CITY OF EL PASO DE ROBLES
“The Pass of the Oaks”

REQUEST FOR PROPOSALS

UTILITY BILLING SOFTWARE AND IMPLEMENTATION SERVICES

RELEASE DATE: August 20, 2018
RESPONSE DUE: October 5, 2018
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I. INTRODUCTION
The City of Paso Robles (“City”) is requesting proposals from interested and qualified vendors for Utility Billing Software. The proposed solution should accommodate all current City utility billing processes and procedures. The selection and implementation of new Utility Billing Software should also be seen as an opportunity to improve City business functions, productivity and the use of new and future technology.

There is no expressed or implied obligation of the City to reimburse responding vendors for any expense incurred in preparing proposals in response to this request.

During the evaluation process, the City reserves the right, where it may serve the City’s best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions.

The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the vendor of the conditions contained in this request for proposal, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the vendor selected.

To be considered, a proposal must be received by 4:00 PM, October 5, 2018. Please see the Instructions to Submitting Vendors in this document for further information.

II. CITY OVERVIEW
The City was incorporated in 1889 as a general law city that operates under the City Council-City Manager form of government. The City is located approximately midway between Los Angeles and San Francisco and services a population of approximately 31,300.

The City provides safe and healthy drinking water to the City each day. The City manages three water supplies (Salinas River, Groundwater, and Lake Nacimiento) and two water treatment plants. The City also provides wastewater collection and treatment for all non-garbage wastes in the City, including industrial wastewater. The City operates a wastewater treatment plant with a power cogeneration system and laboratory. Tertiary treatment facilities are under construction and will be able to supply recycled water upon completion.

The Utility Billing Division, a component of the Administrative Services Department, is responsible for the billing and collections of all water and sewer accounts located within the City. The Division employs five full-time team members for the approximately 11,000 residential, commercial, and landscape accounts that are billed on a monthly basis. The City has a combined fixed and variable charge for both the water and sewer enterprises. The sewer charge for commercial accounts is based on water consumption. For residential customers, the charge is also based on water consumption, but up to a maximum usage based on a 3-month average use (typically in the December, January and February months). City Council approved water rates for a five-year period ending in January 2021. Sewer rates have not changed since July 2016 and has the potential to change as early as January 2020.

Meter reading, billing, penalties and shut offs for non-payment are accomplished on a master calendar that is currently maintained outside of the billing system. Water meters are read manually and input into handheld devices provided by Alexander Contracting Services, a third party vendor. This data is then transferred from the handheld devices
into a .txt file that is imported into the utility billing system. A sample of the .txt file is attached to this Request for Proposal (RFP) in Attachment A. City employees use handheld devices, loaded with Northstar’s mCare Field Service Application, to complete service orders (meter reads, meter change outs, move ins/outs, etc.).

Utility billing customers have the ability to make payment through a variety of platforms including online web payments, automatic withdrawal from bank accounts, credit cards, cash and/or check. Additionally, customers have the option to opt out of paper billing and/or receive e-mail notification.

Currently, the City uses NorthStar Utility Billing Software v6.3.1. The information is exported from NorthStar and imported into the City’s financial and accounting system, MUNIS v11.3. DivDat provides printing and mailing of the utility bills. Some billing such as final closing bills and bill adjustments are printed in-house.

III. NATURE OF SERVICES REQUIRED

A. Scope of the Work

The City is seeking a utility billing software application that will meet current core functions and future needs of the City, and will integrate all aspects of utility services, including maintaining account, billing and collection, payment interfaces, and customer web access. Additionally, the City desires to implement improvements to reporting functions, continue the ability to email bills and improve the automation and streamlining of the utility billing process. The City may implement newer technologies and processes such as Automated Meter Reading in the future.

In addition to the installation of the new utility billing software, the vendor must also convert current utility billing data, including customer information, account balances, meter number, service address, etc. into the new software database, train City staff, and to extend technical support as long as the City contracts with the vendor.

The City’s standard professional services agreement (Attachment B) will be executed with the recommended vendor that provides the best value for the City including installation, conversion, implementation, training and support, and all other specifications of this RFP.

