

City of Los Alamitos



Request for Proposal (RFP) Targeted Zoning & Subdivisions Code Update 2017-2018

FOR

Development Services Department

Attn: Steven A. Mendoza
Development Services Director
3191 Katella Avenue
Los Alamitos, California 90720
(562) 431-3538, Extension 300
(562) 493-1255, Fax
E-mail: smendoza@cityoflosalamitos.org

Must be received by 2:00pm
Wednesday, April 12, 2017

RFP available at: <http://www.cityoflosalamitos.org>

NOTICE INVITING PROPOSALS

CITY OF LOS ALAMITOS Development Services Department



NOTICE OF REQUEST FOR PROPOSALS

Sealed proposals will be received at the office of the City Clerk of the City of Los Alamitos, 3191 Katella Avenue, Los Alamitos, California 90720 until 2:00 PM on April 12, 2017, at which time they will be publicly opened and read at the above stated time at the City Hall Council Chambers, as follows:

Targeted Zoning & Subdivisions Code Update 2017 – 2018

Proposals must be submitted on the City's Request for Proposal Forms and submitted in sealed envelopes marked on the outside, **"SEALED PROPOSAL FOR TARGETED ZONING & SUBDIVISIONS CODE UPDATE 2017-2018. DO NOT OPEN WITH REGULAR MAIL."**

The contract will consist of: The City of Los Alamitos seeks a consultant team to conduct a targeted update of the City's Zoning and Subdivisions Code.

Withdrawal of proposals shall not be permitted for a period of sixty (60) days after the date set for the opening thereof. The City reserves the right to reject any and all proposals.

City of Los Alamitos
Steven A. Mendoza
Development Services Director
3191 Katella Avenue
Los Alamitos, CA 90720

SECTION I - INTRODUCTION

A: **BACKGROUND**

The City of Los Alamitos invites qualified firms to submit Proposals for the attached Scope of Services. The City of Los Alamitos incorporated in 1960, and is located on the Northwest edge of Orange County. It is situated North of Seal Beach, East of Long Beach, South of Hawaiian Gardens, and West of Cypress. The City encompasses 4.3 square miles with a small population of approximately 11,500. The City is mature, urbanized, and, for the most part, built-out. Half of the community's 4.3 square miles is the federally operated Joint Forces Training Base (JFTB). The City Manager is hired by the City Council and oversees all day to day operations. Consultant will receive direction from both City Manager and the Development Services Director. For more information about the City, please visit the City website at <http://cityoflosalamitos.org/>.

B: **PROPOSED SCHEDULE**

SCHEDULE	
Distribution of RFP (advertised)	March 9, 2017
Pre Proposal Meeting	March 22, 2017 @ 4 p.m.
RFP Submittal Deadline	April 12, 2017 @ 2 p.m.
Oral Presentation/Interviews Scoring to be Completed by City Staff	TBD
Staff to Select Top Proposers	TBD
Council Award of Contract	TBD

C: **INSTRUCTIONS TO PROPOSERS AND PROCEDURES FOR SUBMITTAL**

One (1) original and one (1) Microsoft Word digital version of the Proposal must be submitted in a sealed envelope and submitted to the following address:

**City of Los Alamitos
Attn: Steven A. Mendoza
Development Services Director
3191 Katella Avenue
Los Alamitos CA 90720**

Proposers are solely responsible for ensuring their Proposal is received by the City in accordance with the solicitation requirements, before Submittal Deadline, and at the place specified. Postmarks will not be accepted in lieu of actual delivery. No oral, telegraphic, electronic, facsimile, or telephonic Proposals or modifications will be considered. The City shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery. Delivery of Proposals shall be made at the office specified in this REQUEST FOR PROPOSALS. All Proposals shall become the property of the City. Late Proposals will not be accepted and will be returned to the Proposer unopened.

SECTION II - PROPOSAL RESPONSE REQUIREMENTS

Proposers shall submit Proposal on or before the Submittal Deadline. If discrepancies are found between the copies, or between the original and copy or copies, the "ORIGINAL" will provide the basis for resolving such discrepancies. If no document can be identified as original bearing original signatures, Proposer's Proposal may be rejected at the discretion of the City.

It is imperative that all Contractors responding to the RFP comply exactly and completely with the instructions set forth herein. Proposals must be concise but with sufficient detail to allow accurate evaluation and comparative analysis. Proposals should be straightforward and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposal should be concise and be able to properly convey all information. All Proposals shall include the following information:

A: LETTER OF TRANSMITTAL

Please include a brief introduction and history of your firm. Be sure to state why you believe that your firm is the best qualified to provide such services to the City of Los Alamitos.

