LAFCO
Local Agency Formation Commission
for the County of Los Angeles

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July 30, 2026

NOTICE

REQUEST FOR PROPOSALS FOR THE 2026 MUNICIPAL SERVICE REVIEW(S) AND SPHERE OF INFLUENCE UPDATE(S) OF THE CITIES OF LANCASTER AND PALMDALE

PLEASE TAKE NOTICE that the Local Agency Formation Commission (LAFCO) requests proposals for a Municipal Service Review(s) (MSRs) and Sphere of Influence (SOI) Update(s) of the Cities of Lancaster and Palmdale. We would hereby like to invite you to submit proposals in accordance to the enclosed Request for Proposal (RFP). LA LAFCO's objective is to select a professional consulting firm that fully meets the requirements of the enclosed RFP.

This RFP and sample Contract, also enclosed, has been designed to have a potential maximum contract term of one year, and up to six additional optional one-month extensions.

Any questions regarding the RFP should be directed to Adriana Romo at aromo@lalafco.org. To ensure a response, questions must be received no later than Monday, August 17, 2026 at 5:00 P.M. PST. All questions and responses will be posted to http://www.lalafco.org.

PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT http://www.lalafco.org.

Please note the Minimum Mandatory Requirements for this RFP are as follows:

Minimum Mandatory Requirements: At the time of proposal submission, proposers must meet all minimum requirements set forth in the RFP document including, but not limited to:

1. Proposer or the Lead Professional(s) assigned to manage the Contract work must demonstrate project oversight responsibilities for at least two municipal service reviews conducted for Local Agency Formation Commissions in the state of California in the past seven years.
2. Proposer or the Lead Professional(s) assigned to manage the Contract work must demonstrate familiarity with the Cortese-Knox-Hertzberg Reorganization Act, LAFCOs, the MSR process and municipal financing.
3. Proposer or the Lead Professional managing the Contract work must demonstrate experience presenting to governing bodies at public meetings in the past three years.
4. Proposer should clearly identify in their response which city or cities a proposal is being submitted for.

The deadline to submit proposals is Thursday, August 27, 2026, at 5:00 p.m. PST. Please deliver or email your proposal to (email submittal is preferred):

Adriana Romo, Deputy Executive Officer
Local Agency Formation Commission for the County of Los Angeles
80 South Lake Avenue, Ste. 870
Pasadena, CA 91101
Email: aromo@lalafco.org

LAFCO
Local Agency Formation Commission
for the County of Los Angeles

REQUEST FOR PROPOSALS

MUNICIPAL SERVICE REVIEW(S) AND SPHERE OF INFLUENCE UPDATE(S) OF THE CITIES OF LANCASTER AND PALMDALE

JULY 30, 2026

80 S. LAKE AVE., STE. 870 • PASADENA, CA 91101
PH: (626) 204-6500 • www.lalafco.org

2026 REQUEST FOR PROPOSALS FOR MUNICIPAL SERVICE REVIEW(S) AND SPHERE OF INFLUENCE UPDATE(S) OF THE CITIES OF LANCASTER AND PALMDALE

I. Objective

The Local Agency Formation Commission for the County of Los Angeles (LAFCO) is seeking Proposals (Proposals) in this Request for Proposals (RFP) from professional service firms to perform a Municipal Service Review(s) (MSRs) and Sphere of Influence (SOI) Update(s) of the Cities of Lancaster and Palmdale.

Responses to this RFP may be for one city or both.

Preference will be given to the proposers that bid for the MSRs/SOI Updates of both cities.

II. Background

The mandate for LAFCO to conduct service reviews is part of the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (CKH Act), codified at California Government Code §56000 et seq. Pursuant to Government Code Section 56425, "on or before January 1, 2008, and every five years thereafter, the Commission shall, as necessary, review and update each sphere of influence." LAFCO is response for establishing, reviewing, and updating Sphere of Influence boundaries for local agencies in Los Angeles County. LAFCO has determined it is necessary to update the Spheres of influence (SOI) for the:

1. City of Lancaster, and
2. City of Palmdale

The contracted professional service firm will prepare an MSR and SOI update for the Cities of Lancaster and Palmdale (each a "subject City").

Interested and qualified Proposers, who can demonstrate their ability to successfully provide the required services outlined in Exhibit A, Scope of Services, of this RFP are invited to submit a proposal, provided they meet all requirements identified in this RFP at the time of proposal submission.

At the close of the solicitation process, Proposals will be evaluated, and staff will provide a recommendation to the Commission for the selection of a Contractor. Subject to the Commission's approval, the selected contractor will be notified, and with approval of the Commission, a contract will be executed consistent with the parameters of this RFP and the Proposal submitted.

III. Contract Services

A. Contract Work

The Contract work is described in the *Scope of Services* enclosed with this RFP as Exhibit A. The work includes completion of a Municipal Service Review (MSR) and a Sphere of Influence (SOI) Update consistent with the requirements of the Cortese-Knox-Hertzberg Reorganization Act (the Act) including the statutory factors and findings identified below.

B. Municipal Service Review Determinations.

The MSR shall analyze the factors as required by Government Code Sections 56430 which must include an analysis and recommendation for the subject City's SOI. The selected Contractor shall provide the MSR to Executive Officer, the subject City, and any other parties as requested by LAFCO for review and input prior to finalizing it. The Contractor shall perform the Tasks described in Section III of the Scope of Services (Exhibit A).

The Municipal Service Review shall provide the research and analysis to enable the Commission to make determinations on seven (7) topics as required, under the CKH Act, prior to adopting the MSR. The seven topics are as follows:

1) Growth and population projections for the affected area.
2) The location and characteristics of any disadvantaged unincorporated communities within or contiguous to the sphere of influence.
3) Present and planned capacity of public facilities and adequacy of public services, adequacy of public services, infrastructure needs or deficiencies related to sewers, municipal and industrial water, and structural fire protection in any disadvantaged, unincorporated communities within or contiguous to the sphere of influence.
4) Financial ability of agencies to provide services.
5) Status of, and opportunities for, shared facilities.
6) Accountability for community service needs, including governmental structure and operational efficiencies.
7) Any other matter related to effective or efficient service delivery, as required by Commission policy.

The Contractor shall provide draft MSR determinations to LAFCO staff.