B. Functionality Requirements

The functionality requirements are organized into nine categories identified in the following:

1. General Functionality
   a. Must be compatible with current IT infrastructure as stated in this Part III, Section C of this RFP.
   b. Uses wizards to expedite processes such as setting up new accounts, meter change outs and creating service orders.
   c. Provides various levels of security. Access should allow each user group to be granted full access, read-only access, or limited access. Allow for administration of user access and password administration including but not limited to Single-Sign-On connectivity with City’s Active Directory.
d. Provides administration including the ability to change or update field values within the system.

e. Provides technical support for software and hardware Monday through Friday.

f. Interface to cash register, general ledger, meter reading, remittance processing software, parcel inventory, and mapping and web application. Please see Attachment A for file formats.

2. Customer Account and Location Management

a. Support an unlimited number of accounts.

b. Ability to define, add, change and delete an unlimited number of account types.

c. Ability to query an account based on various search criteria such as customer name, account number, social security number, phone number, parcel number, service address, or meter number.

d. Provides summary and detail level inquiry of customer records.

e. Provides new account set up and account maintenance on-line in real time.

f. Ability for unlimited notes on accounts with the ability to assign alert flags to accounts with notes.

g. Ability to provide an audit trail for changes to an account.

h. Support unlimited transaction and consumption history.

i. Accommodates new customers at an existing service change of address through an automated transfer function.

j. Ability to transfer customer balance, deposits and other occupant related information to a new account when a customer transfers to a new service address.

k. Provides a Coding Accuracy Support System (CASS) certification process to insure and maintain accurate postal information.

l. Ability to track information through system by customer. Ability to view all accounts that customer has had and status of accounts.

m. Ability to track an unlimited number of user-defined events on an account (i.e. late notices, shut off, etc.).

n. Ability to display account information via web application.
o. Ability to track information through the system by contact or property. Ability to see all accounts at a given property (current and prior) and be able to view all accounts associated with a customer.

3. Rates and Fees Management
   a. Ability to define, add, change, and delete an unlimited number of rate code types and amounts.
   b. Ability to define an effective date for rate tables and prorate charges based on the effective date.
   c. Ability to define service rates that are consumption based, fixed, percentages, subtract meters, budget based, tiered, or seasonally averaged.
   d. Ability to base charges for non-metered services such as sewer on water consumption with the ability to cap sewer charges (for example based on average water consumption over a 3-month period).
   e. Ability to define distribution of fees to multiple general ledger accounts based on user-defined account type, fee category, service type, or reason code.
   f. Ability to define, add, change, and delete an unlimited number of services types.
   g. Ability to assess various types of penalties for high use during mandatory water conservation based upon various criteria such as water budget and percent reduction.
   h. Ability to enter stop and start dates for individual fees on an account.

4. Meter Reading and Inventory
   a. Ability to define, add, change, and delete an unlimited number of meter types.
   b. Ability to maintain an unlimited number of meters.
   c. Ability to identify a meter by type, size, serial number, manufacturer, location, and install date.
   d. Provides ability to enter meter-reading data through data entry screens from hand-held devices, .txt file or wireless automated meter reading system.
   e. Service consumption automatically calculated upon entry of meter reading with ability to edit readings.
   f. Allows concurrent meter reading data entry of one route while processing billing for another.
   g. Maintains meter readings and dates independent of customer or account changes.
h. Provides ability to enter a meter change without interruption of the billing cycle and final billing.

i. Generates work orders based on meter reading exception messages and actions entered along with meter reading.

j. Ability to describe the location of the meter at a service location.

k. Ability to view a history of all meters that have been installed at the service location.

l. Ability to record unlimited notes for a meter.

m. Ability to define meter read types.

n. Ability to estimate meter reads based on user-defined history preference.

o. Ability to identify reads that were estimated versus actual reads.

p. Ability for system to automatically identify rollover readings based on meter setup.

q. Flexible high/low feature that allows the user to set range of parameters that produces consumption edit register for screening variables such as high/low consumption, no current read, zero consumption, etc.

r. Ability to change out meters at any time. Where meters have been changed out, ability to show separate individual meter readings and consumption and to show total consumption and billing amount on the same bill.

s. Ability to change meter-reading sequence without changing customer account number.

t. Ability to graphically display consumption history for an account.

u. Ability to display average consumption by month for an account.

v. Ability to view consumption history in numeric and graphical format via web application.

w. Maintains reading instructions, prints instructions on read sheets, and provides information in meter reading interface.

x. Allows user to flag individual accounts for which zero consumption is not considered an exception.

y. Ability to calculate a winter consumption average to be applied as a billing cap.

z. Ability to display and maintain record of past customer caps on their account.
aa. Prints meter route pages in customer number or route sequence number order.

