in accordance with auditing standards.

3.5 Subcontracting

Should any firm submitting a proposal consider subcontracting portions of the engagement, that fact must be clearly identified in the proposal along with the name of the proposed subcontractor. Following the award of the audit contract, no additional subcontracting will be allowed without the express prior written consent by the City's CFO/City Treasurer.

3.6 Conflict of Interest

The audit firm must submit a disclaimer statement disclosing that the firm has no conflict of interest with regard to any of the work performed by the firm for the City. This disclaimer must be included in the Proposal Letter required in Section 4.3.

3.7 Acknowledgment of Contract Agreement

The audit firm shall enter into a contract with the City by signing the City's Professional Services Agreement. A sample copy of the Agreement is attached (Appendix A). The audit firm shall acknowledge acceptance of the terms and conditions described in the sample copy of the Agreement. If there are any exceptions to the term and conditions, the audit firm should include those exceptions in the Proposal Letter described in Section 4.3.

The Engagement Letter to be signed by the CFO must not contain language that conflicts with the terms of the attached prescribed form of agreement

4. PROPOSAL FORMAT AND CONTENT

4.1 Respondents shall submit a proposal that is clear, concise, complete, and demonstrates the qualifications and experience applicable to the Scope of Work.

- Proposal shall have a cover page with the: project title, proposal due date, and name, address, and telephone number of the Firm submitting the proposal.
- Proposal shall include a table of contents with a clear listing of headings and pages.
- Proposal shall use 10-point font, at a minimum, and shall be a maximum of 20 pages, excluding the fee section and resumes of key personnel.
- Firm shall submit one electronic copy in PDF format of the proposal.

4.2 Proposal Inclusions and Order

- Proposal Letter – The proposal letter must be completed and executed by an authorized representative of the Firm and include the following:
 - An executive summary (limited to 2 pages) of the proposal identifying the Firm/team being presented for consideration;
 - Contact person (and related information) for the City's correspondence regarding this RFP;
 - Acknowledgment of any addenda to the RFP;
 - Exceptions the Firm has to the RFP and/or Sample Professional Services Agreement, if any; and

- Disclaimer of conflict of interest as required in Section 3.6.
- Firm Qualifications and Experience
 - To qualify, a Firm must have extensive experience in audits of local governments. The Firm should state the size of the Firm, the size of the Firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed, and the number and nature of the staff to be so assigned to the engagement. Staff consistency on the engagement from the Auditor In-Charge position through the Engagement Partner position is an important consideration.
 - An affirmative statement should be included that the Firm and all assigned key professional staff are properly licensed to practice public accountancy in California.
 - The Firm shall provide information on the results of federal or state desk reviews or field reviews of its audits during the past three (3) years. The Firm shall provide information on the circumstances and status of any disciplinary actions taken or pending against the Firm during the past three (3) years with State regulatory bodies or professional organizations.
 - A copy of the firm's most recent peer review report should be provided as an appendix to the proposal

- List of City Clients Where Firm Prepared the ACFR
 - Please provide a list of all past or current city audit clients over the past five years for which your firm (not the client) prepared the ACFR, the fiscal years for which your firm prepared the ACFR for that client, and the name of the partner on that engagement.

- Client References
 - Please provide a list of not less than 5 client references for which services similar to those outlined in this RFP are currently being provided by the Firm's office that will be assigned responsibility for the audit. For each reference listed, provide the name of the organization, engagement partner, engagement manager, total hours for the project, dates for which the service(s) are being provided, type of service(s) being provided and the name, address, telephone number, and email of the principal client contact.

- SAS 99/114 Communications
 - In your proposal please describe how fraud inquiries or other communications that might involve councilmembers are handled and any flexibility that you have regarding the same.

- Partner, Supervisory, and Staff Qualifications
 - The Firm should provide as much information as possible regarding the number, qualifications, experience, and training of the specific staff to be assigned to this engagement.
 - Resumes for key personnel (engagement partners, technical review partners, managers, in-charge auditors, and any specialists) should be included (as an Appendix to the technical proposal), indicating the following:
 - whether such person is licensed to practice as a certified public accountant in California;
 - information on the government auditing experience of each person;
 - membership in professional organizations relevant to the performance of this audit.
 - Engagement partners, managers, in-charge auditors, and specialists may be changed if these personnel leave the firm, are

promoted, or are assigned to another office. These personnel may also be changed for other reasons with express written permission from the City. However, in either case, the Firm provides that replacements will have substantially the same or better qualifications and experience and the City retains the right to approve or reject replacements.

- Specific Audit Approach

The proposal should include a detailed work plan, including an explanation of the audit methodology to be followed in performing the services required in Section 3 of this RFP. The Firm should address any elements of the Scope of Work it believes are not addressed in Section 3 but are necessary to complete the work. The detailed work plan should include a list of all the deliverables. The following information should be included in the description of the firm's audit approach:

- Proposed segmentation of the engagement.
- Level of staff and number of hours to be assigned to each proposed segment of the engagement.
- Extent of use of EDP software in the engagement.
- Approach to be taken to gain an understanding of, document and test, where applicable, the City's internal control structure.
- Approach to be taken in including requirements of SAS 99, *Consideration of Fraud in a Financial Statement Audit*, within the audit plan.
- Identification of anticipated potential audit issues. (The proposal must identify and describe any anticipated potential audit/accounting issues, the Firm's approach to resolving these issues, and any special assistance that will be requested from City personnel.)