B: COMPANY DATA

Please submit the following information:

1. Official firm name and address
2. Name, address, telephone number and email address of the Proposer's point of contact
3. Indicate what type of entity (corporation, company, joint venture, etc). Please enclose a copy of the Joint Venture Agreement if entity is a joint venture
4. Federal Employer I.D. Number
5. The address, telephone numbers, and fax numbers of each of your firm's locations
6. A detailed statement indicating whether Proposer is totally or partially owned by another business organization or individual
7. Number of years Proposer has been in business under the present business name
8. All comparable contracts currently in effect
9. Please describe areas of specialization provided by the Proposer
10. Any failures or refusals to complete a contract and explanation
11. Financial interests in other lines of business
12. Known conflicts of interest

C: PROPOSALS

Proposals will be rated within the parameters below. Proposal should be concise and be able to properly convey all information.

Organization Name: _____					Lowest						Highest	
Criteria					1	2	3	4	5			
a. Experience of Firm/Team												
i. Relevant experience and expertise												
ii. Key personnel, past performance and community fit.												
iii. Effective and cohesive presentation skills												
b. Project Understanding and Technical Competence												
i. Quality of approach and methodology												
ii. Originality to conforming to community character												
iii. Adequate knowledge of local conditions.												
iv. All disciplines necessary for project represented.												
c. Quality of Proposal and Responsiveness												
i. Adequacy and accuracy of response to proposal												
ii. All tasks identified in proposal.												
iii. Project schedule reasonableness												
iv. All disciplines necessary for project represented.												
v. Presented new ideas which benefit the selection process												
d. Reasonableness of fee proposed												
i. All encompassing and adequate budget												
TOTAL SCORE										0		
<i>Rating Criteria:</i>										<i>Evaluators Name:</i>		
1	2	3	4	5						First: _____		
Does not meet minimum standards, not recommended	Meets some minimum standards, few good ideas	Meets the minimum standards, some good ideas	Above minimum standards, great ideas	Much higher than minimum standards, excellent ideas						Last: _____		

Proposals should:

1. Identify the individual that you propose for the task and indicate the number of years of experience and the overall capabilities, qualifications, training and areas of expertise of the firm.
2. Identify the support personnel that would work with the City and provide a brief description of their function. Include any changes you would propose, now or in the future, should your firm be awarded a contract with the City.
3. Describe systems/methods that would be utilized to provide services in a cost effective manner.
4. The City of Los Alamitos will require the firm with which a contract is established, prior to commencement of work, to provide evidence of appropriate insurance coverages. Proposer shall indicate the willingness and ability to submit proof of the required insurance coverage prior to execution of the contract.
5. The City seeks to identify and avoid any conflicts or possible conflicts of interest. The City reserves the right to prohibit participation, if a significant conflict of interest is determined to exist. Please address the following:
6. Please list any political contributions of money, in-kind services, or loans made to any member of a City Council within the last five years by the firm.
7. Please list all public agency clients for which your firm currently provides services.

8. Please list all public agency clients for which your firm previously provided services over the last ten years.
9. Describe any special services that may be provided by your firm to the City of Los Alamitos.

D: REFERENCES:

Proposer to provide three (3) references for which Proposer has provided similar services as set forth in the RFP within the last five (5) years. Include name of business, name of contact person, telephone number of contact person, description of services provided.

E: COMPENSATION/PAYMENT SCHEDULE:

Proposer is required to submit their cost proposal in the format outlined in Section V.

SECTION III - SCOPE OF SERVICES

The Scope of Services is attached.

SECTION IV - COMPENSATION

It is expected that all services will be billed monthly with reimbursable expenses listed separately.

A: HOURLY RATES

Identify your proposed billing rates as shown in the format displayed in the *Quotation Pricing Table*. Please list your minimum unit of time (i.e. 6 minutes, 8 minutes).

B: REIMBURSABLE EXPENSES

Identify your reimbursable expense unit rates as shown in the format displayed in the *Quotation Pricing Table*.

C: RATE ADJUSTMENTS

Proposer must state if the proposed rates are guaranteed for the term of the contract or if it is subject to adjustments. If subject to adjustments, Proposer must state the frequency of adjustments and how adjustments are determined.

D: PAYMENT

The City requests a monthly itemized statement which indicates work completed and hours of service rendered. The City shall, within 45 days of receiving such statement, review the statement and pay all approved charges. Please indicate if your firm is agreeable to this payment arrangement. If not, please describe your firm's preference for method of payment, payment terms, and your procedure for billing of retention, hours, and expenses and any other accounting requirements.