C. Sphere of Influence Factors

In addition, the MSR shall include an analysis of the five (5) factors as required by Government Code Section 56425, below, and recommendations of the most appropriate SOI for the subject City. The five (5) factors are as follows:

1) The present and planned land uses in the area, including agricultural and open-space lands.

2) The present and probable need for public facilities and services in the area.

3) The present capacity of public facilities and adequacy of public services that the agency provides or is authorized to provide.

4) The existence of any social or economic communities of interest in the area if the commission determines that they are relevant to the agency.

5) For an update of a sphere of influence of a city or special district that provides public facilities or services related to sewers, municipal and industrial water, or structural fire protection, that occurs pursuant to subdivision (g)[1] on or after July 1, 2012, the present and probable need for those public facilities and services of any disadvantaged unincorporated communities within the existing SOI.

The Contractor shall provide draft SOI factors/determinations to LAFCO staff.

IV. Cost

Proposers shall complete the Pricing Sheet (Attachment 1) for each subject City for which Proposer has submitted a Proposal. The Pricing Sheet must identify the total of all charges to complete each Task required under the Contract. LAFCO reserves the right to negotiate the terms, conditions, and prices of the final Contract, in its sole discretion, to achieve the most beneficial program and price. LAFCO may limit the negotiation, if any, to one or more responsive and responsible Proposers who receive the highest scores in a preliminary scoring of Proposers in accordance with the evaluation criteria set forth in Section X of this document. The negotiation with the Proposer(s) will not result in a change in the rating of the proposers. If a satisfactory Contract cannot be negotiated with the highest rated Proposer, LAFCO may, at its sole discretion, begin Contract negotiations with the next highest rated Proposer who submitted a Proposal, as determined by LAFCO.

V. Project Schedule

Time is of the essence. Proposers shall submit, as part of its Proposal, a timeline with completion dates, which includes time for review by LAFCO, the subject City, and other parties as identified by LAFCO, for each Task (Project Schedule). The final Project Schedule for the

[1] Subdivision (g) of Government Code Section 56425 specifies that "On or before January 1, 2008, and every five years thereafter, the commission shall, as necessary, review and update each sphere of influence."

contract work may be negotiated with the Proposer selected for the work prior to an agreement being recommended to the Commission for adoption. The enclosed Project Schedule (Attachment 2) for each subject City for which Proposers has submitted a Proposal must be completed and submitted with the Proposal in order for the Proposal to be considered complete and responsive. The Project Schedule must identify all Tasks clearly; however, it may be modified by Proposers only if needed to include the completion of more detailed subtasks.

Please note the schedule must conform to the Commission's MSR Schedule as adopted in May of 2025 and the MSR/SOI Updates of the subject cities must be completed by June 30, 2027.

VI. Proposal Submission

A. Acceptance or Rejection of Proposals

LAFCO reserves the right to reject any or all Proposals that, in the judgment of the Commission or Executive Officer are not responsive. LAFCO further reserves the right to cancel this Request for Proposals at any time at its sole discretion. LAFCO will not be liable for any costs incurred by any Proposers in connection with the preparation and submittal of their Proposal, including but not limited to where a Proposal is rejected, or the solicitation is cancelled.

B. Altering Solicitation Document

The wording of the solicitation document shall not be changed by Proposers. Any additions, conditions, limitations, or provisions inserted by the Proposer will render their Proposal irregular and may cause its rejection as nonresponsive.

C. **Pass/Fail Review:** ***Proposals not meeting all of the requirements listed below may be rejected as nonresponsive***:

- ☐ Submit a Proposal by the deadline. The Proposal must be time stamped by LAFCO no later than 5:00 p.m. PST on August 27, 2026 and/or emailed by the deadline. Any Proposal without a LAFCO time stamp or email confirmation verifying that the deadline for submission has been met will be rejected;

- ☐ Submit a Proposal in the form described in paragraph D. below, including but not limited to Work Plan, Pricing Sheet, and Project Schedule.

- ☐ Proposer meets all of the following Minimum Requirements:

    1. Proposer or the Lead Professional(s) assigned to manage the Contract work must demonstrate project oversight responsibilities for at least two municipal service reviews conducted for Local Agency Formation Commissions in the

state of California in the past 7 years, or must demonstrate equivalent experience.

2. Proposer or the Lead Professional(s) assigned to manage the Contract work must demonstrate familiarity with the CKH Act, LAFCOs, the MSR process and municipal financing.

3. Proposer or the Lead Professional managing the Contract work must demonstrate presenting to governing bodies at public meetings in the past three years.

4. Proposer should clearly identify on their proposal(s) which city or cities a proposal(s) is/are being submitted for.

D. Proposal Format and Content: The Proposal must contain the following information and be presented in an organized fashion.

a. A Work Plan that describes comprehensively and in detail how the Proposer will meet the requirements of the Scope of Services (EXHIBIT A). The Work Plan shall include a staffing plan that clearly identifies the Lead Professional(s) responsible for managing the Contract work and any additional staff who will be performing the day-to-day work, including subcontractors and the estimated work hours for each. Note that the Work Plan may identify potential time and cost saving measure proposed to complete the work.

b. Experience – The Proposal must also describe relevant experience and/or familiarity with the CKH Act, LAFCOs, the MSR process and municipal financing for the Proposer and the Lead professional(s), staff and subcontractors. The Experience section of the Proposal should describe the Proposer's history as well as the competencies and résumés of the Lead Professional(s) and of all staff, including subcontractors, who will be involved in the Contract work. This section of the Proposal should include information such as the following:

i. Experience in governmental organization analysis, including performance measurement and benchmarking techniques;
ii. Ability to facilitate and synthesize input from a variety of stakeholders;
iii. Ability to interpret varied budget and planning documents; and
iv. Familiarity with public input processes and experience handling the presentation and dissemination of public information for review and comment;

v. Familiarity with the CKH Act, LAFCOs, MSR preparation and municipal financing;
vi. Experience presenting to governing bodies at public meetings.

c. Subcontracting - LAFCO seeks diverse, broad-based participation in its contracting. Subcontractors, if any, shall be subject to all requirements set forth in the RFP that are applicable to the Contractor. If Subcontractors are to be employed, Proposer must submit a statement of their proposed assignments, qualifications, experience, staffing, and availability.

d. References - Provide a list of at least three (3) client references, preferably from government agencies. The reference list should include the client's/agency's name, address, telephone, email address, and location.

e. Prior MSR information - Provide any relevant website links for Municipal Service Reviews prepared by Proposer and Lead Professional(s) and include:
   i. the date and agency the MSRs were prepared for;
   ii. the affected agency and services reviewed;
   iii. the outcome of the MSR (describe whether the firm's recommendations were implemented).

f. Project Schedule – Proposals shall contain the Project Schedule (Attachment 2) for each subject City the Proposal is submitted for, which shows the overall timeline for completion of each Task.

g. Cost/Pricing Sheet - The Proposal must include a Pricing Sheet (Attachment 1) for each subject City the Proposal is submitted for that lists each firm professional working on the Contract work, the estimated number of work hours corresponding to each professional, and the billable hourly rate.

h. The Pricing Sheet (Attachment 1), must include all costs required for a complete product, including all administrative costs and out-of-pocket expenses incurred by the firm, if any (i.e.: mileage, copies, postage, etc.).

