



Request for Qualifications

Professional Real Estate Services for the City of Lompoc

**City of Lompoc
100 Civic Center Plaza
Lompoc, CA 93436**

Deadline for Submittal: March 31, 2016 no later than 5:00 p.m., Pacific Daylight Savings Time

February 25, 2016

1.0 BACKGROUND

The City of Lompoc (the “City”) is issuing a Request for Qualifications (“RFQ”) to identify potential service providers (“Respondent(s)”) to assist in the disposition of City properties. That includes creating optimal disposition strategies for select City properties to ensure best market value and greatest return for the City. A list of those properties has been established by staff and reviewed by City Council. There are a variety of differently zoned and used properties, varying in nature and size, and the chosen professional(s) (“Consultant(s)”) will need to demonstrate the knowledge and expertise in handling all aspects of the sale, including, but not limited to, proper market value, any restrictions, limitations on sale of parkland, disclosure requirements and possible contingencies. The City may award responsibility of all parcels to a single Consultant or to multiple Consultants if the City deems that desirable. The total acreage of all properties being considered is 284.47; however, the likely total that may be practical to sell is approximately 40 acres or less. The properties exist in various locations throughout the City and immediately adjacent and a working knowledge of real estate in the area will be necessary, which also includes holding all current professional licenses required, including a certification in the Multiple Listing Service (MLS) and City business tax certificate.

2.0 INTRODUCTION

The City is issuing this RFQ in order to identify potential real estate service providers. Included in this RFQ is a draft scope of services and tasks, and other information describing this potential opportunity.

All interested parties are encouraged to register as an interested party by providing their contact information to Laura Candy, Administrative Analyst, at email: L_Candy@ci.lompoc.ca.us to ensure you will receive copies of all questions and answers submitted and responded to up to the due date. All questions pertaining to this RFQ shall also be directed to the same email as listed above. The due date and time for this RFQ is March 31, 2016, by 5:00 p.m., Pacific Daylight Savings Time. Submission must be by hardcopy delivered by that deadline. Emailed or faxed submissions will not be sufficient.

3.0 COMPENSATION TO CONSULTANT

Compensation for the services for the disposition of each property, including commissions, will be at a predetermined, negotiated, fair market rate and payable only upon close of escrow and transfer of each property. The City does not anticipate paying any other costs related to this process, except City staff time.

4.0 OBJECTIVE AND GOALS

The objective of this RFQ is to identify qualified and eligible real estate service providers to assist in the disposition of certain, specifically identified City properties. The City’s primary objectives are to:

- (a) Facilitate the proper disposition of City-owned properties that currently sit vacant or unused, are not functioning in the City's core mission, or have no intentional future strategic plans identified, so as to enable future development or further purpose;
- (b) Create new economic opportunities through the offering of new properties on our local market for purchasing and planning consideration;
- (c) Reduce the City's current maintenance requirements and costs for the upkeep of vacant properties so as to lessen the burden on tax payers from the ongoing maintenance costs to the General Fund; and
- (d) Generate new revenue to the City by way of the sale of properties and possible future new development property tax revenue by returning properties to the tax base.

5.0 SCOPE OF SERVICES/ TASKS

The City seeks qualified real estate service providers capable of and experienced in performing a range of real estate services and has knowledge inclusive of all property types: commercial, residential, industrial, parkland and mixed-use. Listed below are sample tasks. The list does not define the entire scope of work, but provides examples of the types of tasks or information the City may request of qualified providers:

- (a) Ascertain the true fair market value of identified City properties to sell,
- (b) Research and disclose all conditions, covenants and restrictions of the properties, and any other requirements needed and determine if marketable,
- (c) Make recommendations on the best options for disposition, including fair market price, information pertaining to area comparable properties and prices, title search results and requirements, and any other pertinent information for proper disposition,
- (d) Negotiate transfer/sale of property with City's permission and
- (e) Complete entire process for sale through close of escrow and final transfer of property.

6.0 SUBMITTAL INFORMATION

Submittals must include:

(a) Introduction

Provide a brief letter of introduction on the service provider's letterhead with signature, transmitting all RFQ information. Indicate the name, address, email, and telephone number(s) of the principal contact for oral presentation or negotiations.