SECTION V - GENERAL CONDITIONS

AUTHORIZED SIGNATURES: Every Proposal must be signed by the person or persons legally authorized to bind the Proposer to a contract for the execution of the work. Upon request of the City, any agent submitting a Proposal on behalf of a Proposer shall provide a current power of attorney certifying the agent's authority to bind the Proposer. If an individual makes the Proposal, his or her name, signature, and post office address must be shown. If a firm or partnership makes the Proposal, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the Proposal, the Proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation.

AWARD OF PROPOSAL: Award will be made to the Proposer offering the most advantageous Proposal after consideration of all Evaluation Criteria set forth in Section III. The criteria are not listed in any order of preferences. An Evaluation Committee will be established by the City. The Committee will evaluate all Proposals received in accordance with the Evaluation Criteria. The City reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. Weight factors and evaluation scores will not be released until after award of Proposal. The City shall not be obligated to accept the lowest priced Proposal, but will make an award in the best interests of the City after all factors have been evaluated.

Discussions may, at the City's option, be conducted with responsible Proposers who submit Proposals determined to be potentially selected for an award. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of Proposals. In conducting discussions, the City will not disclose information derived from Proposals submitted by competing Proposers.

CANCELLATION OF SOLICITATION: The City may cancel this solicitation at any time.

COMPLIANCE WITH LAWS: All Proposals shall comply with current federal, state, and other laws relative thereto.

CONTRACT DOCUMENTS, EXAMINATION OF: It is the responsibility of the Proposer to thoroughly examine and be familiar with these RFP documents, general conditions, all forms, specifications, and addenda (if any), referred to as Contract Documents. Proposer shall satisfy himself as to the character, quantity, and quality of work to be performed and materials, labor, supervision, necessary to perform the work as specified by the Contract Documents. The failure or neglect of the Proposer to examine the Contract Documents shall in no way relieve him from any obligations with respect to the solicitation or contract. The submission of a Proposal shall constitute an acknowledgment upon which the City may rely that the Proposer has thoroughly examined and is familiar with the Contract Documents. The failure or neglect of a Proposer to receive or examine any of the Contract Documents shall in no way relieve him from any obligations with respect to the Proposal. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

COSTS: The City is not liable for any costs incurred by Proposers before entering into a formal contract. Costs of developing the Proposals or any other such expenses incurred by the Proposer in responding to the RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City. No reimbursable cost may be incurred in anticipation of award.

DISQUALIFICATION OF PROPOSER: If there is reason to believe that collusion exists among the Proposers, the City may refuse to consider Proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one Proposal for the same work unless alternate Proposals are called for. Reasonable grounds for believing that any Proposer is interested in more than one Proposal for the same work will cause the rejection of all Proposals for the work in which a Proposer is interested. If there is reason to believe that collusion exists among the Proposers, the City may refuse to consider Proposals from participants in such collusion. Proposers shall submit as part of their Proposal documents the completed Non-Collusion Affidavit provided herein.

INTERPRETATION OF CONTRACT DOCUMENTS: City reserves the right to make corrections or clarifications of the information provided in this RFP. If any person is in doubt as to the true meaning of any part of the specifications or other contract documents, or finds discrepancies or omissions in the specifications, he or she may submit to the City a written request for an interpretation or correction. Oral statement(s) interpretations or clarifications concerning meaning or intent of the contents of this RFP by any person are unauthorized and invalid. Requests for interpretations shall be made in writing and delivered to Development Services Director, City of Los Alamitos, 3191 Katella Avenue, Los Alamitos CA 90720 at least ten (10) days before the Submittal Deadline. The requesting party is responsible for prompt delivery of any requests. When the City considers interpretations necessary, interpretations will be in the form of an addendum to the Contract Documents, and when issued, will be sent as promptly as is practical to all parties recorded by the City as having received Contract Documents. All such addenda shall become a part of the contract. It is the responsibility of each Proposer to ensure the City has their correct business name and address on file. Any prospective Proposer who obtained a set of Contract Documents is responsible for advising the City that they have a set of Contract Documents and wish to receive subsequent addenda.

IRREGULARITIES: City reserves the right to waive non-material irregularities if such would be in the best interest of the City as determined by the City Council.

NON-EXCLUSIVE CONTRACT: The successful Proposer will enter into a NON-EXCLUSIVE contract and the City reserves the right to enter into agreements with other firms for services.

OFFERS OF MORE THAN ONE PRICE: Proposers are NOT allowed to submit more than one Proposal.