VII. Notice to Proposers Regarding the Public Records Act

1. Responses to this solicitation shall become the exclusive property of LAFCO. Absent extraordinary circumstances, the recommended Proposer's Proposal will become a matter of public record, when the selection of a Consultant is placed on LAFCO's agenda for the Commission's approval. Exceptions to disclosure are those parts or portions of the Proposals that are justifiably defined as business or trade secrets and plainly marked by the Proposer as "Trade Secret," "Confidential," or "Proprietary."

2. LAFCO shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. A blanket statement of confidentiality or the marking of each page of the Proposal as confidential shall not be deemed a sufficient notice of exemption. The Proposers must specifically label only those provisions of their respective Proposal which are Trade Secret," "Confidential," or "Proprietary" in nature at the time of Proposal submission may be accepted.

VIII. Conflict of Interest

There shall be no Conflict of Interest with the Contractor firm selected. Proposers warrant and covenant that no official or employee of LAFCO, nor any business entity in which an official of the LAFCO has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to LAFCO. Proposers will notify LAFCO of any potential conflict of interest regarding other work or third-party contracts.

IX. Submission Requirements

QUESTIONS:

Questions in reference to this RFP should be directed to Adriana Romo at aromo@lalafco.org. To ensure a response, questions must be received no later than **August 17, 2026 at 5:00 P.M. PST**. All questions and responses will be posted to http://www.lalafco.org.

SUBMISSION:

LAFCO must receive responses to this RFP no later than the date and time specified below. Proposals received after the due date and time will not be accepted. No additional time will be granted to any Proposer to submit a Proposal unless the time is extended by LAFCO through an addendum to this RFP.

DUE DATE:

On or before 5:00 P.M. PST on August 27, 2026

NUMBER OF COPIES:

1 complete reproducible copy

If delivering in person or by U.S. mail: 1 original hard copy (unbound)

DELIVER TO OR EMAIL TO: (*Email submittal is preferred.)*

Adriana Romo, Deputy Executive Officer
Local Agency Formation Commission for the County of Los Angeles
80 South Lake Avenue, Ste. 870
Pasadena, CA 91101
Email: aromo@lalafco.org

Note: If delivery is to be in person, please first call the LAFCO office (626) 204-6500 to arrange a delivery time. If the Proposal will be submitted electronically, please provide a complete reproductible copy by the due date and time. *Cost for the preparation of Proposals shall be borne by the proposers.*

X. Selection Process

LAFCO reserves the sole right to judge the contents of the Proposals submitted pursuant to this RFP and to review, evaluate and select the successful Proposal(s). Each responsive Proposal will be evaluated and scored by an evaluation committee selected by LAFCO. A final interview may be required. **Final selection by the Commission is anticipated in Fall of 2026.**

A. Award of the Contract

Subject to the right of the Commission to make the ultimate decision concerning the award of contracts, LAFCO intends to award a Contract to the highest-rated proposer, based on the criteria identified in this section, whose Proposal is determined to provide the most beneficial program and price with all other factors considered. LAFCO retains the right to select a Proposal other than the Proposal receiving the highest number of points, if LAFCO determines, in its sole discretion, another Proposal is the most overall qualified, cost-effective, responsive, responsible, and in the best interest of LAFCO. The recommended awardee shall submit copies of its proof of insurance coverage, within 14 days after Commission approval of the proposed Contract or at least 14 days prior to the proposed Contract's start date, whichever occurs last. Work under the proposed Contract cannot begin before proof of valid insurance coverage is submitted to LAFCO.

B. Evaluation of Proposal

1. LAFCO in its sole discretion, may elect to waive any error or informalities in the form of a Proposal or any other disparity, if, as a whole, the Proposal substantially complies with the RFP's requirements.

2. LAFCO will form a committee among other LAFCO colleagues to assist in the evaluation process.

3. EVALUATION CRITERIA (MAXIMUM 20 POINTS)
(Rating Scale of 1 to 5, 5 being the highest).

Please note: Preference will be given to the Proposers that bid for multiple MSRs/SOI Updates.

i. PRICE (5 POINTS):

The proposed price in the Pricing Sheet (Attachment 1) should accurately reflect the Proposer's cost of providing the required products and services and any profit expected during the Contract term. Evaluators may provide higher points based on the following criteria:

a. Most economical service.,
b. Potential cost saving alternatives.
c. Maximum Contract Sum.

ii. WORK PLAN (5 POINTS):

Proposers will be evaluated on the Work Plan submitted as part of on VI. Project Submission, D. (Work Plan). The evaluators may give reduced scores to any Work Plan that omits or fails to sufficiently address any of the items specified in VI. of the RFP or that fails to clearly identify the Lead Professional, managers, staff, and subcontractors and the number of estimated work hours for the Lead Professional(s). Evaluation and scoring of the Proposer's Work Plan will be based on the extent to which it demonstrates the Proposer is likely to meet or exceed the performance requirements set forth in Exhibit A, Scope of Services, to demonstrate creativity and innovation that exceed the minimum requirements of the Scope of Services; to render timely and responsive service to LAFCO; and to provide a professional level of quality in the service and work product. The highest scores will be awarded to the most comprehensive and detailed Work Plans that are likely to lead the Proposer to exceed the minimum requirements.