- Cost Section

The Firm's proposal shall include a section (cost proposal) that breaks down the cost of the audit for all six years covered by the proposal. The cost section (cost proposal) will be included as part of a single proposal that contains all of the information required by this RFP.

Costs shall indicate the total all-inclusive maximum price. The cost

proposal should include all pricing information relative to performing the audit engagement as described in this RFP. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs, including all out-of-pocket expenses. The City will not be responsible for expenses incurred in preparing and submitting the proposals. The cost proposal should also include the Firm's hourly rates by classification should the City desire additional services not covered by this RFP.

- 4.3 Respondents shall submit a proposal that is clear, concise, complete, and demonstrates the qualifications and experience applicable to the Scope of Work.

5. EVALUATION CRITERIA

The proposals will be evaluated using the following criteria and weightings:

- **Mandatory Requirements – 10%**
 - The Firm is independent and licensed to practice in California.
 - The Firm's professional personnel have received adequate continuing professional education.
 - The Firm has no conflict of interest with regard to any other work performed by the auditor for the City.
 - The Firm submits a copy of its most recent external quality control review report and the Firm has a record of quality audit work.
 - The Firm adheres to the instructions in this RFP on preparing and submitting the proposal.
- **Expertise and Experience – 40%**
 - The Firm's past experience and performance on comparable government engagements, including information received during client reference checks.
 - The Firm's quality of the Firm's professional personnel to be assigned to the engagement and the quality of the Firm's management personnel to be available for technical consultation.
- **Audit Approach – 30%**
 - The thoroughness of the approach to conducting the audit of the City and the demonstration of the understanding of the objectives

and scope of the audit.

- Adequacy of the proposed staffing plan for the various segments of the engagement.
 - The timeframe to complete the audit.
 - Reasonableness of audit approach, including practical considerations, impacts on client personnel, and information received from client references.
- Cost – 20%

20 points will be allotted to firms within 10% of the lowest cost proposer, 15 points to firms within 25% of the lowest cost proposer, and 10 points for all other proposers

6. SELECTION PROCESS

In accordance with its Municipal Code Section 3-4.306, the City will adhere to the following procedures in evaluating proposals. A Selection Committee (Committee), which comprises City's staff and may include outside parties, will screen and review all proposals according to the weighted criteria set forth above.

6.1 Responsiveness Screening

- Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their proposals.

6.2 Initial Proposal Review

- The Committee will initially review and rank all responsive written proposals based upon the Evaluation Criteria set forth above. The Committee will also contact the Proposer's references. Proposals that receive the highest evaluation ranking may be invited to the next stage of the evaluation process. The City may reject any proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by the City. An unacceptable proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award to the highest ranked proposer. Alternatively, the City may elect to negotiate directly with one or more Proposers to obtain the best result for the City prior to making a recommendation or selection.

6.3 Interviews, Reference Checks, Revised Proposals, Discussions

- Following the initial screening and review of proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview. The individual(s) from Proposer's firm that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the proposal.
- In addition to conducting an oral interview, the City may during this stage of the evaluation process also contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a proposal, and seek and review any other information deemed

pertinent to the evaluation process.

- Following conclusion of this stage of the evaluation process, the Committee will again rank all Proposers according to the evaluation criteria set forth above..

6.4 Final Selection

Recommendation for award is contingent upon the successful negotiation of final contract terms, including audit firm compensation. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

6.5 Other matters

Response Preparations: No reimbursement will be made by the City for costs incurred in the preparation of the response to this RFP. Submitted materials will not be returned and will become the property of the City.

Right to Reject Proposals: Submission of a proposal indicates acceptance by the submitting firm of the conditions contained in this request for proposal unless clearly and specifically noted in the proposal submitted and confirmed in the agreement between the City and the firm selected. The City reserves the right without prejudice to reject any or all proposals, or to waive any requirement of this RFP.

Proposer is encouraged to review this RFP carefully in its entirety prior to preparation of its Proposal. The City reserves the right to reject any or all Proposals or to select the Proposal most advantageous to the City. The City reserves the right to verify all information submitted in the Proposal.

A. Amendments to RFP. The City reserves the right to amend the RFP or issue to all Proposers a Notice of Amendment to answer questions for clarification.

B. No Commitment to Award. Issuance of this RFP and receipt of Proposals does not commit the City to award a Contract/ Agreement. The City expressly reserves the right to postpone the Proposal for its own convenience, to accept or reject any or all Proposals received in response to this RFP, to negotiate with more than one Proposer concurrently, or to cancel all or part of this RFP.

