

CITY OF LA PALMA
Community Services Department
7821 Walker Street
La Palma, California 90623-1771

CITY COUNCIL
Nitesh Patel, Mayor
Michele Steggell, Mayor Pro Tem
Debbie Baker, Councilmember
Marshall Goodman, Councilmember
Mark Waldman, Councilmember

CITY MANAGER
Conal McNamara

COMMUNITY SERVICES DIRECTOR
Michael Belknap



REQUEST FOR PROPOSALS

FOR

WATER AND SEWER RATES STUDY SERVICES
(CITY PROJECT NO. 21-WTR-01)

DECEMBER 2020

REQUEST FOR PROPOSALS
FOR
WATER AND SEWER RATES STUDY SERVICES
(CITY PROJECT NO. 21-WTR-051)
CITY OF LA PALMA
COMMUNITY SERVICES DEPARTMENT

SUMMARY:

The City of La Palma is requesting proposals from qualified consultants, professional services to prepare a water and sewer rate study with a five year rate schedule, consistent with industry accepted cost-of-service principles, satisfying future revenue requirements and meeting State law requirements for the Water and Sewer Rates Study Services, City Project No. 21-WTR-01.

KEY DATES:

Proposals DUE: Tuesday, January 26, 2021 at 2:00 PM

Location: City of La Palma,
City Engineer's Office
7821 Walker Street
La Palma, CA 90623
Tel: (714) 690-3310

Award of Contract: March 2, 2021

Contact: Michael Belknap, Director
Community Services Department
7821 Walker Street
La Palma, CA 90623
(714) 690-3310
(626) 203-2849 cell
mbelknap#@cityoflapalma.org

INTRODUCTION:

The City of La Palma is requesting proposals from qualified consultants, professional services to prepare a water and sewer rate study with a five year rate schedule, consistent with industry accepted cost-of-service principles, satisfying future revenue requirements and meeting State law requirements for the Water and Sewer Rates Study Services, City Project No. 21-WTR-01.

SCOPE OF WORK:

The City requests a proposal for the preparation of a water and sewer rate study and shall include but are not limited to the following scope of work. The proposal shall include all services that can be reasonably expected for developing a five year rate schedule for water and sewer services, conducting community outreach, preparing and participation in Proposition 218 protest hearings and presentation to City Council. The scope of work is as follows:

1. Develop water and sewer rate structures that will allow the City to meet its financial obligations and ensure long term stability for the respective Enterprise Funds.
2. Identification and analysis of various direct costs as included in the adopted budget for each Enterprise Fund including all overhead costs, personnel, administrative and operational costs to ensure that all costs of service for each Enterprise Fund are being fully accounted for and are allocated among all customer classes in a fair and equitable manner, consistent with State law.
3. Assess current rate structure performance and cost-of-service allocations as a baseline for recommending changes. Include assessment of historical revenue, existing customer classifications, and cost of service distribution to existing classifications. Recommend changes that comply with Proposition 218 provisions and all federal, state and local rules and regulations.
4. Assessment of current revenue, estimation of future revenue and ability to meet projected revenue requirements based on historical and current budgets, current operational expenses, future system requirements, expected operational changes and Capital Improvement Plan projects including construction of a water treatment plant for iron, manganese and arsenic and possible costs related to additional Orange County Sanitation District costs for wastewater treatment. Inflation, debt service repayment, reserve balance level increases and other cash obligations should also be considered.
5. Analyze the effects of increased water conservation to the recommended rate structure and potential impacts on ability to fund operations and Capital Improvement Plan projects. Analysis of how 20% reduction will impact revenue and costs of both Enterprise Funds should be included.
6. Develop and propose new five year rate structures that include; all fixed costs for service, commodity costs, capital improvement and replacement costs, energy commodity costs, reserve fund appropriations and any proposed classification, tier structure, and alternative rate structures. Any proposed rate structure must be easy to understand and implement.
7. The Study shall include preparation of draft and final reports, presentations to City Council, up to three community workshops, preparation and participation in Proposition 218 hearings.