Evaluators may provide higher points to the Work Plan based on the following criteria:

a. Availability of Lead Professional(s), manager, staff and subcontractors, if any.
b. Organization of Work Plan and Proposal.
c. Proposal submitted for more than one subject City.

iii. QUALIFICATIONS AND EXPERIENCE OF PROPOSER, LEAD PROFESSIONAL(S) AND STAFF: (5 POINTS)

Proposers will be evaluated on the Experience submitted as part of their Proposal. The evaluators may give reduced scores to any Proposer that omits or fails to sufficiently address any of these items specified in Section I of this RFP. Failure to demonstrate the minimum lengths of experience performing the service, as

indicated in the Minimum Requirements, may result in rejection of the Proposal as non-responsive.

The evaluators may award higher points for the higher quality and quantity of experience of the Proposer, its Lead Professional(s), manager, staff and subcontractors, if any, in providing the required services. Greater weight will be given to services provided to agencies of similar size and nature. Evaluators may provide higher points based on the following criteria:

a. Qualifications of key staff, including the Lead Professional.
b. Familiarity with the CKH Act, LAFCOs, the MSR process and municipal financing.
c. Experience preparing MSRs and/or preparing other relevant documents for public agencies.
d. A minimum of three client references were provided. Proposer listing government agencies as references may be rated higher.
e. Experience presenting to governing bodies at public meetings.

iv. PROJECT SCHEDULE: (5 POINTS)

Proposers will be evaluated based on the information submitted in the Project Schedule for each subject City and their timeliness to complete MSR(s)/SOI(s) Update(s) by June 30, 2027.

a. Completion of Project Schedule (Attachment 2).

XI. LAFCO Contact

Adriana Romo, Deputy Executive Officer
Local Agency Formation Commission for the County of Los Angeles
Phone: (626) 204-6500
Email: aromo@lalafco.org

XII. LAFCO Information

For general information about LAFCO, refer to the LAFCO web site: www.lalafco.org.

LAFCO
Local Agency Formation Commission
for the County of Los Angeles

EXHIBIT A

SCOPE OF SERVICES

2026 LA LAFCO Municipal Service Review(s) and Sphere of Influence Update(s) of the Cities of Lancaster and Palmdale

I. Municipal Service Review

A. Municipal Service Review Determinations

The Contractor shall prepare a Municipal Service Review (MSR) for each subject city as identified in the Agreement and as follows:

1) City of Lancaster, and
2) City of Palmdale.

The MSR shall provide research and analysis to enable the Commission to make determinations on the seven (7) topics as required under Section 56430 the Cortese-Knox-Hertzberg Reorganization of 2000 (CKH Act) for consideration of its adoption of the MSR:

1) Growth and population projections for the affected area.

PURPOSE: To evaluate how each agency is planning to meet the municipal service demands of the existing and anticipated population through use of growth and population projections and trends.

2) The location and characteristics of any disadvantaged unincorporated communities within or contiguous to the sphere of influence.

PURPOSE: To identify the location, population, land use and municipal service providers for disadvantaged unincorporated areas (DUCs) within each agency's SOI.

3) Present and planned capacity of public facilities and adequacy of public services, adequacy of public services, infrastructure needs or deficiencies related to sewers, municipal and industrial water, and structural fire protection in any disadvantaged, unincorporated communities within or contiguous to the sphere of influence.

PURPOSE: To evaluate infrastructure needs and deficiencies relative to existing and long-term demands for each agency based upon capacity, condition of facilities, and service levels. Analysis should include specific assessment of needs and deficiencies within DUCs involving sewer, water, and fire protection services.

4) Financial ability of agencies to provide services.

PURPOSE: To evaluate each agency's ability to fund the services it currently provides as well as additional services planned/proposed, and the ability to fund improvements needed currently and in the future.

5) Status of, and opportunities for, shared facilities.

PURPOSE: To identify existing and potential opportunities for agencies within the same geographical area to share facilities and resources to support more efficient or cost-effective delivery of services.

6) Accountability for community service needs, including governmental structure and operational efficiencies.

PURPOSE: To evaluate each agency's responsiveness to its constituents, public accessibility, and transparency involving community service needs and operational efficiencies, as well as the availability of City documents.

7) Any other matter related to effective or efficient service delivery, as required by Commission policy.

PURPOSE: To identify any other matter related to the delivery of municipal services effectively and efficiently and within the Commission's authority.

The Contractor shall provide draft MSR determinations to LAFCO staff to review, amend, and consider.

B. Sphere of Influence Update

The Contractor shall include an analysis and recommendations of the five topics required by Section 56425 of CKH Act, as noted below, regarding an appropriate (SOI) for the subject City or Cities identified in the Agreement. The review shall also identify those areas the subject City is serving outside of its municipal boundaries and make recommendations regarding the future delivery of service those areas.

1) The present and planned land uses in the area, including agricultural and open-space lands.
2) The present and probable need for public facilities and services in the area.
3) The present capacity of public facilities and adequacy of public services that the agency provides or is authorized to provide.
4) The existence of any social or economic communities of interest in the area if the commission determines that they are relevant to the agency.

For an update of a sphere of influence of a city or special district that provides public facilities or services related to sewers, municipal and industrial water, or structural fire protection, that occurs pursuant to subdivision (g)[1] on or after July 1, 2012, the present and probable need for those public facilities and services of any disadvantaged unincorporated communities within the existing sphere of influence.

[1] Subdivision (g) of Government Code Section 56425 specifies that "On or before January 1, 2008, and every five years thereafter, the commission shall, as necessary, review and update each sphere of influence."

The Contractor shall provide draft SOI factors/determinations to LAFCO staff to review, amend, and consider.

II. Local Context/Issues Identification

City of Lancaster

The City of Lancaster provides police, fire, library services, road maintenance, street lighting, and park and recreation services (either indirectly via contract or directly). For more detailed information, you may visit the following website: https://www.cityoflancasterca.org/

City of Palmdale

The City of Palmdale provides police, fire, street lighting, library, road maintenance, and park and recreations services (either indirectly via contract or directly). For more detailed information, you may visit the following website: https://www.cityofpalmdaleca.gov/

In addition, to the services provided within the city limits, the MSR Report analysis should identify any services provided by the subject City in any areas of service outside of the subject City's boundaries, and the future planned growth of the subject City's service area beyond the existing boundaries, identified as the proposed SOI. Furthermore, the study must evaluate the proposed growth within its boundaries and SOI. These should include probable service area expansions and annexations being contemplated by the subject City.

Neither city provides water or wastewater services. The MSR should identify the special districts and/or other agencies that provide water and wastewater service within the city limits and summarize their service responsibilities. The MSR should also describe the coordination that occurs between each city and its water and wastewater providers, particularly as it relates to land use planning, growth management, and infrastructure planning.