NO OBLIGATION: The release of this RFP does not obligate nor compel the City to enter into a contract or agreement.

PAYMENT TERMS: Discounts for payments made within 20 days from receipt of invoice will be considered in award of Proposal. Payment discounts must be clearly shown in the Proposal.

PROPOSAL, REJECTION OF: The City reserves the right to reject any or all Proposals or any part of a Proposal. The City reserves the right to reject the Proposal of any Proposer who previously failed to perform adequately for the City or any other governmental agency. The City expressly reserves the right to reject the Proposal of any Proposer who is in default on the payment of taxes, licenses or other monies due the City.

PROPRIETARY INFORMATION: Proposals must **NOT** be marked as confidential or proprietary. City may refuse to consider a Proposal so marked. Information in Proposals shall become public information and is subject to disclosure laws.

PUBLIC OPENING: There will be a public opening of Proposals. Prices and other Proposal information shall not be made public until the Proposal is awarded. At that time the submitted Proposal information and executed contract will become public information.

SEVERABILITY: If any provisions or portion of any provision, of this contract are held invalid, illegal or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

SUBCONTRACTOR INFORMATION: If the Proposal includes the use of subcontractors, Proposer must identify subcontractors and the specific requirements of this RFP for which each proposed subcontractor would perform services.

SUBCONTRACTOR REFERENCES: For all subcontractors that will be used on this project, Proposers must provide a minimum of two references from similar projects performed for any local government clients within the last three years. Information provided shall include:

- a. Client name
- b. Project description
- c. Dates (starting and ending)
- d. Technical environment
- e. Staff assigned to reference engagement that will be designated for work per this RFP
- f. Client project manager's name and telephone number.

TERMS OF THE OFFER: The City reserves the right to negotiate final contract terms with the Proposer selected. The City's standard form Professional Services Agreement (PSA) shall be used, and includes other provisions not described here. A standard Professional Services Agreement is attached for reference (*Appendix B*). Please review this very carefully and note in the body of your response any exceptions or alterations to the agreement. Alterations or changes to the agreement which were not in the Consultant Team's response will not be made after the selection of the Consultant Team. This includes alterations, exceptions, or changes to the insurance and indemnity provisions. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded Proposer's Proposal, and the awarded Proposer's Proposal. Specific exceptions to this general rule may be noted in the final executed contract. Proposer understands and acknowledges that the representations above are material and important, and will be relied on by the City in evaluation of the Proposal. Proposer misrepresentation shall be treated as fraudulent concealment from the City of the facts relating to the Proposal.

VALIDITY: Proposal must be valid for a period of 90 days from the due date.

WITHDRAWAL OF PROPOSAL: Proposers' authorized representative may withdraw Proposals only by written request received by the City Manager before the Proposal Submittal Deadline.

NON-COLLUSION AFFIDAVIT

I, _____, being first duly sworn, deposes and says that he or she is _____ of _____ the party making the attached Proposal; that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham Proposal, or that anyone shall refrain from proposing; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the Proposal price, or of that of any other Proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted his or her Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, Proposal depository, or to any member or agent thereof to effectuate a collusive or sham Proposal.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Name of Proposer _____

Signature _____

Name _____

Title _____

Dated _____

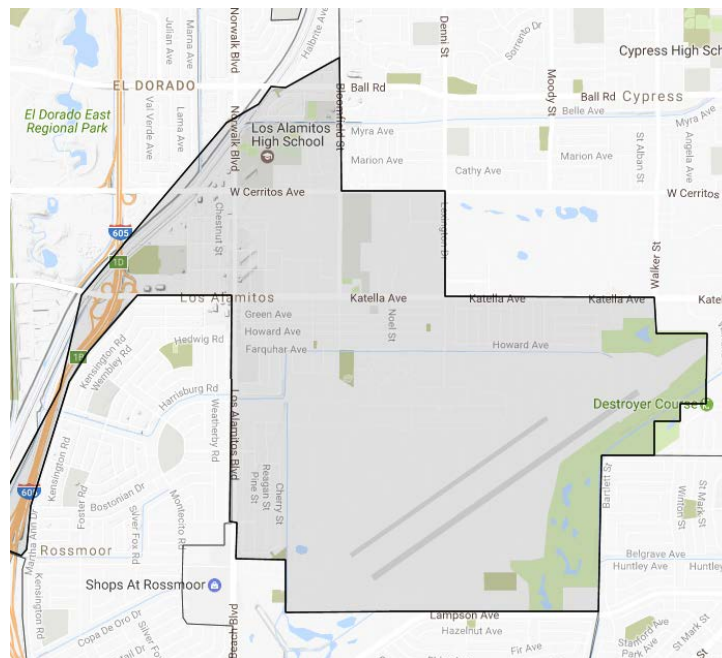
SCOPE OF WORK

Targeted Zoning & Subdivisions Code Update 2017-2018

The City of Los Alamitos Zoning Code was last partially updated in 2006. The City of Los Alamitos seeks a consultant team to update the City's Zoning Code and Subdivision Sections of the Municipal Code in accordance with the requirements set forth in the Scope of Work as detailed in the next section of this document.