SCHEDULE

March 2, 2021	Award of Contract and Notice to Proceed
June 1, 2021	First Draft Due
June/July 2021	Up to 3 Meetings w/Individual City Council Members/Staff

August 24, 2021	Final Draft Due
September 7, 2021	City Council Presentation Authorization to Initiate Prop 218 Rate Increase Process
September-November 2021	Proposition 218 Hearings and Community Outreach
December 7, 2021	Adoption of New Water and Sewer Rates

As part of the process, Community Services staff will provide the following upon request:

- A. Records and information including financial reports, budgets, water consumption and production data.
- B. Staff support and assistance as required.

The consultant firm will be those of an independent contractor and not of an employee or officer of the City. The firm will be under the overall direction of the City Manager's designated representative (Project Manager).

SPECIFICATIONS FOR THE PROPOSAL:

The Proposal shall include, but need not be limited to the following information in the following order and format:

1. Cover letter

The cover letter should present the Consultant understanding of the project, the key issues and tasks and the Consultant ability to address them; include the name, address, email, and phone number of person(s) to contact regarding this proposal.

2. Relevant Experience

Provide the name and background information for each member of the firm who will do the actual work and staff who will work with the City on a regular basis. If sub-consultants are proposed, do the same for each sub-consultant.

Provide qualifications, including education and experience, of the proposed staff and other key personnel who will be assigned for the project from start to finish, including any sub-consultants. Expertise applicable to the work specified should be emphasized.

Provide at least five (5) references, within the past three years, from public agency clients for whom similar or comparable service have been performed. Include the name of the agency, mailing address, and contact name and telephone number.

Also indicate the type of project, description of Consultant activities and, if the project came in, over or under budget. Provide an explanation if the project was over budget.

Consultant must demonstrate clear understanding of the Proposition 218 process and capability to prepare all required documentation.

3. Conflict of Interest

Provide the names of entities associated with the proposer who may have a conflict of interest with any activity of this project. Provide details and reasons. Proposers are subject to disqualification on the basis of conflict of interest as determined by the City.

4. Project Organization and Timeline

The proposal shall include a work plan which includes major activities and a schedule for the project, deliverables and milestone dates. Describe how each task as outlined in the Scope of Work will be addressed including data requirements and interaction with City staff.

5. Cost

Include a not-to-exceed, total amount for the proposed scope of work in a separate, closed envelope, labeled accordingly. Separate the costs for each task and item under the Scope of Work for the project.

6. Contract

The selected firm will be required to enter into a Contract Services Agreement with the City (see attached). All proposals must include a statement that the company has reviewed the Agreement and finds the terms acceptable. If your company has concerns with the Contract Services Agreement, please note the specific concerns in your proposal.

SUBMITAL OF PROPOSAL:

Interested firms shall submit five copies of their proposal to the City of La Palma by **2:00 P.M., Tuesday, January 26, 2021.**

Proposals shall be directed to:

Douglas Benash, PE, QSD, City Engineer
Community Services Department
7821 Walker Street
La Palma, CA 90623
(714) 690-3310
(626) 203-2849 cell
cityengineer@cityoflapalma.org
dbenash@hotmail.com

Inquires may be directed to the Community Services Department by phone or fax.

All submitted packages shall be tilted/labeled:

WATER AND SEWER RATES STUDY SERVICES

Please submit one (1) original and one (1) electronic version on a flash drive, of the completed proposal to the City of La Palma, Office of the City Engineer, by 2:00 PM on Tuesday, January 26, 2021. Faxes will not be accepted.

All proposals, as well as any modifications, received by the City of La Palms after the hour and date specified above, will not be accepted. All proposals will become the property of the City of La Palma and will not be returned.

The proposal shall be signed by an officer or officers authorized to execute legal documents on behalf of the Proposer and shall contain a statement to the effect that the proposal is a firm offer for a 60-day period.