(b) Executive Summary

Respondent must provide an executive summary which explains its understanding of the City's intent and objectives and how their qualifications would achieve those objectives. The summary must discuss Respondent's plan for implementing and monitoring services; project management approach and methodology, capacity to perform; strategies for coordinating all services of this RFQ, tools and safeguards for ensuring performance of all required services; software and

firmware considerations; training and on-going support and any additional factors for the City's consideration.

(c) Company Profile Information

Identify participants in Respondent's "Team." For example, if Respondent is a business entity that is comprised of more than one legal participant (*e.g.*, Respondent is a general partnership, joint venture, etc.), then Respondent must identify or cause to be identified all participants involved, their respective ownership percentages, and summarize the role, degree of involvement, and experience of each participant separately.

(d) Professional Qualifications and Specialized Experience

A brief description of experience, including experience in listing and selling multiple types of privately- and publicly-owned properties. Indicate the number of years the entity has been in business, and provide an overview of the experience and background of the entity and its key personnel committed to this project. Also include a synopsis of the different types of property experience: *i.e.*, residential, commercial, industrial, open space, mixed-use, Old Town Commercial.

Please include the following attachments:

- 1) City Business Tax Certificate; and
- 2) All other necessary professional licenses/certifications required, including MLS Certification.

Respondent must also provide a summary of individuals who will be dedicated to the services described in this RFQ. For each person identified, describe the following information:

- Title and reporting responsibility.
- Proposed role in this project, including the functions and tasks for which they will have prime responsibility (also indicate areas of secondary responsibility, if appropriate).
- Pertinent areas of expertise and past experience.
- Base location (local facility, as applicable).
- Resumes or corporate personnel profiles which describe their overall experience and expertise.
- Evidence of sufficient certified/licensed professional staff and support staff, equipment and facilities necessary to perform the services.

(e) Company References/Client Profile

Respondent must provide at least three references, preferably from a municipality or governmental agency or from private sector related to a contract of similar scope and magnitude

as described in this RFQ. Experience will not be considered unless complete reference data is provided. At a minimum, the following information must be included for each client reference:

- Client name, address, contact person name, telephone, and email.
- Detailed description of services provided.
- Nature and extent of Respondent's involvement as the prime Consultant. Identify services, if any, subcontracted, and to what other company.
- Total dollar or percentage value of the contract.
- Contract term (Start and Expiration).

All client reference information must be supported and verified. Reference contacts must be aware they are being used and agreeable to the City interview for follow-up. The City may solicit from previous clients, or any available sources, relevant information concerning Respondent's record of past performance.

(f) Capacity to Perform

Describe any other contractual commitments during the contract time periods contemplated in this RFQ and how those commitments will affect your ability to deliver services, capacity to perform and affect dedicated resources committed to the City. Respondent must provide a summary of current and future event commitments and projected start/completion dates. Identify what percentage of the services will be performed utilizing your own workforce, equipment and facilities. What percentage of the work will be subcontracted?

(g) Implementation Plan

Respondent must provide a comprehensive and overall implementation plan for the project, involving tasks and Scope of Services for this RFQ. The plan must demonstrate Respondent's capacity to perform the services as described in this RFQ. The implementation plan must address, but not be limited to, the following areas:

Approach to Implementing Project:

Respondent should describe in detail its approach, strategies and methodologies utilized to complete the project; project management; quality control measures, security and confidentiality measures in place to secure data collected, record keeping, reporting procedures and understanding of your role and interface responsibilities with the City and other organizations to complete assigned project. Describe your policies and procedures for implementing projects including your approach to overcoming obstacles, if any, and troubleshooting to resolve problems.

Dedicated Resources

- Describe facilities, equipment, personnel, software/hardware technologies and other resources available for implementing any proposed services.
- Staffing Plan: Provide an assessment of staffing needs for each major activity area by job title and function. The assessment should include full-time equivalents for key personnel committed. Respondent should identify each primary team member working on staff with Respondent, as well as those working in a subcontracting capacity. Indicate local availability of key personnel for the duration of assigned project.
- Management and Executive-Level Personnel Availability: Submit supervisor and executive management staffing plan identifying individuals by job titles, roles and reporting responsibilities. The City's management staff must have, at minimum, immediate on-call direct access to the Consultant's Project Manager or other management personnel in the event escalation of an issue should be required, via cell phone and email. Respondent must describe the type of response and access the City's management staff will have to the Consultant's management and executive-level personnel. Submit resumes for each proposed individual.