The City is looking for a firm with experience in advising municipalities in all aspects of Zoning & Subdivision Code updates that would lead to Zoning & Subdivision Codes that conform to the recently adopted 2035 General Plan. The City is satisfied with the layout of the code, Land Use Procedures, and Zoning Code Administration. The City however is concerned with the lack of modern use definitions and the Uses permitted or conditionally permitted in all zones.

Area Map



The Scope of Work is meant as a guide to assist in the preparation of Proposals for a targeted update of the City's Zoning and Subdivisions Code. Consultants may submit Proposals which deviate from the Scope of Work if it is believed that such deviation will result in a superior product or process. Significant deviations should be explained in detail.

The supporting documents identified below can be accessed at this link:
http://cityoflosalamitos.org/?page_id=1308

Existing Zoning Code
Existing Zoning Map

The major tasks to be completed include the following:

Project Management

Project Management shall include management and supervision of the consultant team, including consultant-side monitoring of the project budget.

Scheduling

Develop a detailed schedule with milestones for adoption.

Coordinating

Coordinate contact and consultation with City Staff. Including periodic meetings and/or conference calls with City staff should be scheduled in order to address such concerns, and apprise City staff to discuss progress toward completion of the work program.

Project Initiation

The consultant will attend a meeting with City staff to further define roles and responsibilities, and paths of communication; to review and receive available project information; and to refine the work program.

Technical Analysis and Evaluation

The consultant shall collect and analyze relevant data, evaluate current City standards and General Plan policies, and identify issues, opportunities, and constraints.

Advisory Committee

The Consultant shall lead an Advisory Committee of 2 Council Members, 3 business persons and 2 planning Commissioners

Public Outreach

Outreach shall function as a follow-up from the General Plan Update conducted in 2011 and shall consider all of the previous efforts. The Consultant shall conduct a series of public meetings to receive additional input as needed from residents, business owners, property owners, developers and city leaders (for example, meeting with business owners about signage).

Draft Code Amendments

The consultant shall prepare a list of code amendments that shall address the following issues:
Discrepancies

Permitted and Conditionally Permitted Land Uses
Modern Definitions
Visual Diagrams and Graphics (user friendly)
Wireless Ordinance
Sign Ordinances
Massage
Cannabis/Marijuana

Final Code Amendments

The final document shall include all of the required components and shall reflect any changes as a result of Advisory Committee, Planning Commission and City Council hearings.

Look of Document

The final documents shall be user friendly and provide architects and developers guidance on quality design and developments.

Special Meetings

Consultant shall participate in a series of special meetings before the Advisory Committee.

Public Hearings

Consultant shall participate in all public hearings before the Planning Commission or City Council related to approval of the Zoning Code and Design Guidelines Update.

Environmental

An EIR was completed and certified with the General Plan. The consultant shall determine the level of environmental review and shall prepare the appropriate document. Staff anticipates that either an addendum or a supplemental EIR may be appropriate. Proposal should include costs of CEQA.

Project Website

The primary guiding principle for the public outreach program is to accommodate individuals and groups who are interested in the project by developing a set of outreach tools that “bring meetings and information to the people”. The primary tool to accomplish this objective is the project website.

At Conclusion of Project

Revised Digital and GIS Compatible Zoning Map (including a large scale wall mounted version).

Note: The City has already established the following provisions and components as part of the General Plan, which will not be required to be amended:

General Plan Land Use Diagram
Zoning Designations
Floor Area Ratios for non-residential
Residential density in all Zones

PRIORITY SCALE OF PROJECT

For the purposes of this RFP, all chapters of the Zoning Code and the Subdivisions section have been given a priority scale (see Attachment B) to help identify the level of update anticipated for this scope of work. Three (3) levels have been identified:

Level 1 - Minor or no updates needed (recently updated or in the process of being updated)

Anticipated that only minor updates, if any, will be needed
May need to update items for internal consistency
Will need to be re-formatted to match the rest of the Code (including use of tables, graphics, etc.)