SELECTION PROCESS:

The City will select a Contractor to perform the consultant services based on the following criteria:

1. Most qualified, based on personnel and previous experience to perform the services requested by the City of La Palma.
2. Proposed scope of services, and demonstration of an approach to perform the City's architectural and design services.

The anticipated selection process is as follows:

1. SOQ/RFP submission deadline.
2. Review of firms based on SOQ/RFP submittal.
3. Interview the two top ranked Contractors (if deemed necessary by the City).
4. Select top ranked Contractor.
5. Negotiate final scope of services.
6. Award contract.
7. Perform services.

GENERAL INFORMATION:

The City reserves the right to request additional information from any and all Consultants. The City reserves the right to reject any and all proposals or a specific item or items of a proposal. The selected firm shall provide insurance policies in accordance with the requirements of the City's Contract Services Agreement.

All costs incurred in the preparation of the proposal, in the submission of additional information and/or in any other aspect of the proposal prior to the award of a written a contract will be borne by the proposing company. All proposals submitted to the City in response to this Request for Proposal shall become property of the City. After selection of the Contractor, all applicants will be notified of the City's decision.

**AGREEMENT FOR CONSULTANT SERVICES
[COMPANY NAME]**

THIS AGREEMENT FOR the CONSULTANT SERVICES (hereinafter, the "Agreement"), entered into as of [DATE], by and between the CITY OF LA PALMA, a municipal corporation (hereinafter, the "City"), and [COMPANY NAME], a corporation (hereinafter, the "Consultant"). The Consultant and the City are hereafter together referred to as the "Parties" and each individually as a "Party."

RECITALS

A. The City requires the services of, and desires to retain, a consultant to perform the services set forth and described in the Scope of Work attached hereto as Exhibit "A" and incorporated herein by this reference (hereinafter, the "Consultant Services").

B. By virtue of the Consultant's expertise, experience, and background, the Consultant is qualified to perform the Consultant Services for and on behalf of the City.

C. The City and the Consultant mutually desire to enter into this Agreement for the provision of the Consultant Services by the Consultant for and on behalf of the City, in accordance with the terms and conditions set forth herein.

EXECUTORY AGREEMENTS

NOW, THEREFORE, in consideration of the facts recited above and the covenants, conditions, and promises contained herein, the City and the Consultant mutually agree as follows:

SECTION ONE: RETENTION AND DUTIES OF CONSULTANT

1.1 The City hereby retains the Consultant, and the Consultant accepts this retention from the City, to perform the Consultant Services as set forth in the Scope of Work attached hereto as Exhibit "A".

1.2 The Consultant shall perform all services set forth in the Scope of Work in a competent and professional manner, and shall complete all such work, and each component thereof, within the time periods set forth in the Scope of Work.

1.3 In the performance of the Consultant Services, the Consultant shall report to and receive instructions from the [DEPT HEAD TITLE] of the City. Tasks or services other than those specifically described in the Scope of Work shall not be performed without the prior written approval of the [DEPT HEAD TITLE]. If the City changes the scope of the Consultant Services to be performed by the Consultant, or if the Consultant is requested to perform services not specifically described in the Scope of Work, the Consultant shall perform such services as are necessary to complete the work, and compensation for the work performed shall be paid by the City in accordance with the Budget and Fee Schedule attached hereto as Exhibit "B" and incorporated herein by this reference, or as otherwise may be agreed in writing by the City and the Consultant.

1.4 The Consultant shall not subcontract the performance of any of the Consultant Services without the prior written approval of the City.

1.5 All data, studies, drawings, plans, maps, reports, and other documents shall, upon payment in full for the Consultant Services, be furnished to and become the property of the City, without restriction or limitation upon their use.

1.6 The Consultant agrees that the following person shall be the project manager on behalf of the Consultant under this Agreement, and shall be principally responsible for performing the Consultant Services:

[PROJECT MANAGER]

Notwithstanding the foregoing, the parties acknowledge that persons other than the above-designated project manager of the Consultant may perform tasks or services under this Agreement if the performance of such tasks or services is under the supervision and control of the Consultant's project manager. The Consultant shall not alter the assignment of the above-designated project manager without the prior written approval of the [DEPT HEAD TITLE].