The analysis should discuss whether the water and wastewater service providers review and comment on city general plan updates, specific plans, development proposals, and other planning efforts that may affect service demand. Similarly, the MSR should evaluate the extent to which the cities notify and coordinate with the service providers regarding development applications, project approvals, annexations, and other actions that could affect water or wastewater infrastructure needs. This discussion will help demonstrate how land use decisions and utility service planning are coordinated to ensure adequate public facilities are available to support future growth.

Tasks – The Contractor shall perform the following work (Tasks) to complete the MSR and SOI Update (hereafter referred to collectively as "MSR" or "MSR Report"):

Task 1. Project Initiation- The Contractor shall:

a. Arrange a kick-off meeting with LAFCO staff within 30 days of commencement of the Agreement. The meeting will ensure initial understanding of the project scope and objectives, define roles, responsibilities, and lines of communication.

b. Initiate discussions with key subject City staff as directed by LAFCO.

c. Schedule and perform community meetings for unincorporated areas within or adjacent to affected cities' spheres of influence.

Task 2. Data Collection- The Contractor shall:

a. Draft a Request for Information/Questionnaire, for LAFCO staff to review and comment.

b. Circulate the Request for Information/Questionnaire to subject City staff to complete and respond to. The Contractor shall obtain approval from LAFCO staff for the foregoing review period.

c. Consider the collected data and perform an analysis required by the CKH Act for the MSR, including the items required by Sections 56425 and 56430 of the Government Code. Hence, the MSR shall address *at a minimum* the following research questions, however, should include any additional information the Contractor and/or LAFCO determines necessary to provide a complete analysis:

   i. What municipal services are currently provided by the subject City within and outside of the subject City boundaries, directly and indirectly.

   ii. What class and level of services are currently provided by the subject City?

   iii. How much population growth is anticipated within the subject City's boundaries and SOI over the next 5, 10, 15 years?

   iv. What is the anticipated increase in municipal service demand expected within the city limits and SOI over the next 5, 10, 15 years?

   v. What is the current adequacy of services provided within the area of interest (the City is considering expanding into)?

   vi. To what extent is the City able to meet anticipated growth in demand for water services in the area of interest? If provided by an alternate service provider such as an independent special district, or mutual water company, please describe the coordinate between the City and water purveyor to accommodate future growth within the City and/or the City sphere of influence boundary.

   vii. What are the present and planned land uses within the existing SOI?

   viii. What contiguous areas could potentially be included in the subject City's SOI?

   ix. What is the current capacity of public facilities and adequacy of municipal services that the subject City is interested in providing?

x. What opportunities exist for service providers in and near the area of interest to share public facilities and/or resources to more effectively and efficiently deliver services?

xi. Do the service providers of interest have adequate public facilities and other infrastructure to accommodate anticipated growth in service demand in the area of interest?

xii. What cost avoidance opportunities, financing constraints and financing opportunities exist in providing municipal services to the area of interest?

xiii. What alternative delivery options exist relevant to future water service provisions to the areas of interest, and what are the advantages and disadvantages of consolidating or reorganizing service providers?

xiv. To what extent are service providers in the area of interest accountable to the population being served?

xv. What is the City's governance structure?

- Is the City a general law City or a Charter City?
- Identify the City's Council, whether elected at large or by division.
- Identify elected and/or appointed positions, such as Mayor, City Attorney, and City Clerk.

xvi. What is the Contractor's evaluation of current and potential management efficiencies as they relate to optimal service provision and optimal spheres of influence?

d. Verify the data submitted.

e. Provide an analysis of data and preparation of preliminary findings.

f. Present preliminary findings to key staff of the subject City and LAFCO.

- Compile a City Profile—Data collected shall be complied into a City Profile Sheet with illustrations, charts, and/or graphics. The sheet should include, but not limited to:

- Name of the City
- Identify whether General Law City or Charter City, as well as governing structure, including any applicable term limits.
- Size of the City in square miles and acreage
- Include Population Growth Projections, and Land Uses (Housing (edus) by type, Commercial, Industrial, etc.)
- Identify the municipal services provided.

Task 3. Administrative Review - Draft of MSR- The Contractor shall:

a. Provide an analysis of the data collected and preliminary findings and present those findings to LAFCO staff for review and comment.

b. Prepare an Administrative Review Draft MSR Report to be circulated internally to the subject City, affected agencies, LAFCO staff, and any other parties identified by LAFCO.

c. Provide research, analysis, and recommendations for the relevant findings and determinations with respect to Government Code Sections 56425 and 56430 in the MSR Report.

d. Be accessible to LAFCO staff and subject City staff for comment and review of the internal draft.

Task 4. Public Review Draft of the MSR- The Contractor shall:

a. Prepare a Public Review Draft of the MSR that addresses subject City and affected agency comments and/or clarifications, as approved by LAFCO staff.

b. Publish and facilitate the public release of the draft report to begin the public comment period.

Task 5. Final Municipal Service Review Report - The Contractor shall:

a. Prepare a final draft MSR which, includes responses to public comments and recommended determinations for each of the factors required for the MSR and a SOI review/update as identified in the CKH Act and this *Scope of Services*.

b. Present the final report to the Commission at its public meeting.

Staffing and Charges for Work

All Task work will be charged according to the Pricing Sheet (Attachment 1). The Contractor shall perform all Agreement work at the rates described in the Pricing Sheet. The rates (hourly per staff person identified) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment and supplies, unless stated otherwise in the Agreement. It is understood and agreed that where quantities of work are modified by LAFCO, any such additional work shall be performed, with prior written approval of the Executive Officer for LAFCO, at the applicable rates in the Pricing Sheet.

Contractor staff identified in the Work Plan shall complete Tasks in a timely fashion according to the approved Project Schedule (Attachment 2). Any modifications to the Schedule must be approved in writing by the Executive Officer for LAFCO.

Professional Service Agreement
Between the Local Agency Formation Commission for the County of Los Angeles and
CONTRACTOR NAME

This Agreement is, made and entered into this _____day of _____, 2026, by and between CONTRACTOR NAME (herein referred to as "Contractor"), and the Local Agency Formation Commission for the County of Los Angeles, (herein referred to as "LAFCO" or “Commission”).