Level 2 - Moderate level of updates needed

May need some content changes, new standards
Will need more clarity to be user friendly
Will likely need to update definitions and other items for internal consistency
Will need to be re-formatted to match rest of Code (including use of tables, graphics, etc.)

Level 3 - High level of updates needed

Will likely need significant content changes, development of new standards
Will need more clarity to be user friendly
Will need to update definitions and other items for internal consistency
Will need to be re-formatted to match the rest of the Code (including use of tables, graphics, etc.)

ATTACHMENT "B"

Level 1 - Minor or no updates needed
Level 2 - Moderate level of updates needed
Level 3 - High level of updates needed

CODE SECTIONS:

SUBDIVISION CODE CHAPTERS	LEVEL
Chapter 16.02 General Provisions	3
Chapter 16.04 Definitions	3
Chapter 16.06 Types of Maps Permitted	3
Chapter 16.08 Tentative Maps — Requirements for Filing	3
Chapter 16.10 Tentative Maps — Procedures	3
Chapter 16.12 Standards of Design	3
Chapter 16.14 Dedication	3
Chapter 16.16 Improvements, Monumentation and Security	3
Chapter 16.17 Dedication of Land for Park Facility and Payment of In Lieu Fees	3
Chapter 16.18 Fees In Lieu of Dedication or Improvement	3
Chapter 16.19 Conversion of Residential Dwelling Units to Condominiums	3
Chapter 16.20 Major Thoroughfare and Bridge Fees	3
Chapter 16.22 Taxes and Assessments	3
Chapter 16.24 Parcel Maps — Requirements and Procedures	3
Chapter 16.26 Final Maps, Requirements and Procedures	3
Chapter 16.28 Waivers and Exceptions	3
Chapter 16.30 Reversions to Acreage	3
Chapter 16.32 Certificate of Compliance	3
Chapter 16.34 Lot Line Adjustments	3
Chapter 16.36 Merger of Parcels	3
Chapter 16.37 Miscellaneous Provisions	3
Chapter 16.38 Notices of Violation	3
<u>ZONING CODE CHAPTERS – LEVELS OF UPDATE ANTICIPATED</u>	
<i>Division 1. Purpose and Applicability of Zoning Code</i>	
Chapter 17.01 General Provisions (beginning with applicability)	2
Chapter 17.02 Interpretation of Provisions	2
<i>Division 2. Zoning Districts, Allowable Uses, and Development Regulations</i>	
Chapter 17.04 Establishment of Zoning Districts, Adoption of Zoning Map	3
Chapter 17.06 Land Use Permit Requirements	1
Chapter 17.08 Residential Zoning Districts	3
Chapter 17.10 Commercial/Industrial Zoning Districts	3
Chapter 17.12 Special Purpose and Overlay Zoning Districts	3
<i>Division 3. Site Planning and General Development Standards</i>	
Chapter 17.14 General Performance Standards (particularly Property Maintenance)	3
Chapter 17.16 General Development and Use Standards	3
Chapter 17.18 Antennas	1
Chapter 17.20 Landscaping	3
Chapter 17.22 Local Landmarks	2
Chapter 17.24 Noise	3
Chapter 17.26 Off-Street Parking and Loading	3
Chapter 17.28 Signs	3
Chapter 17.30 Wireless Telecommunications Facilities	3
<i>Division 4. Standards For Specific Land Uses</i>	
Chapter 17.32 Adult Business	1
Chapter 17.34 Condominiums	2
Chapter 17.36 Hazardous Waste Facilities	2
Chapter 17.38 Miscellaneous Specific Land Uses	3

Chapter 17.39 Medical Marijuana and Cultivation	1
Division 5. Land Use/Development Review Procedures	
Chapter 17.40 Applications, Processing, and Fees	3
Chapter 17.41 Administrative Use Permits	1
Chapter 17.42 Conditional Use Permits	1
Chapter 17.44 Covenants for Easements	1
Chapter 17.46 Home Occupations	2
Chapter 17.48 Minor Modifications	2
Chapter 17.50 Site Plan Review	3
Chapter 17.52 Specific Plans	1
Chapter 17.54 Temporary Use Permits	3
Chapter 17.56 Variances	2
Chapter 17.58 Zoning Permits	1
Division 6. Zoning Code Administration	
Chapter 17.60 Administrative Responsibility	1
Chapter 17.62 Permit Implementation, Time Limits, and Extensions	1
Chapter 17.64 Nonconforming Uses and Structures	1
Chapter 17.66 Public Hearing Notice Procedures	2
Chapter 17.68 Appeals and Calls for Review	1
Chapter 17.70 Amendments	2
Chapter 17.72 Revocations and Modifications	1
Chapter 17.74 Enforcement	2
Chapter 17.75 Reasonable Accommodation	1
Division 7. Definitions	
Chapter 17.76 Definitions	3

Each proposal must include a Pricing Table completed and signed by an authorized representative of the respondent. The Proposer should provide billing rates for each key person assigned to the project, which include all direct and overhead costs. All elements of the cost proposal must be individually identified, (i.e. labor, benefits, insurance). These costs should be summarized in a table/matrix form.

