

REQUEST FOR PROPOSALS (RFP)

FOR

MANAGED IT & HELPDESK SUPPORT SERVICES



CITY OF STANTON

Administration Department

7800 Katella Avenue

Stanton, CA 90680

(714) 379-9222 | StantonCA.gov

Approved for Advertising:

HANNAH SHIN-HEYDORN

City Manager

HShinHeydorn@StantonCA.gov

(714) 890-4203

KEY RFP DATES (Subject to Change):

Issue Date:

Tuesday, April 4, 2023

Deadline for Questions:

Friday, April 14, 2023, at 4:30 pm PDT

Proposal Due Date:

Friday, May 12, 2023, at 4:30 pm PDT

Presentation/Interviews:

June 2023



I. GENERAL DESCRIPTION AND INTRODUCTION

The City of Stanton ("City") is requesting proposals from qualified firms to provide Information Technology (IT) network infrastructure, database administration, cybersecurity, and remote/on-site helpdesk services ("Managed IT & Helpdesk Support Services").

The City has approximately 44 full-time and 30 part-time employees in six major departments across four locations, generating an average of 40 IT helpdesk tickets per month. The City currently has a hybrid IT services model, with one full-time in-house staff member supported by a contractor for IT management services.

Proposals must conform to the requirements of this Request for Proposals (RFP), and proposals must be submitted in a sealed envelope to the Administration Department no later than **4:30 p.m. on Friday, May 12, 2023**.

The City reserves the right to waive any irregularities in any proposal, or to reject any proposal that does not comply with this RFP. The City alone, using criteria determined by the City, will select the most qualified candidate.

The successful contractor will be required to enter into an agreement with the City, which will include the requirements of this RFP as well as other requirements to be specified at a later date. By submitting a proposal, the Contractor agrees to all the terms of this RFP.

All questions and/or inquiries regarding this RFP shall be directed to Jason Huynh, Management Analyst, via email at JHuynh@StantonCA.gov by **4:30 p.m. on Friday, April 14, 2023**. Responses to inquiries, if they significantly change or clarify the RFP requirements or any aspect of the procurement process, will be forwarded via written (emailed) addenda to all proposers and posted publicly.

II. SCOPE OF SERVICES

The City is seeking qualified contractors with a minimum of five (5) years of experience providing Managed IT & Helpdesk Support Services similar to those requested in this Scope of Services. Contractor shall furnish all labor, including travel and per diem, materials, non-consumable supplies, equipment,



transportation, and every other line-item of expense necessary to successfully provide Managed IT & Helpdesk Support Services.

Contractor shall be proactive in regularly reviewing all aspects of the City's IT environment, identifying potential improvements as well as addressing security vulnerabilities, and making specific and relevant recommendations. The City expects a high degree of visibility into IT operations and requires regular meetings and reports. Contractor will present **monthly management-level status reports** to review work performed, network availability, a summary of helpdesk tickets, security issues and concerns, and upcoming IT projects and procurements. These status report meetings may be held every two weeks during the transition and stabilization period.

The City may also request that the Contractor review competitive analysis information for IT-related procurements and make recommendations for supplier awards.

Contractors shall be **available 24 hours a day, 7 days a week** to assist with the following major operations:

- Helpdesk operations
- Workstation management
- Server infrastructure management
- Network security
- Data backup and recovery

The City anticipates that the Managed IT & Helpdesk Support Services will **initially require 32 hours per month of on-site support**. The City, at its sole discretion, may later adjust support hours and monthly fees down to 24 hours if deemed adequate to cover the required services.