1.7 The City reserves and has the right and privileges, at its sole discretion and with or without cause at any time during the term of this Agreement, of suspending, canceling or terminating this Agreement or any work in connection with this Agreement. In the event of termination, all finished or unfinished data, studies, maps, reports, and other items prepared by the Consultant shall become the property of the City, and the Consultant shall promptly deliver such items to the City. In the event of termination, the City shall pay the Consultant for all authorized services performed and for all authorized and invoiced expenses incurred up to the date of termination of this Agreement, on a time and materials basis in accordance with the Budget and Fee Schedule attached hereto as Exhibit "B".

SECTION TWO: COMPENSATION TO CONSULTANT

2.1 The City shall pay to the Consultant for the performance of the Consultant Services compensation in accordance with the Budget and Fee Schedule attached hereto as Exhibit "B".

2.2 The Consultant shall invoice the City on a monthly basis for all work performed by the Consultant under this Agreement. Invoices shall include billings for all charges, including authorized direct costs incurred by the Consultant during the month covered by the invoice. All charges for labor or professional services shall describe with specificity the services rendered and shall set forth the number of hours worked and hourly rates in accordance with the Budget and Fee Schedule. Within thirty (30) days of receipt of an invoice, and upon determination by the City that the invoice is in order and that the Consultant has performed all requested or required services in a timely and competent manner, the City shall pay such invoice.

2.3 The Consultant shall maintain records on all services for and charges to the City under this Agreement for a period of not less than twenty-four (24) months after the completion or termination of this Agreement, and make such records available for review and audit if requested by the City at any time during the term, or within twenty-four (24) months of the completion or termination, of this Agreement.

SECTION THREE: LEGAL RESPONSIBILITIES

3.1 The Consultant shall keep fully informed of all Federal and State laws and regional, county, and municipal ordinances and regulations which may in any manner affect those employed by the Consultant or the performance by the Consultant of any tasks or services for or on behalf of the City. The Consultant shall at all times observe and comply with all such laws, ordinances, and regulations, and shall be responsible for the compliance therewith of all work and services performed by the Consultant by or on behalf of the City.

3.2 The Consultant is retained as an independent contractor only, for the sole purpose of rendering those professional services set forth in Exhibit "A" hereto or otherwise requested by the City, and is not an employee of the City. The City shall have the right to control the Consultant only as to results of the Consultant's services rendered pursuant to this Agreement, and the City shall not have the right to control the means by which the Consultant accomplishes the services performed under this Agreement.

3.3 The Consultant shall not discriminate against any employee or applicant for employment because of race, religion, sex, age, marital status, or national origin.

3.4 All proprietary information developed by the Consultant in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material, or software programs, shall be the sole and exclusive property of the City. The Consultant agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from the performance of the Consultant Services under this Agreement. The Consultant further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of services by the Consultant under this Agreement shall be made to the City, and that the Consultant shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by the City.

3.5 The Consultant agrees to perform all work to the reasonable satisfaction of the City. If the services performed under this Agreement are not satisfactory, the City has the right to take appropriate action, including but not limited to: (1) meeting with the Consultant, its agents or subcontractors to review the quality of the work and resolve matters of concern; (2) requiring the Consultant to have the work repeated at no additional fee until it is satisfactory; (3) withholding payment of City's compensation to the Consultant for any unsatisfactory work performed; (4) terminating this Agreement.

3.6 The Consultant shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the services or work performed by the Consultant under this Agreement. The Consultant shall indemnify, defend, and hold the City harmless from any and all suits, actions, or proceedings of every nature for or on account of the use of any patented or copyrighted materials.

3.7 Any time period specified in this Agreement for performance of services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the City or the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the delaying Party shall within ten (10) days of the commencement

of such delay notify the other Party in writing of the causes of the delay. If the Consultant is the delaying Party, the City shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the City such delay is justified. The City's determination shall be final and conclusive upon the parties to this Agreement. In no event shall the Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused. The Consultant's sole remedy shall be extension of this Agreement pursuant to this section.