5. Billing Management
   a. Supports a multi-cycle billing system.
   
b. Provides a complete or exception only billing pre-list for review prior to bill printing.
   
c. Allows printing of multiple cycles in one billing run.
   
d. Generates one utility bill covering all services and charges and itemizes charges separately.
   
e. Maintains a file of comments for inclusion on utility bills, reminder notices or shut off notices.
   
f. Provides user-defined free form message on bills.
   
g. Bill includes billing date, account number, service period, current read, prior read, consumption billed, itemized charges, balance forward, amount due, due date, numerical and graphical prior-same period usage, average gallons used per day and a comments section.
   
h. Generates a return stub so that cash receipts can be read with an optical character reader, scanning the account and amount.
   
i. Ability to view and reprint a past bill at any time.
   
j. Produces final notices.
   
k. Ability to produce statements for customers with multiple utility accounts.
   
l. Ability to sort bills by zip plus four to take advantage of postage discounts.
   
m. Ability to export bills to a file for 3rd party printing. Please see Attachment A for an example of the bill printing file format (D).
   
n. Ability to prorate bills for new and closed accounts.
   
o. Supports calculation of consumption using current and previous meter readings multiplied by user-defined multipliers (such as number of dwelling units).
   
p. Calculates final bills during any cycle based on the internal issuance of a turn off service order or closing a customer account.
   
q. Supports billing adjustments such as read errors, automatically adjusts billing amounts and history.
r. Allows printing of third party (dual notification) bills during bill run.

s. Ability to not print a paper bill and email the bill to the customer.

6. **Financial Management**
   a. Allows positive or negative transaction adjustments with a complete audit trail.
   
   b. System automatically generates the appropriate journal entries for “internal” accounts.
   
   c. Provides automatic allocation of payments to billed service with ability to adjust or override the default distribution.
   
   d. Accepts over-payment or credit adjustment with amount maintained as unapplied credit balance or be applied to the next service bill.
   
   e. Provides complete audit trail of payments processed for reconciliation prior to general ledger cash posting.
   
   f. Ability to generate a counter invoice detailing charges and balance due.
   
   g. Ability to import payment records from bank website and remittance processing software.
   
   h. Ability to accept full, over, partial, and pre-payments.
   
   i. Ability to distribute partial payments based on user-defined preference (due date, service type, or percentage).
   
   j. Provision for data entry correction of any distribution errors.
   
   k. Provides for auto-pay option for customers to pay from customer’s bank account or credit card.
   
   l. Ability to scan payment information directly into the system using a bar code or OCR scanner.
   
   m. Ability to support payment arrangements for customers to schedule payments for outstanding balances.
   
   n. Ability to recognize pending payments to prevent customers from being included on the shut off list.
   
   o. Ability to display transaction history including bills, receipts adjustments, credits and refunds for an account.
   
   p. Ability to display details of transaction and drill down to transaction.
   
   q. Accepts only one deposit per customer account.
r. Ability to automatically apply deposits to a final bill or an account that has been in good standing for a user-defined period of time.

s. Ability to automate the credit/refund process by batch.

t. Ability to automatically apply deposits to the correct revenue accounts.

u. Ability to display account transaction history via web application.

v. Ability to pay outstanding balances or set up automatic payment from credit card or checking account via web application.

7. **Delinquency Management**

   a. Ability to age accounts in 30, 60, 90 and 120 day increments.

   b. Ability to automatically add late penalties or interest to delinquent accounts according to a flexible rate structure determined by the user.

   c. Automatic printing of shut off notices and service orders through interface to service order system.

   d. Ability to produce delinquent bills for customers that have already received a final bill but continue to maintain an unpaid balance.

   e. Automated special payment arrangements allowing customer to pay amount due over time.

   f. Ability to automatically assess a charge to an account if a shut off is processed.

   g. Allows selected accounts to be flagged as exempt from receiving past due notices.

   h. Processes accounts for write off and collection.

   i. Maintains a dynamic shut off list that can be automatically or manually updated.

   j. Produces shut off and restore door tags for accounts that are being shut off.

   k. Ability to deliver shut off and restore tags to account holders via email.