WITNESSETH

FIRST: The Contractor, for the consideration hereinafter set forth and the acceptance by the Commission of the Contractor’s Proposal filed with LAFCO on Month day, YEAR, hereby agrees to provide services as described in this Contract for _____.

SECOND: This Agreement, together with the Request for Proposals including its Exhibit A, Scope of Services, Exhibit B, Terms and Conditions, Pricing Sheet (Attachment 1), and Project Schedule (Attachment 2) and the Contractor’s Proposal are agreed by LAFCO and the Contractor to constitute the Contract.

THIRD: LAFCO agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of LAFCO's Executive Officer or Deputy Executive Officer, to pay the Contractor pursuant to the Pricing Sheet set forth in the Proposal, an amount not to exceed the Maximum Contract Sum of $_____. Notwithstanding the foregoing, LAFCO shall have no obligation to purchase any specified amount of service or products from Contractor.

FOURTH: This Contract's initial term shall be for a period of one year commencing upon execution by LAFCO and Contractor. LAFCO shall have the sole option to renew this Contract term on a month to month basis, for up to six months, until the necessary Contract work is completed. LAFCO, acting through the Executive Officer, may give a written notice of intent to renew this Contract at least ten days prior to the end of any term. The Executive Officer may provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term.

FIFTH: The Contractor shall bill monthly in arrears, for the work performed during the preceding month. Work performed shall be billed at the hourly rates quoted in the Proposal’s Pricing Sheet (Attachment 1).

SIXTH: LAFCO will make payment to the Contractor within 30 days of receipt and approval of a properly completed and undisputed invoice. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

Local Agency Formation Commission

Attention: Adriana Romo
80 South Lake Ave., Ste. 870
Pasadena, CA 91101

SEVENTH: In no event shall the aggregate total amount of compensation paid to the Contractor exceed the amount of compensation authorized by the Commission. Such aggregate total amount is the Maximum Contract Sum.

EIGHTH: The Contractor understands and agrees that only the designated Executive Officer or Deputy Executive Officer are authorized to request or order work under this Contract. The Executive Officer or Deputy Executive Officer are not authorized to request or order any work that would result in the Contractor earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: The Contractor shall not perform or accept work requests from the Executive Officer or Deputy Executive Officer or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The Contractor shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the Contractor's paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the Contractor shall immediately notify LAFCO in writing. The Contractor shall send written notification to the Executive Officer when this Contract is within sixty days from expiration of the initial term as provided for hereinabove.

TENTH: No Cost-of-Living Adjustment shall be granted for this Contract.

ELEVENTH: In the event that terms and conditions, which may be listed in the Contractor's Proposal, conflict with LAFCO'S specifications, requirements, and terms and conditions as reflected in this Contract, LAFCO's provisions shall control and be binding.

TWELFTH: This Contract constitutes the entire agreement between LAFCO and the Contractor with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings. This Contract may be signed by the parties hereto in separate counterparts, each of which shall be deemed an original. All counterparts, taken together, constitute the executed Agreement. The Contract may modify only in writing by the parties.

The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Agreement had been delivered and had been signed using a handwritten signature. Contractor and County (i) agree that an electronic signature, whether digital or encrypted, of a party to this Agreement is intended to authentic this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii)

are aware that the other party will rely on such signatures, and (iv) hereby waive an defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (E-SIGN) and California Uniform Electronic Transactions Act (UETA)(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, e-mail or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN an UETA with respect to this transaction.

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IN WITNESS WHEREOF, LAFCO has, by order of its Commission, caused these presents to be subscribed by the Executive Officer, and the Contractor has subscribed its name by and through its duly authorized officers, as of the day, month and year first written above.

LAFCO
Local Agency Formation Commission
for the County of Los Angeles

_____
Print Name:
Title: Executive Officer
Date:

APPROVED AS TO FORM:

County Counsel

By_____
Deputy

CONTRACTOR
CONTRACTOR NAME

_____
Print Name:
Title: President
Date:

CONTRACTOR
CONTRACTOR NAME

_____
Print Name:
Title: Secretary
Date:

EXHIBIT B
STANDARD TERMS AND CONDITIONS PERTAINING TO
CONTRACT ADMINISTRATION

1. Hold Harmless/Indemnification

1.1 Contractor shall indemnify and hold harmless LAFCO, its Commissioners, officers, employees, agents and representatives, (individually and collectively referred to as "Indemnitees"), from and against any and all claims, damages, losses and expenses, including reasonable attorneys' fees, to the extent caused by the acts, errors, omissions, or willful misconduct of the Contractor, its officers, employees, subcontractors, agents, or representatives in the performance of this Contract, including but not limited to property damage, bodily injury, or death or any other injury of any kind or nature whatsoever. This indemnification obligation includes, but is not limited to, Contractor being required to pay for all costs and fees including, but not limited to, reasonable attorneys' fees, costs of investigation, defense and settlements or awards incurred or anticipated to be incurred by LAFCO in connection with any such claim or action to the extent such costs are attributable to Contractor's actions or performance. Contractor shall defend, at its sole expense, with counsel reasonably acceptable to the Indemnitees, all Indemnitees in any claim or action described herein. The obligations of this section shall survive the termination of this Contract.

1.2 The specified insurance limits required in this Contract shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless LAFCO from third party claims.

2. Waiver Of Default

Any waiver by LAFCO of any breach of any one or more of the terms of this Contract shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term hereof. Failure on the part of LAFCO to require exact, full and complete compliance with any terms of this Contract shall not be construed as in any manner changing the terms hereof, or estopping LAFCO from enforcement thereof.

2. Termination/Suspension

2.1. LAFCO may terminate this Contract and/or the Executive Officer may suspend this Contract without cause upon 30 days written notice served upon Contractor stating the extent and effective date of termination or suspension.

2.2. Notwithstanding the foregoing, LAFCO may, upon five (5) days written notice, suspend or terminate this Contract for Contractor's default, including by not limited to, if Contractor materially breaches this Contract, refuses or fails to comply with the provisions of this Contract or fails to make progress so as to endanger performance and does not cure such

failure within a reasonable period of time. In the event of such termination, LAFCO may proceed with the work in any manner deemed proper to LAFCO.