(h) Insurance

Prior to contract award, the Consultant will be required to submit evidence of insurance to meet the below minimum amounts and requirements:

1. Comprehensive General Liability Insurance. A policy of comprehensive general liability insurance written on a per occurrence basis. The policy of insurance shall be in an amount not less than either (i) a combined single limit of \$1,000,000.00 for bodily injury, death and property damage or (ii) bodily injury limits of \$500,000.00 per person, \$1,000,000.00 per occurrence and \$1,000,000.00 products and completed operations and property damage limits of \$500,000.00 per occurrence and \$500,000.00 in the aggregate.
2. Errors and Omissions Coverage. A policy of Errors and Omissions Coverage. A policy of Errors and Omissions Insurance covering any damages caused by an error, omission or any negligent acts of Consultant(s), its sub-Consultants, agents, officers, or employees under this Contract. Limits of coverage per occurrence shall not be less than \$ 1,000,000.00. Annual aggregate limits of coverage shall not be less than \$1,000,000.00.
3. Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the City and the Consultant(s) against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained

- by the Consultant(s) in the course of carrying out the work or services contemplated in this Agreement.
4. **Automotive Insurance.** A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than either (i) bodily injury liability limits of \$250,000.00 per person and \$1,000,000.00 per occurrence and property damage liability limits of \$100,000.00 per occurrence and \$1,000,000.00 in the aggregate or (ii) combined single limit liability of \$1,000,000.00. Said policy shall include coverage for owned, non-owned, leased and hired cars, and shall contain deductibles of no more than \$10,000.
 5. All of the above policies of insurance shall be primary insurance and shall name City, its officers, employees and agents as additional insureds. The insurer shall waive all rights of subrogation and contribution it may have against City, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or cancelled without providing thirty-days' prior written notice by registered mail to City. In the event any of said policies of insurance are cancelled, Consultant(s) shall, prior to the cancellation date, submit new evidence of insurance in conformance with these insurance requirements. No work or services under this Agreement shall commence until City has Consultant(s) with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by City.
 6. Consultant(s) agrees the provisions of the insurance provided shall not be construed as limiting in any way the extent to which the Consultant(s) may be held responsible for the payment of damages to any persons or property resulting from the Consultant's(s') activities or the activities of any person or persons for which the Consultant(s) is otherwise responsible.
 7. The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by City due to unique circumstances.

7.0 RFQ SCHEDULE

RFQ release date: February 25, 2016

Date due to City: March 31, 2016 by 5:00 p.m., Pacific Daylight Savings Time

City of Lompoc

Attn: Laura Candy, Administrative Analyst

100 Civic Center Plaza

Lompoc, CA 93436

Date reviewed by Committee: April 1, 2016

Date of Public Meeting: April 19, 2016

8.0 SELECTION PROCESS

The City will conduct a selection process to identify the Respondent(s) who best meet(s) the City's needs. A committee will screen and rate all RFQs submitted. Ratings shall be based on the following criteria:

- History/experience in selling real estate (25%)
- Complete licensing requirements (25%)
- Staff qualifications (20%)
- Experience with different types of real estate (15%)
- Completeness of response to RFQ (15%)

Recommendations from the committee will be submitted to the City Council for its consideration at a public meeting. The City Council will select the Respondent(s) to enter into a contract with the City as its Consultant(s). The City will negotiate compensation schedules with selected Consultant(s) prior to contract award and incorporate the rates for both the Consultant(s) as prime Consultant(s) and each identified sub-Consultant, if any, into the Agreement. If the City and the selected Respondent(s) cannot reach an agreement on compensation, then the City may terminate negotiations with the selected Respondent(s) and commence negotiations with one or more other Respondents.