8. **Service Order Management**

   a. Ability to define, add, change, and delete service order types.

   b. Service order system provides automated updates to the utility system upon completion of service order.
c. A history of all service orders related to a service address should remain with the service address record. Service orders should provide drill down functionally for details of actual service order.

9. Reporting
a. Includes standard financial, operational, service work order reports and audit trails.

b. Includes the ability to run reports for any given time period in history.

c. Includes end user reporting tool to create reports based on any field combination or partial field within the utility billing system, including three custom reports at launch.

d. Ability to export reports to Microsoft Excel and Word.

e. Ability to generate a list of accounts, customers, or meters based on user-defined selection criteria.

f. Ability to generate analysis reports with user-defined parameters with flexible selection criteria and grouping options.

C. Hardware and Software Standards
The City requires solutions that comply with the following standards:

Server hardware – HP Proliant servers and connected SAN
Server operating system – Microsoft Windows Server 2016 with Active Directory
Virtual Infrastructure – Microsoft Hyper-V Cluster
Database – Microsoft SQL Server 2016 with SSRS

D. System Testing and Acceptance
The City cannot accept the software until it has validated that the vendor has met all requirements stated in this RFP. The vendor shall provide all labor and supervision for the installation, testing, and final implementation.

The City, working with the vendor, shall develop acceptance procedures to ensure the software is installed properly and accepted. All software provided shall be tested to confirm that it is compliant with the current specification. All software is to be free from defects in design, material, workmanship, and is capable of sustained performance in the operating environment.

All of the software shall pass the tests described below and have the City declare that the objectives of the tests have been met.

- Free from operational defects.
- Compliant with all specifications and requirements.
- Delivered and accounted for; including all media, documentation, training and support items.
IV. PROPOSAL REQUIREMENTS

The submitted proposal must address all categories and performance expectations within this RFP. Before submitting a proposal, vendors shall examine the specifications in order to understand all existing conditions and limitations. The vendor shall indicate in the proposal the itemized costs of all items included in this RFP.

A. Executive Summary

Provide a concise overview describing the proposed approach to completing the work.

B. Description of Organization and Qualifications

- Provide a description of the major business functions, history and structure of the organization.

- Include a profile of the office location, staff and services that will be assigned to the City’s account.

- Specify the number of years the vendor has been in the public sector software business.

- Provide a brief statement of the company’s background demonstrating longevity and financial stability.

- Describe internal performance metrics used to quantify key customer support responsiveness, such as issues resolved on first call or average time to reach issue resolution.

- Provide the following background information on the proposed utility billing software: original development, date of first release and date of most recent release.

C. Experience on Similar Projects

Provide summaries or brief descriptions of a minimum of three projects performed which are most related to the requirements of this project. Limit descriptions to those most relevant to this project and most representative of the vendor’s capabilities. References must be for goods and services provided within the last five years. Include the name of the client and a contact person, date of installation, software installed, any installation issues, and custom features or extensive report capabilities.

D. Detailed Description of Proposed Solution

Describe how the vendor will meet all of the functionality requirements listed in Part III, Section B Functionality Requirements. Indicate for each of the requirements whether the software is fully compliant, requires a modification or is not available. Provide a timeline with proposed dates beginning with contract execution and ending with full implementation.
E. Software and Hardware Platform

Describe the software and hardware platform required/recommended and provide a brief explanation of any exceptions to the City’s standards. Include options for a hosted solution for comparison.

F. Data Conversion

Describe how the vendor will convert current Utility Billing data into the new Utility Billing software. Conversion should include historical consumption and financial data currently in the existing Utility Billing database. The City will not export data from the database; it will be the vendor’s responsibility to extract the necessary information from a complete database backup of the existing system.

G. Implementation, Training and Support Services

This proposal shall include a detailed schedule, identification of project manager, team members, and key personnel with resumes attached for all personnel involved.