HELPDESK OPERATIONS

Helpdesk services are the remote and on-site activities required to coordinate and respond to incidents and service requests made by City end-users and technical staff. Service request tickets may be for hardware, operating system, and application support. The helpdesk shall act as the single point-of-contact for escalation and resolution of all incidents related to City technical requests. Helpdesk services are to be provided **24 hours a day, 7 days a week**. Helpdesk services should generally follow the outlined procedure:

1. Receive and process valid service requests (log, track, dispatch/reroute).
2. Diagnose the problem and, when possible, implement corrective actions to resolve the problem. If remote resolution is not possible, assign case to the appropriate City IT staff or third-party vendor.
3. Ensure that all service requests are escalated appropriately and resolved in a timely manner.
4. Provide remote and on-site helpdesk assistance as needed to meet agreed-upon Service Level Agreements (SLAs). See **EXHIBIT A**, “Service Level Agreements,” for an SLA template.
5. Conduct root-cause analysis of chronic problems to identify preventative measures and self-help solutions, wherever possible.

The City currently uses the following software applications / cloud services (specified purpose) that may need support services—note that this list is non-exhaustive and that the City is open to alternative products:

- ❖ Microsoft Office 365 (including SharePoint and OneDrive)
- ❖ Adobe Acrobat Pro
- ❖ Adobe Creative Cloud (including PhotoShop)
- ❖ Credit card machines
 - Must maintain Payment Card Industry Data Security Standard (PCI-DSS) compliance
- ❖ AFC Neo controller (fuel management)
 - Virtual machine requires regular backups
 - System needs upgrading
- ❖ BlueBeam Revu (PDF markup app for permit reviews)
- ❖ Lenel (access control)
- ❖ VPN
 - Must support x86 and ARM architecture and maintain certificates
- ❖ Microsoft Access Directory (access control)
- ❖ SentinelOne (antivirus)
- ❖ Barracuda (data backup and email content filtering)
- ❖ Verizon Wireless (DNS hosting/management)
 - Service will be transferred to GoDaddy
- ❖ GoDaddy (SSL certificates)
- ❖ Other homegrown custom systems, including a work order and IT service management system



There are other software applications / cloud services that the City utilizes, but support services for those applications are provided through another vendor. Contractor will be responsible for assigning cases involving those applications to the appropriate third-party vendor.

WORKSTATION MANAGEMENT

Workstation management includes supporting all personal computers, laptops, personal printers, and peripherals, along with the software needed for or installed on the devices. Setups of such devices should be coordinated to minimize disruption and data loss. Workstation management also includes **management of user accounts** (create, disable, delete) **and network access** (security permissions, VPN access). High-level orientations for the end-user shall demonstrate that the device is fully operational for standard applications and network services.

In addition, Contractor shall be responsible for the relocation and/or disposal of retired equipment and the return of leased equipment. Contractor shall maintain at all times an **up-to-date City asset management database**, inventorying system and network configurations, license and warranty expirations, and life expectancy. The City's asset management database is critical to the City's **infrastructure replacement/refresh schedule**, which Contractor shall assist with developing and implementing.

The City's current computing environment consists of the following:

- 90 Windows 10/11 Desktops (Minis Forum, HP, Dell)
- 4 Linux Desktops
- 45 Windows 10/11 Laptops/Tablets (Microsoft, Dell)
- 65 other wireless devices (phones, hotspots, SIM cards)
- 13 virtual machines
- 5 DTEN interactive whiteboards
- Audio-visual equipment

The City's Voice over Internet Protocol (VoIP) phone system, SD-WAN circuits, and multi-function devices (MFDs/copier-printers) are leased through and managed by third-party vendors.

SERVER INFRASTRUCTURE MANAGEMENT

The City's current server environment consists of the following:

- 5 servers (Dell, HP)—includes 1 Windows Server Update Services (WSUS) server
- 2 domain controllers
- 1 storage area network drive
- 1 backup drive

NETWORK SECURITY

Network security involves maintaining the City's antivirus/anti-malware system across all servers, end-user devices, emails, and more; maintaining and enhancing the keyless entry system; implementing multi-factor authentication; leading security awareness training and phishing simulations; monitoring for vulnerabilities or failures in critical equipment; and alerting designated City personnel of such vulnerabilities and failures.

Contractor shall apply updates and patches to operating systems, applications, and hardware as they are made available. All on-site systems support for all City hardware devices shall be coordinated to ensure minimal disruption of ongoing City operations. Other proactive security measures that the Contractor should be able to deliver are Managed Detection & Response (MDR) and DNS protection. Although outside of the scope of this RFP, the City is considering having regular network vulnerability tests.