3.8 The parties mutually acknowledge that the City has retained Consultant to perform the tasks and services set forth in this Agreement based upon the special skills, expertise, and experience of Consultant. Accordingly, in performing the tasks and services under this Agreement, Consultant shall use the skill and care that a highly specialized professional with significant expertise in the field, would use under similar circumstances. Further, the parties mutually agree that, to the extent that Consultant retains sub-consultants or subcontractors to perform any portion of any of the tasks or services under this Agreement, Consultant has a duty to the City to ensure that the tasks and services performed by such sub-consultants and subcontractors meet the same highly specialized professional level, skill, and expertise expected of Consultant.

3.8.1 Except as set forth in subdivision 3.8.2, Consultant shall indemnify, defend (with legal counsel acceptable to the City), and hold harmless the City, its officials, officers, and employees ("City Personnel") from and against any and all actions, suits, claims, demands, judgments, attorneys fees, costs, damages to persons or property, losses penalties, obligations, expenses, or liabilities ("Claims") that may be asserted or claimed by any person or entity arising out of Consultant's performance of any tasks or services for or on behalf of the City, whether or not there is concurrent active or passive negligence on the part of the City and/or any City Personnel, but excluding any Claims arising from the sole negligence or willful misconduct of City or any City Personnel.

3.8.2 The provisions of this subdivision 3.8.2 apply only in the event that Consultant is a "design professional" within the meaning of the California Civic Code Section 2782.8(c). If Consultant is a "design professional" within the meaning of Section 2782.8(c), then notwithstanding subdivision 3.8.1 above, to the fullest extent permitted by law (including, without limitation, Civil Code Sections 2782 and 2782.6), Consultant shall defend (with legal counsel reasonably acceptable to the City), indemnify, and hold harmless the City and City Personnel from and against any Claim that arises out of, pertains to, or relates to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Consultant, any sub-consultant, subcontractor, or any other person directly or indirectly employed by them, or any person that any of them control, arising out of Consultant's performance of any task or service for or on behalf of the City under this Agreement. Such obligations to defend, hold harmless, and indemnify the City or any City Personnel, shall not apply to the extent that such Claims are caused in part by the sole active negligence or willful misconduct of the City or such City Personnel. Consultant's cost to defend City and/or City personnel against any such Claim shall not exceed Consultant's proportionate percentage of fault with respect to that Claim; however, pursuant to Civil Code section 2782.8(a), in the event that one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with City (and, if applicable, other parties) regarding any unpaid defense costs. To the extent Consultant has a duty to indemnify the City or any City Personnel under this subdivision (b), Consultant shall be responsible for all incidental and consequential damages resulting directly or indirectly, in whole or in part, from Consultant's negligence, recklessness, or willful misconduct.

3.9 The Consultant shall not commence the performance of any work or services under this Agreement until the Consultant has obtained all insurance required hereunder, nor shall the Consultant allow any subcontractor to commence services under its subcontract until all such insurance has been obtained by the subcontractor. Current certification of insurance shall be kept on file with the City at all times during the term of this contract. The City reserves the right to require complete, certified copies of all required insurance policies, at any time. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Agency's Risk Manager. The Consultant shall take out and maintain at all times during the performance of this Agreement the following policies of insurance:

3.9.1 Workers Compensation Insurance to cover its employees as required by law; and the Consultant shall require all subcontractors to provide such compensation insurance for all of the latter's employees. Each such policy of worker compensation insurance shall carry the following endorsements:

(a) "The insurer waives all rights of subrogation against THE CITY OF LA PALMA, its officers, officials, agents, employees, and representatives."

(b) "This insurance policy shall not be canceled, limited or nonrenewed by the insurer until thirty (30) days after receipt by THE CITY OF LA PALMA of a written notice of such cancellation, limitation, or reduction of coverage."