- Provide an installation plan as part of this proposal. This plan shall be detailed enough so that the City shall know every step of the installation process. Each task shall be broken out and described in detail.
- Describe the approach and resources needed to implement the proposed software.
- Provide a user training approach that will properly prepare staff, supervisors and other personnel on the day-to-day use of the new utility billing software.
- Provide a training approach that will properly prepare City Information Technology staff in the administration, management and any planned and unplanned maintenance of the new utility billing software.
- Describe all support resources available. The vendor should provide support that is capable of solving any software-related problems during all City business hours. Vendor must also supply a copy of the maintenance agreement that is proposed, as well as a description of the software maintenance services, terms, and dates.

H. Annual Maintenance and Upgrades

Vendor must provide the annual maintenance fees associated with the new utility billing software. It is expected that upgrades shall be available to allow the City to take advantage of improvements in both software and hardware capabilities. The vendor shall provide regular upgrades to the software from date of implementation. Describe the upgrade process.

I. Pricing

Provide detailed pricing of all costs to fully implement the successful operation of the proposed utility billing system. Include cost of software license fees, cost of each user, modification, implementation, training, hardware, add-on 3rd party software,
three years of annual maintenance with an option for five years, travel, data conversion, and any other anticipated costs.

V. TIME REQUIREMENTS

<table>
<thead>
<tr>
<th>Activity</th>
<th>Date*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Request For Proposals Issuance</td>
<td>August 20, 2018</td>
</tr>
<tr>
<td>Deadline for Submittal of Questions</td>
<td>September 7, 2018 by 4:00pm PDT</td>
</tr>
<tr>
<td>Response to Questions</td>
<td>September 24, 2018 by 4:00pm PDT</td>
</tr>
<tr>
<td>Deadline for Submittal of Proposal</td>
<td>October 5, 2018 by 4:00pm PDT</td>
</tr>
<tr>
<td>Review of Submissions</td>
<td>Through November 2, 2018</td>
</tr>
<tr>
<td>Notification of Vendor Demonstrations/Request for Pricing Information</td>
<td>Week of November 5, 2018</td>
</tr>
<tr>
<td>Vendor Demonstrations</td>
<td>Through November 30, 2018</td>
</tr>
<tr>
<td>Selection of Vendor</td>
<td>Week of December 3, 2018</td>
</tr>
<tr>
<td>Contract Negotiations</td>
<td>Begins Week of December 10, 2018</td>
</tr>
</tbody>
</table>

* Dates subject to change

VI. METHOD OF SELECTION

The intention of the City is to procure functionally complete, cost effective, and integrated software applications. Responses to this RFP will be evaluated according to the following criteria and selection will be based on the product that provides the best result for the City:

a. Quality, clarity and responsiveness of proposal in conformance with instructions, conditions, and format contained herein.

b. Functional/Technical requirements.

c. Installation, implementation, and training plans.

d. Demonstrated performance of proposed system elsewhere in the public sector, system maintenance, system updates, and ongoing technical support.

e. Vendor financial stability.

f. Cost and quality of software/implementation services.

g. Potential on-site demonstrations and visits to client sites.

h. Ability to provide an integrated, all-in-one system that includes the most pertinent modules required by the City.

i. References from other similar clients.

VII. INSTRUCTIONS TO SUBMITTING VENDORS

A. Examination of Proposal Documents

By submitting a proposal, the prospective vendor represents that it has thoroughly examined and become familiar with the services required under this RFP, and that it is capable of delivering quality services to the City in a creative, cost-effective and service-oriented manner.
B. Questions/Clarifications

Please direct any questions regarding this RFP to Theresa Variano via e-mail at tvariano@prcity.com or by phone at 805-237-3999.

C. Submission of Proposals

The original proposal and five identical copies must be received no later than 4:00 PM on October 5, 2018, by the Department of Administrative Services. The original shall be clearly marked “original”. Proposals will not be accepted after this deadline. Faxed or e-mailed proposals will not be accepted. Proposals must be sealed and clearly state on the outside of the package or envelope: “Proposal for Utility Billing Software”.

The Proposal should be addressed as follows:

City of Paso Robles
Department of Administrative Services
Attn: Ryan Cornell, Finance Manager
821 Pine Street, Suite A
Paso Robles, CA 93446

D. Withdrawal of Proposals

A vendor may withdraw its proposal at any time before the due date for submission of proposals as provided in this RFP by delivering a written request for withdrawal signed by, or on behalf of the prospective firm.

E. Rights of the City of Paso Robles

This RFP does not commit the City to enter into a Contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract.