The City's current network environment consists of the following:

- 31 Ubiquiti (small business) switches
- 2 Cisco switches
- 10 Ubiquiti UniFi wireless access points
- 1 fiber optic line (50M/50M)—managed by a third-party vendor
- 20 Ubiquiti security cameras
- 2 Cisco routers
- 4 FortiGate firewalls—managed by Fortinet

The City's FortiGate firewalls and website are managed (at least in part) by third-party vendors.

DATA BACKUP AND RECOVERY

The City utilizes Barracuda to backup all of the City's data daily to a Network Attached Storage (NAS) device. As the City's backup appliance is nearing capacity, Consultant shall provide support for the upcoming migration to an



upgraded appliance. Consultant shall ensure that backup processes are scheduled and performed successfully, such that all backup media are accessible and files can be successfully restored. The Emergency Operations Center (EOC) is currently being revamped to have an independent SharePoint site.

III. SUBMISSION REQUIREMENTS

In order to be considered, the Contractor must submit before the deadline one (1) electronic copy of the complete proposal to: JHuynh@StantonCA.gov.

Contractors must submit their proposals as set forth below:

- Proposals shall be titled “**Proposal to Provide Managed IT & Helpdesk Support Services**”.
- All materials shall be sized to 8 ½” x 11” sheets, with a minimum of 11-pt font, and saved to a PDF version for transmission.
- Proposals should not include any unnecessarily elaborate promotional material.
- Proposals should be clear and concise—lengthy narrative is discouraged.

A complete proposal consists of the following four (4) elements: letter of transmittal, services proposal, proposal acknowledgement form, and separate fee proposal.

LETTER OF TRANSMITTAL

The Letter of Transmittal shall be addressed to Hannah Shin-Heydorn, City Manager, and, at a minimum, must contain all of the following information:

- Identification of the contractor. Identification shall include the legal name and corporate address of the company. Identification shall also include the telephone number, fax number (if applicable), and email address of the contact person for the period of proposal evaluation.
- A statement representing that the contractor has thoroughly examined and become familiar with the work required in this RFP and attesting that the contractor is capable of performing quality work to achieve the objectives of the City of Stanton.
- Acknowledgment of receipt of all addenda, if any.



- Signed statement attesting that all information submitted with the proposal is true and correct.
- A statement declaring that the proposal shall remain valid for a period of not less than one hundred twenty (120) days from the date of submittal.
- Signature, name, and title of the official authorized to bind contractor to the terms of the proposal.

SERVICES PROPOSAL

The Services Proposal shall consist of the following sections (in order):

1. Qualifications, Relevant Experience, and References

This section of the proposal shall establish the ability of the Contractor to satisfactorily perform the required work by reasons of:

- Experience in performing work of a similar nature to the required services shown in the Scope of Services
- Proven competence in the services to be provided; strength and stability of the firm
- Staffing capacity
- Track record of meeting schedules on similar projects and supportive client references

This section shall, at a minimum:

- Provide a brief profile of the Contractor's firm, including the types of services offered; year founded; type of organization (i.e., corporation, limited liability company, partnership, or sole proprietorship); Federal Employer ID Number (FEIN); contractor license number (if applicable); website; number, size, and location of offices; and total number of employees.
- Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, settlements paid in the last five years, pending litigation, planned office closures, impending merger, etc.) that may impede the Contractor's ability to provide these services.
- Describe the firm's relevant experience in performing work of a similar nature to that solicited in this RFP, highlighting the participation in such work by the key personnel proposed for assignment to the City.