9.0 CONFIDENTIALITY

Respondent may designate those portions of the Qualifications which contain trade secrets or other proprietary data that must remain confidential. If a Respondent includes data that is not to be disclosed to the public for any purpose or used by the City except for evaluation purposes, then the Respondent must:

- Mark the title page as follows: “This RFQ submittal includes trade secrets or other proprietary data (“data”) that may not be disclosed outside the City and may not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate the Qualifications. The data subject to this restriction are contained in sheets (insert page numbers or other identification).” If, however, a contract is awarded to this Respondent as a result of or in connection with the submission of this data, then the City has the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the City's right to use information contained in the data if it is obtained from another source without restriction or is required by law to disclose the information upon request.
- Mark each sheet or data to be restricted with the following legend: “Use or disclosure of data contained on this sheet is subject to the restriction on the title page of the Qualifications submittal.”

All submissions are subject to the Public Records Act.

10.0 OWNERSHIP OF SUBMITTED MATERIALS

All proposals and related materials received by the City become its property and may be returned only at the City's option.

The City reserves the right to reject any and all submittals for any legal reason.

Please direct any requests for information or clarification to:

Laura Candy, Administrative Analyst

City of Lompoc

100 Civic Center Plaza

Lompoc, CA 93436

Phone: (805) 875-8232

Email: L_Candy@ci.lompoc.ca.us

Attachment: DRAFT Services Agreement

SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made effective as of _____, 2016 ("Effective Date"), by and between XXX., a California corporation ("Consultant"), and The City of Lompoc, a municipal corporation, ("City"). Consultant and City are referred to herein individually as a "party" and collectively as the "parties."

RECITALS

WHEREAS, City has need for Consultant Services to assist City with the same of real property owned by City; and

WHEREAS, Consultant engages in the business of assisting clients selling real property ("Consultant Services"); and

WHEREAS, City seeks the services of Consultant to assist with XXX; and

WHEREAS, Consultant and City desire to enter into this Agreement to memorialize their agreements regarding the Consultant Services to be provided to City.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Consultant and City agree as follows:

ARTICLE 1 ENGAGEMENT

1.1. Engagement: City hereby engages Consultant to provide the Consultant Services described herein, and City hereby accepts such engagement, all on the terms and conditions set forth herein. Consultant will determine the method, detail and means of performing the services detailed below.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.1. Representations and Warranties of Consultant: Consultant hereby represents and warrants to City, at all times during the term of this Agreement, Consultant is a corporation duly organized, validly existing and in good standing under the laws of the State of California.

2.2. Representations and Warranties of City: City hereby represents and warrants to Consultant, at all times during the term of this Agreement, City is organized and established pursuant to the laws and ordinances of the State of California.

ARTICLE 3 CONSULTANT STATUS AND QUALIFICATIONS

3.1. Independent Consultant: Consultant enters into this Agreement, and will remain throughout the term of the Agreement, as an independent consultant. Consultant agrees that it will not become an employee, partner, agent or principal of City while this Agreement is in effect.

3.2. Payment of Income Taxes: Consultant is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by City to Consultant for services satisfactorily rendered under this Agreement. On request, Consultant will provide City with proof of timely payment. Consultant agrees to indemnify, defend and hold harmless City for any and all claims, costs, losses, fees, penalties, interest, or damages, including court costs and reasonable attorney's fees, resulting from Consultant's failure to comply with this provision.

3.3. Use of Employees or Subcontractors: Consultant may, at Consultant's own expense, use any employees or subcontractors as Consultant deems necessary to satisfactorily perform the services required of Consultant by this Agreement. City may not control, direct, or supervise Consultant's employees or sub-consultants in the performance of those services.

3.4. Qualifications: Consultant represents it is qualified and has the skills necessary to perform the services under this Agreement in a competent and professional manner, without the advice or direction of City.

3.5. No Benefit Contributions: Consultant shall have no obligation under this Agreement to compensate or pay applicable taxes or provide employee benefits of any kind to any person employed or retained by City.

ARTICLE 4 GENERAL RESPONSIBILITIES OF CONSULTANT

4.1. Minimum Amount of Service: Consultant agrees to devote as much time and attention to the performance of the Consultant Services under this Agreement as may be, in Consultant's sole discretion, required to accomplish the tasks described herein to accomplish the results for which the Consultant is responsible under this Agreement.

