

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES (this “Agreement”) is made and entered into this ____ day of _____, 20___, by and between the CITY OF HERMOSA BEACH, a municipal corporation (“Hermosa Beach”), and the City of Lancaster, a municipal corporation and charter city (“Lancaster”) (collectively, the “Parties”).

RECITALS

WHEREAS Hermosa Beach desires to form a Community Choice Aggregation (“CCA”) to provide energy to its residents and businesses.

WHEREAS, Hermosa Beach desires for Lancaster to undertake certain services, as provided herein, identified as:

FORMATION OF A COMMUNITY CHOICE AGGREGATION

WHEREAS, Lancaster desires to provide Hermosa Beach with the professional, technical and other knowledge and expertise of Lancaster’s employees, contractors and/or consultants in connection with the formation of Hermosa Beach’s Community Choice Aggregation.

NOW, THEREFORE, the parties agree as follows:

1. **Parties.** The parties to this Agreement are the City of Hermosa Beach and the City of Lancaster.
2. **Description of Work.** Lancaster shall perform or contract for the performance of the services set forth in the “Scope of Services and Payment Schedule,” attached hereto as Exhibit “A” and incorporated herein by reference. Lancaster may perform or contract for the performance of additional services by the prior mutual agreement of the Parties and memorialized in an Amendment to this Agreement. Such additional services shall be billed at the hourly rates set forth in Exhibit B, attached hereto and incorporated by reference herein.
3. **Obligations of Hermosa Beach.** Hermosa Beach shall pay Lancaster an amount not to exceed \$77,000.00 for all work and services necessary to complete all phases of the CCA Formation, as described in the Scope of Services and Payment Schedule. Payments shall be due upon the completion of each phase of the formation of the CCA, in the amounts set forth in the Scope of Services and Payment Schedule.
4. **Obligations of Lancaster.** The Lancaster City Council or its designee shall determine which Lancaster employees, contractors and/or consultants shall perform the services as required by this Agreement.
5. **Term; Termination.** The term of this Agreement shall be upon the completion of all phases of CCA formation and final payment for the services, or upon the termination of the Agreement

become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

12. **Amendment.** Any amendment, modification, or variation from the terms of this Agreement shall be in writing and shall be effective only upon mutual written approval by Lancaster and Hermosa Beach.

13. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of California.

14. **Exhibits.** The following exhibit to which reference is made in this Agreement is deemed incorporated herein in its entirety:

Exhibit "A"	Scope of Services and Payment Schedule
Exhibit "B"	Rates for Consulting Services

15. **Effective Date; Counterparts.** This Agreement may be executed in counterparts by all parties and shall become effective and binding upon the parties at such time as all of the signatories hereto have signed the original or a counterpart original of this Agreement. Each such counterpart shall constitute an original and all such counterparts so executed shall constitute one Agreement, binding upon all of the parties thereto, notwithstanding that all of the parties are not a signatory to the original or the same counterpart. Each counterpart shall have the same force and effect as if all such signatures were contained in one instrument. A facsimile copy shall be considered an original for the purposes of this Agreement. Facsimile or e-mail transmissions shall be deemed effective as originals.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

[Signatures begin on following page]

CITY OF HERMOSA BEACH
HERMOSA BEACH, CALIFORNIA

By: _____

(Name, Title)

Dated: _____

ATTEST:

Hermosa Beach City Clerk

APPROVED AS TO FORM:

Hermosa Beach City Attorney

CITY OF LANCASTER
LANCASTER, CALIFORNIA

By: _____

Mark V. Bozigian, City Manager

Dated: _____

ATTEST:

Lancaster City Clerk

APPROVED AS TO FORM:

Lancaster City Attorney

EXHIBIT "A"

SCOPE OF SERVICES AND PAYMENT SCHEDULE

Phase 1: Preparation of the Ordinance re Intent to Form a CCA.....\$2,050.00

In order to form a CCA, the City Council of the City of Hermosa Beach must pass an ordinance certifying its intent to form a CCA. Lancaster will prepare the ordinance in a manner that accords with statutory requirements but is non-specific as to pricing, terms and operations of the CCA.

Phase 2: Development of Organizational Structure.....\$5,125.00

This phase will identify specific duties, address how Hermosa Beach will interface with consultants and other third parties, and develop organizational structures which outline the operational functions and duties.

Phase 3: Load Data Requests.....\$3,000.00

The Implementation Plan must contain a load forecast and estimate of electrical usage. This phase includes requesting data from So Cal Edison (SCE), and undertaking an initial analysis of the amount and type of energy currently being procured for Hermosa Beach's usage.

Phase 4: Load Forecasting, Data Analysis, and Pro-forma Development.....\$30,000.00

This phase entails utilizing advanced technical expertise to analyze the load data, determine a load profile, estimate total usage and compare it to current market conditions, and prepare a pro-forma to submit in the Implementation Plan.

Phase 5: Implementation Plan Document Preparation.....\$4,625.00

This phase includes incorporating and synthesizing all information created and obtained during the previous phases, and preparing the final Implementation Plan to be reviewed and approved by the Hermosa Beach City Council and thereafter submitted to the CPUC.

Other

Administrative and Clerical Expense.....\$17,000.00

This is a not-to-exceed estimate for administrative and clerical support to be provided throughout all phases of the Scope of Services as necessary to ensure timely and successful outcomes at Hermosa Beach City Council meetings, public forums (if any), and the CPUC. Such support will be provided by Lancaster employees. These expenses will be billed monthly, as incurred, at the hourly rates set forth in Exhibit B, attached hereto and incorporated by reference herein.

Travel Expense..... \$15,200.00

This is a not-to-exceed estimate for travel-related expenses necessary to undertake and complete the work described in this Scope of Services. These expenses will be billed monthly for actual travel-related expenses incurred. Any travel beyond the not-to-exceed estimate shall only be with the prior written approval of Hermosa Beach.

Total Costs for Formation Work.....\$77,000.00

EXHIBIT "B"

RATES FOR CONSULTING SERVICES

Deputy City Manager	\$ 150.00 per hour
Lancaster Choice Energy Director	\$ 120.00 per hour
Energy Manager	\$ 75.00 per hour
Clerical Support	\$ 54.00 per hour