C. Amendments to Proposals. No amendment, addendum or modification will be accepted after the deadline stated herein for receiving Proposals. Proposer may modify or amend its Proposal only if the City receives the amendment prior to the deadline stated herein for receiving

Proposals.

D. Non-Responsive Proposals. A Proposal may be considered non-responsive if conditional, incomplete, or if it contains alterations of form, additions not called for, or other irregularities that may constitute a material change to the Proposal.

E. Late Proposals. The City will not be responsible for Proposals that are delinquent, lost, incorrectly marked, sent to an address other than that given herein, or sent by mail or courier service and not signed for by the City.

APPENDIX A

CITY OF SAN JUAN CAPISTRANO

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of [REDACTED], 20[REDACTED] by and between the City of San Juan Capistrano, a public agency organized and operating under the laws of the State of California with its principal place of business at 32400 Paseo Adelanto, San Juan Capistrano, CA 92675 ("City"), and [***INSERT NAME***], a [***INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY***] with its principal place of business at [***INSERT ADDRESS***] (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project:

[REDACTED]
(hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A." **[Alternatively, Scope of Services can be included here and all subsequent exhibits renumbered accordingly.]**

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B." **[Alternatively, Schedule of Charges may be included here and all subsequent exhibits renumbered accordingly.]**

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$_____ **[Insert amount of compensation]**. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. **[Insert Term or Time of Performance]**.

[If engaging the Consultant for a particular term, use the following provision]

The term of this Agreement shall be from **[Insert start date]** to **[Insert end date]**, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services

in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed (“Notice to Proceed”). **[If the City has specific milestones or timelines for performance, please input those requirements in the “Activity Schedule” attached as Exhibit C, otherwise delete Exhibit C.]** The Notice to Proceed shall set forth the date of commencement of work.

[If engaging the Consultant to perform a discrete task with a specified deadline, use the following provision]

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the City to proceed (“Notice to Proceed”). Consultant shall complete the services required hereunder within **[Insert number of calendar days for performance of the services – if more detail is required attach “Activity Schedule” as Exhibit C, otherwise delete Exhibit C.]** The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither City nor Consultant 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 but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances 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.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant’s services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant 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. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion

deleted

- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 combined single limit
Employer's Liability	\$1,000,000 per accident or disease
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant 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 Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant'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. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (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, Consultant'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 Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from

any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies 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 subconsultants and sub-subconsultants to comply with the same.

[Delete the following title and insert "Reserved", if not applicable.]

15. City Material Requirements.

Consultant is hereby made aware of the City's requirements regarding materials, as set forth in **[Insert the name of the document that contains the City's standard material requirements]**, which are deemed to be a part of this Agreement.

16. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Orange, State of California.

17. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

18. Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents,

produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

19. Organization

Consultant shall assign [REDACTED] as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:

City of San Juan Capistrano

32400 Paseo Adelanto

San Juan Capistrano, CA 92675

Attn: [REDACTED]

CONSULTANT:

[REDACTED]

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. 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.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

28. Time of Essence

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

29. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant 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 Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. 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 director, official, 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.

31. Federal Requirements *****INCLUDE THIS SECTION ONLY IF APPLICABLE; DELETE OTHERWISE AND DELETE ASSOCIATED EXHIBIT. YOU MAY ALSO NEED TO INCLUDE SOME INFORMATION IN THE RFP DUE TO FEDERAL FUNDING GUIDELINES. CONSULT LEGAL COUNSEL IF NECESSARY*****

When funding for the services is provided, in whole or in part, by an agency of the federal government, Consultant shall also fully and adequately comply with the provisions included in Exhibit "D" (Federal Requirements) attached hereto and incorporated herein by reference ("Federal Requirements"). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT

BETWEEN CITY OF SAN JUAN CAPISTRANO

AND [*INSERT NAME***]**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF SAN JUAN CAPISTRANO

[INSERT NAME OF CONSULTANT]

By: _____

[INSERT NAME]

[INSERT TITLE]

By: _____

Its: _____

Printed Name: _____

ATTEST:

By: _____

City Clerk

APPROVED AS TO FORM:

By: _____

City Attorney

EXHIBIT A
Scope of Services

EXHIBIT B

Schedule of Charges/Payments

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.

EXHIBIT C
Activity Schedule

EXHIBIT D

Federal Requirements

**CITY OF SAN JUAN CAPISTRANO
Proposal for Independent Audit Services**

Cost of Services (All-Inclusive/Fixed Fee)

Description	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	Total
Audit of City of San Juan Capistrano							\$ -
Audit of San Juan Capistrano Housing Authority							\$ -
Single Audit, when applicable							\$ -
Preparation of Annual Street Report							\$ -
Preparation of City State Controller's Report							\$ -
Preparation of San Juan Capistrano Public Financing Authority State Controller's Report							\$ -
Out of pocket expenses (please specify)							\$ -
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Billable Hourly Rates by Classification (for Additional Work)

Description	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31
Partner						
Manager						
Senior Auditor						
Staff Auditor						
Other (please specify)						