2.3. After receipt of the Notice of Termination or Suspension pursuant to paragraph 2.1 or 2.2 above, Contractor shall:

a.) Complete only those items of work which are at various stages of completion if directed to do so by the Executive Officer and shall stop all work under this Contract on the date specified in the Notice of Termination.

b.) Transfer to LAFCO and deliver in the manner, and to the extent, if any, as directed by LAFCO, any information, data or reports prepared by Contractor under this Contract which shall be delivered to LAFCO upon request and shall become the property of LAFCO.

2.4. After termination or suspension of the Contract pursuant to this section, LAFCO shall make payment for all services performed in accordance with this Contract and the Notice of Suspension or Termination. Contractor shall have no claim against LAFCO for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration, suspension or other termination of this Contract. This provision shall survive the expiration, suspension or termination of this Contract.

2.5. The rights and remedies of LAFCO provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

3. Disputes

Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract shall be decided by the Executive Officer who shall furnish the decision in writing. The decision of the Executive Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith. Contractor shall proceed diligently with the performance of the Contract work pending the Executive Officer's decision.

4. Amendments/Change Order

Modifications or changes to the Scope of Services or this Contract may only be made by written amendment or change order to this Contract signed by the Executive Officer and Contractor.

5. Independent Contractor

5.1 Contractor is, for purposes of this Contract, an independent Contractor and shall not be deemed an employee of LAFCO. It is expressly understood and agreed that Contractor shall in no event, as a result of this Contract, be entitled to any benefits to which LAFCO employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. Contractor hereby holds LAFCO harmless from any and all claims that may be made against LAFCO based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract. The employees or agents of each party shall not be construed to be the employees or agents of the other party for any purpose whatsoever. Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work under this Contract, all compensation and benefits. Contractor agrees that all persons performing work are, for purposes of Worker's Compensation liability, solely employees of Contractor and not employees of LAFCO.

5.2 It is further understood and agreed by the parties hereto that Contractor, in the performance of its obligations herein, is subject to the control or direction of LAFCO merely as to the result to be accomplished by the work hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

5.3 Contractor shall provide and maintain, throughout the term of this Contract, their own workplace, tools, equipment, and supplies necessary to perform the duties set forth under this Contract. Notwithstanding the foregoing, LAFCO may, in its sole discretion, and with its prior written consent, provide access to LAFCO facilities, offices, or meeting rooms during regular work hours for meetings, conferences, or other work of Contractor.

5.4 Contractor has the right to perform services for other clients during the term of this Contract as long as such services are not in direct conflict with the services provided to LAFCO.

6. Subcontract For Work Or Services

No Contract shall be made by Contractor with any party for furnishing any of the work or services herein contained without the prior written approval of the Executive Officer but this provision

shall not require the approval of Contracts of employment between Contractor and personnel assigned for services hereunder, or for parties named in the proposal and agreed to under this Contract.

7. Interest Of Contractor

Contractor covenants that it presently has no interest, including but not limited to, other projects or independent Contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed or retained by it under this Contract.

8. Conduct Of Contractor

8.1. Contractor agrees to inform LAFCO of all Contractor's interest, if any, which are or which Contractor believes to be incompatible with any interest of LAFCO.

8.2. Contractor shall not, under circumstances, which might reasonably be interpreted as an attempt to influence the Contract work, or to accept any gratuity or special favor from individuals or organizations with whom Contractor is doing business or proposing to do business, in accomplishing the work under the Contract.

8.3. Contractor or employees thereof shall not offer gifts, gratuity, favors and/or entertainment directly or indirectly to LAFCO employees or to any employees of the affected cities in accomplishing the Contract work.

9. Disallowance

In the event Contractor receives payment for services under this Contract which is later disallowed for nonconformance with the terms and conditions herein by LAFCO, Contractor shall promptly refund the disallowed amount to LAFCO on request, or at its option, LAFCO may offset the amount disallowed from any payment due to Contractor under any Contract with LAFCO.

10. Governing Law; Jurisdiction; Severability

This Contract and its construction and interpretation as to validity, performance and breach shall be construed under the laws of the State of California. Any legal action related to this Contract shall be filed in the Superior Court of the State of California located in Los Angeles, California. In the event any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or

unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

11. Insurance Requirements

Without limiting or diminishing Contractor's obligation to indemnify or hold LAFCO harmless, Contractor shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Contract:

A. Workers' Compensation

If Contractor has employees as defined in the State of California, Contractor shall procure and maintain for the life of the Contract, Worker's Compensation Insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall also include Employer's Liability with limits all applicable to state and federal laws. As mandated by California State Law, the Contractor shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. The policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than **$1,000,000** per person per accident. The policy shall be endorsed to waive subrogation in favor of LAFCO, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

B. Commercial General Liability

The Contractor shall procure and maintain for the life of the Contract Commercial General Liability insurance coverage, including but not limited to, premises liability, Contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of Contractor's performance of its obligations hereunder. The policy shall name LAFCO, its Commissioners, officers, employees, agents and representatives as Additional Insureds. Policy's limit of liability shall not be less than **$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit.

C. Vehicle Liability

If Contractor's vehicles or mobile equipment are used in the performance of the obligations under this Contract, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than **$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract work or be no less than two (2) times the occurrence limit.

D. **Professional Liability Insurance**

The Contractor shall procure and maintain for the life of the Contract Professional Liability Insurance providing coverage for Contractor's performance of Contract work, with a limit of liability of not less than **$1,000,000** per occurrence and **$2,000,000** annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Contract and Contractor shall purchase at their sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, the commencement of this Contract; or 3) demonstrate through Certificates of Insurance that Contractor has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Contract.

Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an AM BEST rating of not less than A: VII (A:8) unless such requirements are waived, in writing, by LAFCO. If LAFCO waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

E. General Insurance Provisions - All lines

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by LAFCO. If LAFCO waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) Contractor's insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed $500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the LAFCO before the commencement of operations under this Contract. Upon notification of

deductibles or self-insured retention's unacceptable to LAFCO, and at the election of LAFCO, Contractor's carriers shall either; 1) reduce or eliminate such deductibles or self-insured retention's as respects this Contract, or 2) Contractor or their carrier shall procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) Contractor shall cause Contractor's insurance carrier(s) to furnish LAFCO with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by LAFCO, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to LAFCO prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Contract shall be terminated or suspended forthwith, unless LAFCO receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *Contractor shall not commence operations until LAFCO has been furnished and approved original Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section.*

4) It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and LAFCO'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) LAFCO'S Reserved Rights--Insurance. If, during the term of this Contract or any extension thereof, there is a material change in the scope of services; LAFCO reserves the right to adjust the types of insurance required under this Contract and the monetary limits of liability for the insurance coverage's currently required herein, if in LAFCO's reasonable judgment, the amount or type of insurance carried by Contractor has become inadequate.

6) Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Contract.

12. Licensing And Permits

12.1 Contractor shall be licensed, if required, in accordance with the laws of this State and if not so licensed is subject to the penalties imposed by such laws.

13.2 Contractor further warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, State of California, the County of Los Angeles and all other appropriate governmental agencies, and shall maintain these throughout the term of this Contract.

14. Contractor's Responsibility

14.1 It is understood that Contractor has the skills, experience and knowledge necessary to perform the services agreed to be performed under this Contract, and that LAFCO relies upon Contractor's representations about its skills, experience and knowledge to perform Contractor's services in a competent manner. Acceptance by LAFCO of the services to be performed under this Contract does not operate as a release of said Contractor from responsibility for the work performed.

14.2 It is further understood and agreed that Contractor is apprised of the Scope of Services, EXHIBIT A, to be performed under this Contract and Contractor agrees that said work can and shall be performed in a fully competent manner.

15. Ownership of Contract Materials

15.1 Contractor and LAFCO agree that all materials including, but not limited to, designs, specifications, techniques, plans, reports, deliverables, data, photographs, diagrams, maps, images, graphics, text, videos, advertising, software, source codes, website plans and designs, interactive media, drafts, working papers, outlines, sketches, summaries, edited and/or unedited versions of deliverables, and any other materials or information developed under this Contract and any and all Intellectual Property rights to these materials, including any copyrights, trademarks, service marks, trade secrets, trade names, unpatented inventions, patent applications, patents, design rights, domain rights, know-how, and any other proprietary rights and derivatives thereof, is and shall be the sole property of LAFCO (hereafter collectively, "LAFCO Materials"). Contractor hereby assigns and transfers to LAFCO all Contractor's right, title, and interest in and to all such LAFCO Materials developed under this Contract.

15.2 Notwithstanding such LAFCO ownership in the LAFCO Materials, Contractor may retain possession of working papers and materials prepared by Contractor under this Contract. During and for a minimum of five years subsequent to the term of this Contract, LAFCO shall have the right to inspect any and all such working papers and materials, make copies thereof and use the working papers and materials and the information contained therein.

16. Non-Discrimination & Equal Opportunity

Contractor shall be an equal opportunity employer that does not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Contract; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Practices Act (commending with Section 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352), and the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws and regulations.

17. Assurances

Contractor will comply with all applicable LAFCO policies and procedures. In the event that the policies and procedures promulgated by LAFCO are more restrictive, but not in conflict with Federal or State policies and procedures, those issued by LAFCO will prevail.

18. Records and Documents

Contractor shall make available, upon written request by LAFCO and any duly authorized Federal, State or County agency, a copy of this Contract and such books, documents and records as are necessary to certify the nature and extent of the costs of the services provided by Contractor. All such books and records shall be maintained by Contractor for at least five years from the termination of this Contract and be available for audit by LAFCO. Contractor shall provide LAFCO with reports and information relative to this Contract and in accordance with terms set forth herein, as requested by LAFCO.

19. Confidentiality

CONTRACTOR shall maintain the confidentiality of all records obtained from LAFCO under this Contract in accordance with all applicable Federal, State, and local laws, ordinances, regulations, and

directives relating to confidentiality. In addition, the Contractor shall maintain strict privacy of all LAFCO records, data and files (regardless of media), including any copyrighted material received from LAFCO.

20. Administration/Contract Liaison

The Executive Officer, or designee, shall administer this Contract on behalf of LAFCO.

21. Notices

All correspondence and notices required or contemplated by this Contract shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one day after their deposit in the United States mail, postage prepaid:

Local Agency Formation Commission for
the County Los Angeles
Attn: Paul A. Novak, Executive Officer
80 South Lake Avenue., Ste. 870
Pasadena, CA 91101

Contractor NAME _____
Attn Contact Name: _____
Address Line 1: _____
Address Line 2: _____
City, State, Zip: _____

22. Force Majeure

22.1 In the event Contractor is unable to comply with any provision of this Contract due to causes beyond their control such as acts of God, acts of war, civil disorders, or other similar acts, Contractor shall not be held liable to LAFCO for such failure to comply.

22.2 In the event LAFCO is unable to comply with any provision of this Contract due to causes beyond its control, such as acts of God, acts of war, civil disorders, or other similar acts, LAFCO shall not be held liable to Contractor for such failure to comply.

23. Mutual Cooperation

LAFCO agrees to cooperate with Contractor in Contractor's performance of services for LAFCO under this Contract, including providing Contractor with reasonable facilities and timely access to LAFCO data, information and personnel. LAFCO shall be responsible for the performance of its employees and agents and for the accuracy and completeness of all data and information provided to Contractor.

24. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, LAFCO may be required to submit a Report of Independent Contractor(s) form DE 542 to the Employment Development Department.

It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders and for no other purposes and will be held confidential by those agencies. Failure of Contractor to timely submit the data and/or certificates required may result in Contract being awarded to another Contractor. In the event a Contract has been issued, failure of Contractor to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within 60 calendar days of notice from LAFCO shall constitute grounds for termination of the Contract.

If you have any questions concerning this reporting requirement, please call (916) 657-0529. You may also contact your local Employment Tax Customer Service Office listed in your telephone directory in the State Government section under “Employment Development Department,” or you may access their Internet site at www.edd.ca.gov.

Pricing Sheet Attachment 1 City Name

	PROPOSER NAME			
POSITION TITLE:				
No. of Hours:				
Task Description				
Task 1: Project Initiation				
Task 2: Data Collection and Review				
Task 3: Administrative Review Draft of MSR				
Task 4: Public Review Draft of MSR				
Task 5: Completion of Final MSR				
Total Hours				
Hourly Rate				
Sub-total				
Additional Costs List				
(i.e. Additional Community Meeting)				
Total Costs NOT-TO-EXCEED				

Attachment 2

PROPOSER NAME		
Task Description	**BEGIN DATE**	**COMPLETION DATE**
Task 1: Project Initiation		
Task 2: Data Collection and Review		
Task 3: Administrative Review Draft of MSR		
Task 4: Public Review Draft of MSR		
Task 5: Completion of Final MSR		