The City reserves the right to:

a. Make the selection based on its sole discretion;

b. Reject any and all proposals without prejudice;

c. Issue subsequent Requests for Proposal;

d. Postpone opening for its own convenience;

e. Remedy technical errors in the Request for Proposal process;

f. Approve or disapprove the use of particular sub-contractors;

g. Negotiate with any, all, or none of the prospective vendors;

h. Solicit best and final offers from all or some of the prospective vendors;

i. Accept other than the lowest offer; and/or

j. Waive informalities and irregularities in the proposal process.
F. Contract Type

The City’s standard Professional Services Agreement (ATTACHMENT B) will be executed with the recommended vendor.

G. Collusion

By submitting a proposal, each prospective vendor represents and warrants that its proposal is genuine and not a sham or collusive or made in the interest of or on behalf of any person not named therein; that the prospective vendor has not directly induced or solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal; and, that the prospective firm has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.
ATTACHMENT A

FILE FORMATS

A. Meter Reading – Text File

<table>
<thead>
<tr>
<th>Positions</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-4</td>
<td>Route Number</td>
</tr>
<tr>
<td>5-10</td>
<td>Account Number</td>
</tr>
<tr>
<td>11-20</td>
<td>Meter Number</td>
</tr>
<tr>
<td>21-29</td>
<td>Read</td>
</tr>
<tr>
<td>30-34</td>
<td>Date/High/Low</td>
</tr>
</tbody>
</table>

Example:

```
12 0123451111111 1234 0618H
12 0123451111111 1234 0618L
23 1234562222222 451 0618H
43 3456783333333 675 0618H
```

B. Remittance Processing – Standard NACHA Format

<table>
<thead>
<tr>
<th>File Header</th>
<th>Batch Header</th>
</tr>
</thead>
<tbody>
<tr>
<td>Positions</td>
<td>Description</td>
</tr>
<tr>
<td>1</td>
<td>Fixed Value</td>
</tr>
<tr>
<td>2-3</td>
<td>Fixed Value</td>
</tr>
<tr>
<td>4-13</td>
<td>Immediate Destination</td>
</tr>
<tr>
<td>14-23</td>
<td>Immediate Origin</td>
</tr>
<tr>
<td>24-29</td>
<td>File Date</td>
</tr>
<tr>
<td>30-33</td>
<td>Time Stamp</td>
</tr>
<tr>
<td>34</td>
<td>Fixed Value</td>
</tr>
<tr>
<td>35-37</td>
<td>Fixed Value</td>
</tr>
<tr>
<td>38-39</td>
<td>Fixed Value</td>
</tr>
<tr>
<td>40</td>
<td>Fixed Value</td>
</tr>
<tr>
<td>41-63</td>
<td>Destination Name</td>
</tr>
<tr>
<td>64-86</td>
<td>Origin Name</td>
</tr>
<tr>
<td>87-94</td>
<td>Fixed Value</td>
</tr>
</tbody>
</table>
C. General Ledger Import – Coma Separated Values File

File includes journal number and type, date, general ledger number and amount.

D. Bill Printing – Flat File

Example:

```
ACCT|002|0111|00000222|01|00022222|06/20/2018|06/01/2018|
126.87|   126.87|*000000000000000000*|100 Axxxxx Ct|Rxxxxx
Mxxxx|M|10 Axxxx Avenue||Bxxxxxx|CA|00000|REGULAR|1|SINGLE
```
Watering limited to before 9AM or after 7PM. Questions: visit www.xxxxxxxxx.com or call 800-222-2222.

CHRH|00000222|PREVIOUS BALANCE| 105.83|
CHRH|00000222|PAYMENT 05/20/2018| -105.83|
CHRH|00000222|BALANCE FORWARD| 0.00|
CHRG|00000222|Water Variable Charges| 89.42|
CHRG|00000222|Sewer Variable Charges| 4.00| 31.20|
CHRG|00000222|Water Monthly Flat Rate| 6.25|
CHRG|00000222|CURRENT CHARGES| 126.87|
CHRG|00000222|TOTAL AMOUNT DUE| 126.87|

ADDON|PAPMSG| TO BE DEBITED|PROMPTDATE|07/13/2018|
ATTACHMENT B

PROFESSIONAL SERVICES AGREEMENT

[***FOR PROFESSIONAL SERVICES – DEFINED AS:

specialized services such as financial, economic, accounting, legal, engineering or administrative services***] 

CITY OF EL PASO DE ROBLES

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of ________________, 20____ by and between the City of El Paso de Robles, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 1000 Spring Street, Paso Robles, CA 93446 ("City"), and [***INSERT NAME***], a [***INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY***] with its principal place of business at [***INSERT ADDRESS***] (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

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

____________________________________________________________________________

(hereinafter referred to as “the Project”).