- Identify sub-contractors by company name, address, contact person, telephone number, email address, and project function, if applicable. The list should include a summary of the roles and responsibilities of each sub-contractor.
- Provide a minimum of three (3) references for completed work in the past five (5) years similar to the required services shown in the Scope of Services. Furnish the name, title, address, telephone number, and email address of the person at each client agency/organization who is most knowledgeable about the work performed. Include a description of the services provided, timeframe of work, and total cost.
- Provide a list of all public agencies that have terminated contracts with the firm in the last five (5) years. Furnish the name, title, address, telephone number, and email address of the person at each client agency/organization who is most knowledgeable about the work performed. Include a description of the services provided, timeframe of work, and total cost. The firm is permitted to briefly explain the reason(s) for termination(s), as well.

2. Proposed Team

- Furnish brief résumés (two pages maximum per résumé) for the proposed Project Manager (day-to-day contact) and key personnel (including sub-contractors).
- Describe key personnel's specialized training, experience, and professional competence in the area(s) directly related to this RFP.
- Describe the specific project responsibilities for each key personnel member.
- Include a statement that key personnel will have undergone criminal background and fingerprinting checks (at Contractor's sole expense) that finds such personnel clear of any sexual, drug-related, or felony convictions.
- Include a statement that key personnel will be available to the extent proposed for the duration of the required services, acknowledging that no person designated as "key" shall be removed or replaced without the prior written concurrence of the City.

3. Approach



Contractor shall provide a detailed narrative of the project approach, methodology, and services they will employ. Contractor shall include a detailed description of specific activities, if any, they will require of City staff. Contractor shall provide timeframes for the transition.

4. Exceptions and Deviations

Contractor shall state any exceptions or deviations from the requirements of this RFP, segregating “technical” exceptions from “contractual” exceptions. Any Consumer Price Index (CPI) and other annual cost increases are to be noted as contractual exceptions. Where the Contractor wishes to propose alternative approaches to meeting the City’s technical or contractual requirements, these shall be thoroughly explained. If no contractual exceptions are noted, Contractor will be deemed to have no objection to the contract requirements as set forth in **EXHIBIT B**, “Sample Professional Services Agreement.”

SEPARATE FEE PROPOSAL

In a separate file, Contractor shall provide their cost proposal. Pricing shall be based on a fixed-price, all-inclusive basis, with individual fees detailed by line-items. If needed, Contractor shall include a reimbursables budget for any reproduction, mileage, mailing, etc. All taxes and licenses, including, but not limited to, a Stanton City Business License, required for this work shall be obtained at the sole expense of the Contractor. Be sure to state any assumptions on which costs are based.

Any special materials will be purchased by the Contractor only after discussed and authorized by the City’s (contract) Representative or designee in writing. When the Contractor is performing, or is requested to perform, work beyond the Scope of Services, an amendment to the Professional Services Agreement will be executed between the City and Contractor. In such instances, payment will be based on the hourly rates identified in the Allocation of Resources Table & Rate Sheet.

IV. SELECTION CRITERIA

Submitted proposals will be evaluated based on the following factors, but may not be limited to just these factors:



Criteria	Approximate Weight
Approach to providing services, including the methods and techniques to be utilized for assessment and ongoing management, transition plan, and customer service	25%
Demonstrated record of success on similar work performed for other municipalities or enterprises	20%
Cost of the services to reflect value and fiscal prudence	20%
Qualifications of the specific individuals who will provide the services	20%
Ability to perform all of the services outlined in the “Scope of Services”	15%

V. SELECTION PROCESS

Selection of the Contractor will be made in accordance with the provision of Chapter 10 of the California Government Code, Sections 4526 and 4529.5, stating that the selection of professional services is made based on competence and qualifications for the types of services to be performed at a fair and reasonable price. The fee proposals will be opened and evaluated after qualification evaluations of all proposers are complete. The contract award shall be made to the Contractor providing the best value to the City.

Each proposal will be reviewed to determine if it meets the submittal requirements contained within this RFP. Failure to meet the requirements for the RFP will be cause for rejection of the proposal. The City may reject any proposal if it is conditional, incomplete, or contains irregularities. The City may request written clarification or additional documentation for any proposal. The City may waive an immaterial deviation in a proposal, but this shall in no way modify the proposal document or excuse the Contractor from compliance with the contract requirements if the Contractor is awarded the contract.