QUOTATION PRICING TABLE

Task and Sub-task	Firm Name					Firm Name				
	Consultant Name, Title	Consultant Name, Title	Consultant Name, Title	Consultant Name, Title	Consultant Name, Title	Consultant Name, Title	Consultant Name, Title	Consultant Name, Title	Consultant Name, Title	Consultant Name, Title
1.0 Project Kick-off										
1.1 Background Data	Hours per sub-task by individual consultant									
1.2 Base Maps	Hours									
1.3 Kick-off Meeting	Hours									
2.0 PDA Profile										
2.1 ...	Hours									
2.2 ...	Hours									
2.3 ...	Hours									
Total Hours	Total hours per individual consultant									
Billing Rate (loaded)	Loaded Billing Rate of individual consultant									
Labor Costs	Sum of Labor Costs by individual consultant									
Total Firm Labor Cost	Sum of Labor Costs by Firm									
Expenses										
Mileage										
Printing										
Deliveries										
Traffic Counts										
Subconsultant Administration										
Reports										
Data Purchases										
...										
Other Expenses										
Total Expenses	Sum of Expenses by Firm									
Total per Firm	Labor and Expenses by Firm									
Grand Total										

Standard Fee Schedule	
STAFF LEVEL	HOURLY BILL RATE
Principal	\$X-\$X
Associate Principal	\$X-\$X
Senior Associate/Senior Scientist	\$X-\$X
Associate/Scientist	\$X-\$X
Project Planner/Project Scientist	\$X-\$X
Planner/Assistant Scientist	\$X-\$X
Graphics Specialist	\$X-\$X
Clerical/Word Processing	\$X-\$X
Intern	\$X-\$X
Sub-consultants are billed at cost plus X%. Mileage reimbursement rate is the standard IRS-approved rate.	

SAMPLE PROFESSIONAL SERVICES AGREEMENT (PSA)

(City of Los Alamitos/Name of Consultant)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Los Alamitos, a municipal corporation (“City”), and _____, a _____ (“Consultant”).

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant:

- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

3. DEFINITIONS

- 3.1 “Scope of Services”: Such professional services as are set forth in Consultant’s _____ proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in Consultant’s _____ fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 “Commencement Date”: _____.
- 3.4 “Expiration Date”: _____.

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 17 (“Termination”) below.

5. CONSULTANT’S SERVICES

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated

by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of _____ Dollars (\$_____.00) unless specifically approved in advance and in writing by City.

- 5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. _____ shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

6. COMPENSATION

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule and Section 5.1 of this Agreement above.
- 6.2 Consultant shall submit to City, an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. The invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of the invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty calendar days of receipt of the invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant unless otherwise required by law.
- 6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule nor to claim payment other than in compliance with this Agreement, including Section 5.1 above. Fees for such additional services shall be paid within sixty days of the date Consultant issues an invoice to City for such services.

7. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products" herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation

upon use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

8. RELATIONSHIP OF PARTIES

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

Under no circumstances shall Consultant look to City as its employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's (or its principal's) previously earned PERS retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation.

9. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

10. INDEMNIFICATION

10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, taxes, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.

10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and when City requests with respect to a claim, provide a deposit for the defense of, and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, and injury to any property arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole active negligence or willful misconduct of City. Such costs and expenses shall include reasonable attorneys' fees due to counsel of City's choice, expert fees and all other costs and expenses of litigation.

10.3 City shall have the right to offset against any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly, any indemnification arising under this Section 10 and any amount due City from Consultant arising

from Consultant's failure to (i) pay taxes on amounts received pursuant to this Agreement; (ii) satisfy obligations to any governmental entity, or (iii) comply with applicable workers' compensation laws.

10.4 The obligations of Consultant under this Section 10 are not limited by the provisions of any workers' compensation statute or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others as required herein, or if such agreements prove to be inadequate to protect City for any reason, Consultant agrees to be fully responsible and to indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

10.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies apply to the claim, demand, damage, liability, loss, cost or expense.