3.9.2 Comprehensive General Liability Insurance for bodily injury, death, and property damage which may arise from the negligent performance of the Consultant, its employees, agents representatives, successors, and assigns while performing work or services under this Agreement, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate.

3.9.3 Comprehensive Automobile Liability Insurance, including owned, non-owned, and hired automobiles, in a minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury, death, and property damage.

Each such policy of insurance provided for in Paragraph 3.9.2 and 3.9.3 shall be in a form satisfactory to the City and shall contain the following endorsements:

(a) "THE CITY OF LA PALMA, its officers, officials, employees, and representatives, are hereby declared to be additional insureds under the terms of this policy with respect to the operations and activities of the named insured at or from the premises of THE CITY OF LA PALMA described above."

(b) "This insurance policy shall not be canceled, limited, or not renewed until thirty (30) days after receipt by THE CITY OF LA PALMA of a written notice of such cancellation, limitation, or reduction of coverage."

(c) "This insurance policy is primary insurance and no insurance held or owned by the designated additional insureds shall be called upon or looked to cover a loss under said policy; THE CITY OF LA PALMA shall not be liable for the payment of premiums or assessments on this policy."

3.9.4 Professional Liability Insurance to protect the City from the Consultant's negligent acts, errors, and omissions of a professional nature, with coverage in a minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

At least thirty (30) days prior to the expiration of any policy of insurance required under Paragraph 3.9.1, 3.9.2, 3.9.3 or 3.9.4, a signed complete certificate of insurance, with all endorsements provided herein, showing that such insurance coverage has been renewed or extended, shall be filed with the City.

3.10 The Consultant shall not assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the City; and any such assignment or other transfer without such consent shall be void.

3.11 Except as the City may specify in writing, the Consultant shall have no authority, express or implied, to act on behalf of the City in any capacity whatsoever as an agent. This Agreement does not grant to the Consultant any authority, express or implied, to bind the City to any obligation whatsoever.

3.12 In the event any action is commenced by one Party to this Agreement against the other to enforce any of the rights or obligations arising from this Agreement, the prevailing Party in such action, in addition to any other relief and recovery ordered by the court, shall be entitled to recover all statutory costs, together with reasonable attorney's fees.

SECTION FOUR: MISCELLANEOUS

4.1 Notices: All notices, invoices or other instruments required or permitted to be given under this Agreement shall be served by personal delivery or deposited in a United States mail depository, postage prepaid, and addressed as follows:

If to the City: CITY OF LA PALMA
7822 Walker Street
La Palma, California 90623
Attn: [DEPT HEAD TITLE]

If to the Consultant: [NAME OF COMPANY]
[ADDRESS OF COMPANY]

or such other address or person as either Party may indicate to the other in writing. Service of any instrument by mail shall be deemed effective forty-eight (48) hours after deposit in a United States mail depository, postage prepaid, and addressed as set forth above.

4.2 Integration: This Agreement represents the entire understanding of the City and the Consultant as to those matters contained herein, and no prior oral or written understanding shall be of any force or effect with regard to those matters covered by this Agreement. This Agreement may not be modified, altered, or amended except in writing signed by both the City and the Consultant.

4.3 Construction: This Agreement shall be construed in accordance with the laws of the State of California and as if drafted by both parties hereto.

4.4 Successors and Assigns: Subject to the provisions of Paragraphs 1.4 and 3.10 hereinabove, this Agreement, and all of the covenants, terms, and conditions hereof, shall be binding upon, and inure to the benefit of, the City, the Consultant, and their respective successors and assigns.

4.5 Authority of Signatories: The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by so executing this Agreement the Parties are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first written above.

CITY OF LA PALMA

By _____
[Mayor or City Manager]

ATTEST:

Kimberly Kenney, CMC
Deputy City Clerk

[NAME OF COMPANY]

By _____

[Title]

By _____

[Title]

APPROVED AS TO FORM:

RUTAN & TUCKER

By _____
City Attorney, City of La Palma

Exhibit A
Scope of Work

Exhibit B
Budget and Fee Schedule