The City reserves the right to require in-person interviews with and/or presentations from Contractors, if deemed necessary, after the evaluation of the written proposals. In this case, the Contractors of the highest-scoring written proposals will be invited to interviews/present prior to final selection of the Contractor.

The successful Contractor to whom work is awarded shall, within ten (10) days after being notified, enter into a contract with the City for the work in accordance with the specifications and shall furnish all required documents



necessary to enter into said contract. Failure of the successful bidder to execute the contract within the ten (10)-day window shall be just cause for the City to contract with the next responsible Contractor.

A kick-off meeting shall be held after the final execution of the contract. Contractor and its team will meet with City staff to conduct introductions, discuss scope of services, and confirm the implementation process.

VI. GENERAL PROVISIONS

Pre-contractual expenses are defined as expenses incurred by the Contractor in: (1) preparing the proposal; (2) submitting the proposal to the City; (3) presenting during the selection interview; (4) negotiating with the City on any matter related to the proposal; and (5) any other expenses incurred by the Contractor prior to an executed Agreement.

The City shall not, in any event, be liable for any pre-contractual expenses incurred by the Contractor. Services shall not commence until the Professional Services Agreement has been executed by the City.

By submitting a proposal, Contractor attests that they have not been a party to any collusion among proposers in restraint of freedom of competition. This means that the Contractor has not directly or indirectly entered into any agreement, express or implied, with any other proposer(s) for the purposes of controlling the price or scope of services of said proposal or limiting the number of proposals submitted to the City.

The City reserves the right to retain all proposals submitted, and to use any idea in a proposal, regardless of whether the proposal was selected. Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code Sec. 6250 *et seq.*). Any language purporting to render the entire proposal confidential or proprietary will be ineffective and disregarded.

All property rights, including publication rights of all reports produced by the selected firm in connection with services performed under this agreement, shall be vested in the City.

The City reserves the right to amend or withdraw this RFP at any time without prior notice. Further, the City makes no representations that any Agreement will be awarded to any Consultant responding to this RFP. The City expressly



reserves the right to postpone reviewing the proposals for its own convenience and to reject any and all proposals responding to this RFP without indicating any reasons for such rejection(s).

Exhibit A

IT Service Level Agreements

HELPDESK OPERATIONS

Notes:

A "response" entails emailing the requesting individual that the ticket has been received and identifying the likely source of the problem.
 A "resolution" entails sending a confirmation notice to the requesting individual that the problem has been resolved and--barring any related follow-up request--the ticket will be closed in 24 hours.
 The Required Service Level for each Impact Level accounts for all tickets in that priority, the corresponding response time, and the resolution time (with extensions factored in).
 For the purposes of the SLAs, business days are Monday through Friday.

Impact Level	Categorization Guidelines	Response Time	Resolution Time	Required Service Level	Notes
Critical	Interrupts essential business service(s) Affects multiple users directly Cannot accept delays	Within 15 minutes	Within 1 hour	<u>98%</u>	Resolution time may only be extended if the problem requires it. If resolution time is extended, an estimated resolution time must be reported.
High	Decreases productivity for essential business service(s) Affects multiple users (directly or indirectly) Cannot accept delays	Within 30 minutes	Within 2 hours	<u>98%</u>	Resolution time may only be extended upon reaching a mutually agreed upon hold time. Resolution time may not exceed 2 business days.
Medium	Interrupts non-essential business service(s) Affects single user Can accept delays--has a workaround solution	Within 60 minutes	Within 4 hours	<u>95%</u>	Resolution time may be extended with notice if a higher priority problem is being serviced. Resolution time may not exceed 3 business days.
Low	Decreases productivity for non-essential business service(s) Affects single user Can accept delays--has a workaround solution	Within 90 minutes	Within 8 hours	<u>95%</u>	Resolution time may be extended with notice if a higher priority problem is being serviced. Resolution time may not exceed 5 business days.