11. INSURANCE

11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) for each occurrence and in the aggregate for any personal injury including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, death, loss underground hazard, and explosion and collapse hazard where applicable. General Liability coverage shall be amended so that Consultant and its managers, affiliates, employees, agents, and other persons necessary or incidental to its operation are insured. Coverage shall be at least as broad as Insurance Services Office form number GL 0002 (Ed. 01/96) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001 (Ed. 01/96), including XCU (Explosion, Collapse & Underground) coverage where applicable.

11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident. Coverage shall be at least as broad as the coverage described in Insurance Services Office Form Number CA 0001 (Ed. 12/93)

covering Automobile Liability, Code 1 “any auto”, or Code 2 “owned autos” and Endorsement CA 0025. Coverage shall also include Code 8 “hired autos” and Code 9 “non-owned autos.”

- 11.1.3 Worker’s Compensation insurance if and as required by the laws of the State of California.
- 11.1.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).
- 11.1.5 Consultant shall procure and maintain Sexual Abuse/Molestation Liability Coverage with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate. Coverage may be provided as part of Commercial General Liability coverage, Professional Liability coverage, or as a separate policy.
- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meet all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A: VII in the latest edition of Best’s Insurance Guide.
- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay the premium(s) thereon at Consultant’s expense.
- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City’s Risk Manager a certificate or certificates of insurance showing that the policies required by this Agreement are in effect in the required amounts and naming City and its officers, employees, agents and volunteers as additional insurers. Consultant shall file with City’s Risk Manager such certificate(s) prior to commencement of work under this Agreement.
- 11.6 Consultant shall provide proof to City’s Risk Manager that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage at least two weeks prior to the expiration of the coverage.
- 11.7 The general liability and automobile policies of insurance required by this Agreement shall contain endorsements naming City and its officers, employees, agents and volunteers as additional insurers. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days’ prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions.
- 11.8 The insurance provided by Consultant shall be primary to any other coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant’s insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant’s employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

- 11.10 Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

12. MUTUAL COOPERATION

- 12.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 12.2 If any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

13. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts there from and to inspect all program data, documents, proceedings, and activities.

14. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.

15. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City:

City of Los Alamitos
3191 Katella Ave.
Los Alamitos, CA 90720
Attn: Steven Mendoza
Telephone: (562) 430-1073 x500
Facsimile: (562) 594-9657

If to Consultant:

Name of Consultant
Street Address or P.O. Box
City, State Zip Code
Telephone: (____) _____
Cell Phone: (____) _____

With courtesy copy to:

Cary S. Reisman, City Attorney
Wallin, Kress, Reisman & Kranitz, LLP
2800 28th Street, Suite 315
Santa Monica, CA 90405-6201 Telephone:
(310) 450-9582
Facsimile: (310) 450-0506

16. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 9, Section 10, Paragraph 12.2 and Section 13 of this Agreement shall survive the expiration or termination of this Agreement.

17. TERMINATION

17.1. City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant may terminate this Agreement for any reason on thirty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

17.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

18. PREVAILING WAGE LAW

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the services under this Agreement 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 City, its elected officials, officers, employees,

and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

19. GENERAL PROVISIONS

- 19.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 19.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability medical condition or any other unlawful basis.
- 19.3 The captions appearing at the commencement of the sections hereof, and in any sub-paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph at the head of which it appears, the section or paragraph, and not such heading, shall govern construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular and vice versa, in any place or places herein in which the context requires such substitution(s).
- 19.4 The waiver by City or Consultant of any breach of any term, covenant or condition of this Agreement shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition of this Agreement. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver.
- 19.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 19.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. If legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether or not reduced to judgment, shall be entitled to its reasonable court costs, including any accountants' and attorneys' fees incurred in such action. The venue for any litigation shall be Orange County, California and Consultant hereby consents to jurisdiction in Orange County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 19.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of

such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

19.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.

19.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between the parties with respect to the transactions contemplated herein. No prior oral or written agreements are binding upon the parties. Amendments hereto or deviations here from shall be effective and binding only if made in writing and executed by City and Consultant.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“City”

“Consultant”

City of Los Alamitos

By: _____
Bret M. Plumlee, City Manager

By: _____
Name and title of individual

Date: _____

Date: _____

Attest:

Approved as to form:

By: _____
Windmera Quintanar, CMC, City Clerk

By: _____
Cary S. Reisman, City Attorney

Date: _____

Date: _____