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

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

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

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

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

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

3. **Additional Work.**

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

4. **Maintenance of Records.**

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

5. **Time of Performance.**

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

6. **Delays in Performance.**

   a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

   b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the
circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

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

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

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

8. Standard of Care

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

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Consultant

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

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

a. Commercial General Liability

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

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

Commercial General Liability Insurance must include coverage for the following:

1. Bodily Injury and Property Damage
2. Personal Injury/Advertising Injury
3. Premises/Operations Liability
4. Products/Completed Operations Liability
5. Aggregate Limits that Apply per Project
6. Explosion, Collapse and Underground (UCX) exclusion deleted
7. Contractual Liability with respect to this Contract
8. Broad Form Property Damage
9. Independent Consultants Coverage

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

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

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

b. Automobile Liability

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

ii. Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).
(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

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

c. Workers' Compensation/Employer's Liability

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

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

d. Professional Liability (Errors and Omissions)

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

e. Minimum Policy Limits Required

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

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Combined Single Limit</strong></td>
<td></td>
</tr>
<tr>
<td>Commercial General Liability</td>
<td>$1,000,000 per occurrence/ $2,000,000 aggregate for bodily injury, personal injury, and property damage</td>
</tr>
<tr>
<td>Automobile Liability</td>
<td>$1,000,000 per occurrence for bodily injury and property damage</td>
</tr>
<tr>
<td>Employer's Liability</td>
<td>$1,000,000 per occurrence</td>
</tr>
</tbody>
</table>
Professional Liability $1,000,000 per claim and aggregate (errors and omissions)

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

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

f. Evidence Required

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

g. Policy Provisions Required

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

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

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

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.
(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

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

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

i. Additional Insurance Provisions

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

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

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

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

j. Subconsultant Insurance Requirements. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

12. Indemnification.

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

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


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

b. If the services are being performed as part of an applicable “public works” or
“maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant
and all subconsultants performing such services must be registered with the Department of Industrial
Relations. Consultant shall maintain registration for the duration of the Project and require the same
of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and
enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to
comply with all applicable registration and labor compliance requirements. Notwithstanding the
foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and
1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the
small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

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

14. **Verification of Employment Eligibility.**

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. **Laws and Venue.**

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

16. **Termination or Abandonment**

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

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

17. **Documents.**

Except as otherwise provided in “Termination or Abandonment,” above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.
18. **Organization**

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

19. **Limitation of Agreement.**

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

20. **Notice**

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

**CITY:**
City of El Paso de Robles
1000 Spring Street
Paso Robles, CA 93446
Attn: Ryan Cornell, Finance Manager

**CONSULTANT:**
[***INSERT NAME, ADDRESS & CONTACT PERSON***]

and shall be effective upon receipt thereof.

21. **Third Party Rights**

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

22. **Equal Opportunity Employment.**

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

23. **Entire Agreement**

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

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

25. **Successors and Assigns**

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

26. **Non-Waiver**

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

27. **Time of Essence**

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

28. **City's Right to Employ Other Consultants**

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

29. **Prohibited Interests**

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

[SIGNATURES ON FOLLOWING PAGE]
SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF EL PASO DE ROBLES
AND [***INSERT NAME***]

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

CITY OF EL PASO DE ROBLES [INSERT NAME OF CONSULTANT]

By: ____________________ By: ____________________
Thomas Frutchey Its: ____________________
City Manager Printed Name:_____________________

ATTEST:

By: ____________________
Kristen L. Buxkemper
Deputy, City Clerk

CITY ATTORNEY APPROVAL:

By: ____________________
City Attorney

REVIEWED:

By: ____________________
City Project Manager
EXHIBIT A

Scope of Services
EXHIBIT B

Schedule of Charges/Payments

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

Activity Schedule