Performance Metric	Measurement Standard	Required Service Level	Notes
Customer Satisfaction Survey Responses	"Satisfied" or better	<u>90%</u>	

WORKSTATION MANAGEMENT

Performance Metric	Measurement Standard	Resolution Time	Required Service Level	Notes
New Device Install	Successful completion of hook-up, diagnostic testing, delivery/staging, and configuration	Within 3 business days	<u>98%</u>	Resolution time may only be extended in the event of delays in equipment receipt or site access
Device Moving	Successful completion of disconnection, relocation, hook-up, diagnostic testing, delivery/staging, and configuration	Within 3 business days	<u>98%</u>	Resolution time may only be extended in the event of delays in site access
Device Removal	Successful completion of disconnection, appropriate resets, and relocation, if needed	Within 10 business days	<u>98%</u>	Resolution time may only be extended in the event of delays in site access
Asset Management Database	Completeness and accuracy measured every 6 months on an asset-by-asset basis	Immediately upon install/move/removal	<u>98%</u>	
Computer Anti-Virus	Up-to-date anti-virus definitions applied to computers within 6 months of new definitions being available	Weekly	<u>95%</u>	
Computer Patching	Operating system patches and updates applied to computers within 6 months of patch/update being available	Weekly	<u>95%</u>	

SERVER INFRASTRUCTURE MANAGEMENT

Performance Metric	Measurement Standard	Resolution Time	Required Service Level	Notes
Server Availability	Uptime measured on a server-by-server basis	N/A	<u>98%</u>	Exception: scheduled server downtime
Server Anti-Virus	Up-to-date anti-virus definitions applied to servers within 1 month of new definitions being available	Weekly	<u>98%</u>	
Server Patching	Operating system patches and updates applied to servers within 1 month of patch/update being available	Weekly	<u>98%</u>	

NETWORK SECURITY

Performance Metric	Measurement Standard	Resolution Time	Required Service Level	Notes
User Management / Access Control	Completeness and accuracy measured every 3 months on a user-by-user basis	Immediately upon change	98%	Common changes include staff onboarding, reassignments, and departures
Phishing Simulation	Percentage of staff successfully flagging the phishing email	N/A	98%	Phishing simulation must not be within 3 months of the security awareness training
Website Availability	Uptime measured on a monthly basis	N/A	98%	
Network Availability	Uptime measured on a device-by-device basis	N/A	98%	Exception: scheduled device downtime
Network Patching	Firmware and operating system patches and updates applied to network security appliances within 1 month of patch/update being available	Weekly	98%	

DATA BACKUP & RECOVERY

Performance Metric	Measurement Standard	Resolution Time	Required Service Level	Notes
Daily Backup	Percentage of files backed up successfully	Daily	95%	

Exhibit B

CITY OF STANTON PROFESSIONAL SERVICES AGREEMENT FOR MANAGED IT & HELPDESK SUPPORT SERVICES

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of _____, 2023, by and between the City of Stanton, a municipal organization organized under the laws of the State of California with its principal place of business at 7800 Katella Avenue, Stanton, California 90680 (“City”) and [INSERT NAME OF COMPANY], a [INSERT TYPE OF BUSINESS; CORPORATION; LIMITED LIABILITY COMPANY; ETC.], with its principal place of business at [INSERT ADDRESS] (“Consultant”). City and Consultant are sometimes individually referred to herein as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of professional **Managed IT & Helpdesk Support** services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional **Managed IT & Helpdesk Support** services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such services for the **General Day-to-Day Information Technology Support** project (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **Managed IT & Helpdesk Support** services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state, and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from [INSERT START DATE] to [INSERT ENDING DATE], unless earlier terminated as provided herein. The City Manager shall have the unilateral option, at its sole discretion, to renew this Agreement annually for no more than two additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Independent Contractors, Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods, and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant shall complete, execute, and submit to City a Request for Taxpayer Identification Number and Certification (IRS Form W-9) prior to commencement of any Services under this Agreement. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

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

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

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

3.2.5 City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. The City Manager hereby designates **Steven Martin, IT Specialist**, or his or her designee, as the City's contact for the implementation of the Services hereunder.

Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates **[INSERT NAME OR TITLE]**, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

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

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

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify, and hold City, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.10.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, the Consultant in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance. If the existing policies do not meet the Insurance Requirements set forth herein, Consultant agrees to amend, supplement, or endorse the policies to do so.

- (a) **Commercial General Liability:** Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office “occurrence” form CG 0001, with minimum limits of at least \$1,000,000 per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits.

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

- (b) **Automobile Liability Insurance:** Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1) with minimum limits of \$1,000,000 for each accident.
- (c) **Professional Liability:** Professional Liability insurance with minimum limits of \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.).

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

- (d) **Workers’ Compensation:** Workers’ Compensation Insurance, as required by the State of California and Employer’s Liability

Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

3.2.10.3 Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

(a) The policy or policies of insurance required by Section 3.2.10.2 (a) Commercial General Liability and (c) Contractor's Pollution Liability shall be endorsed to provide the following:

(1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the Agreement.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(b) The policy or policies of insurance required by Section 3.2.10.2 (b) Automobile Liability and (d) Professional Liability shall be endorsed to provide the following:

(1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(c) The policy or policies of insurance required by Section 3.2.10.2 (e) Workers' Compensation shall be endorsed to provide the following:

(1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City

except ten (10) days shall be allowed for non-payment of premium.

3.2.10.4 Primary and Non-Contributing Insurance. All insurance coverages shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.10.5 Waiver of Subrogation. Required insurance coverages shall not prohibit Consultant from waiving the right of subrogation prior to a loss. Consultant shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

3.2.10.6 Deductible. Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.10.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.10.8 Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due to the Consultant until Consultant has fully complied with the insurance provisions of this Agreement.

In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Services because of production lost during suspension.

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

3.2.10.10 Insurance for Subconsultants. All Subconsultants shall be included as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing Subconsultants to purchase the appropriate insurance in compliance with

the terms of these Insurance Requirements, including adding the City as an Additional Insured to the Subconsultant's policies.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state, and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed [INSERT WRITTEN DOLLAR AMOUNT] DOLLARS (\$[INSERT NUMBER]) ("Total Compensation") without written approval of City's **City Manager**. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

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

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Prevailing Wages. 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 "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or

“maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the Consultant’s principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

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

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

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

Consultant:

[INSERT NAME, ADDRESS & CONTACT PERSON]

City:

City of Stanton
7800 Katella Avenue
Stanton, CA 90680
Attn: **Hannah Shin-Heydorn, Administration Department**

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

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including, but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City’s sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City’s name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.5.3.3 Confidential Information. The City shall refrain from releasing Consultant’s proprietary information (“Proprietary Information”) unless the City’s legal counsel

determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend, and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

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

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

3.5.6 Indemnification.

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

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

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations,

understandings, or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

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

3.6 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

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

3.8 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

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

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

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

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

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

3.14 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

3.16 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

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

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

3.19 Declaration of Political Contributions. Consultant shall, throughout the term of this Agreement, submit to City an annual statement in writing declaring any political contributions of money, in-kind services, or loan made to any member of the City Council within the previous twelve-month period by the Consultant and all of Consultant's employees, including any employee(s) that Consultant intends to assign to perform the Services described in this Agreement.

3.20 Subcontracting.

3.20.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement on this ____ day of _____, 2023.

CITY OF STANTON

[INSERT NAME OF CONSULTANT]

By: _____

City Manager

By: _____
Name: _____
Title: _____

[If Corporation, TWO SIGNATURES,
President **OR** Vice President **AND** Secretary,
AND CORPORATE SEAL OF
CONSULTANT REQUIRED]

ATTEST:

By: _____
Patricia Vazquez
City Clerk

By: _____

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

EXHIBIT “A”

SCOPE OF SERVICES

[INSERT SCOPE OF SERVICES]

EXHIBIT “B”

SCHEDULE OF SERVICES

[INSERT SCHEDULE OF SERVICES]

EXHIBIT “C”

COMPENSATION

[INSERT RATES & AUTHORIZED REIMBURSABLE EXPENSES]