4.2. Consultant Scope of Services: Consultant agrees to provide services in accordance with Exhibit A ("Consultant Services") attached hereto and incorporated herein by reference; including those additional services requested by City and accepted in writing by the Consultant during the term of this Agreement.

4.3. Nondiscrimination: There shall be no discrimination against any person employed pursuant to this Agreement in any manner forbidden by law.

4.4. Non-Exclusive Relationship: Consultant may represent, perform services for, and contract with as many additional clients, persons, or companies as Consultant, in Consultant's sole discretion, sees fit.

4.5. Time and Place of Performing Work: Consultant may perform the services under this Agreement at any suitable time and location Consultant chooses.

4.6. Materials and Equipment: Consultant will supply all materials and equipment required to perform the services under this Agreement.

4.7. Professional Skill: It is further understood and agreed by and between the parties hereto Consultant is skilled in the professional calling necessary to perform the work agreed to be done by it under this Agreement, and City relies upon the skillful manner in accordance with generally-accepted professional practice and the Consultant agrees to thus

perform its work, and the acceptance of its work by City shall not operate as a release of Consultant from said Agreement.

4.8. Insurance Requirements: Consultant shall provide the insurance as described in Exhibit C.

4.9. Assignment: Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Consultant without the prior written consent of City, which consent shall not be unreasonably withheld.

ARTICLE 5 COMPENSATION OF CONSULTANT

5.1. Compensation for Consultant Services: All Consultant Services provided pursuant to this Agreement will be provided in accordance with the terms, including compensation amounts and schedule of remittance, set forth in Exhibit B, which is incorporated by this reference as though set forth in full; provided, that the parties understand and agree that fee schedule is not an estimate but the complete costs for the Consultant to provide "Consultant Services."

5.2. Payment will be in accordance with Exhibit B.

5.3. The provisions of Article 12 of this Agreement will govern any dispute associated with compensation.

ARTICLE 6 OBLIGATIONS OF CITY

6.1. Cooperation of City: City agrees to comply with all reasonable requests of Consultant and provide access to all documents reasonably necessary to the performance of Consultant's duties under this Agreement. To the extent determined in the best public interest, in the sole discretion of City's City Council, City shall be responsible for initially insuring, and continuing to review, local and state laws in City's jurisdiction to assure adequate legal authority for Consultant to engage in the Services described herein on behalf of City.

6.2. Conflict of Interest: No officer, employee, director or agent of CITY shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested; nor shall any such person have any interest, direct or indirect, in this Agreement or the provisions thereof.

6.3. Assignment: Neither this Agreement nor any duties or obligations under this Agreement may be assigned by City without the prior written consent of Consultant, which consent shall not be unreasonably withheld.

ARTICLE 7 TERM AND TERMINATION OF AGREEMENT

7.1. Term: Unless earlier terminated as set forth below, this Agreement shall be effective as of the date first set out above (the "Effective Date") and shall continue for a period of

two hundred seventy (270) days after the Effective Date. Consultant shall satisfactorily perform Consultant Services pursuant to this Agreement during the Term.

7.2. Termination on Notice: Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time by giving three-days' (3-days') written notice to the other party; provided, that if City completes a sale of any on the real property described in Exhibit A within 60 days after termination by City pursuant to this Section 7.2 and as a result of any of the good faith efforts of Consultant to perform its obligations under this Agreement, then Consultant shall be entitled to the compensation calculated for the sale of that real property as set forth in Exhibit B.

7.3. Termination on Occurrence of Stated Events: This Agreement will terminate automatically on the occurrence of any of the following events;

- (a) Bankruptcy or insolvency of either party;
- (b) The assignment of this Agreement by either party without the consent of the other party; the parties agree that neither party will unreasonably withhold consent to such an assignment.

7.4. Termination for Default: If either party defaults in the performance of this Agreement or materially breaches any of its provisions, then the non-breaching party may terminate this Agreement by giving written notification to the breaching party. Termination will take effect immediately on receipt of notice by the breaching party or five days after mailing of notice, whichever occurs first. For the purposes of this paragraph, material breach of this Agreement includes, but is not limited to, the following:

- (a) Consultant's failure to satisfactorily perform the Consultant Services;
- (b) City's material breach of any representation, warranty or agreement contained in this Agreement;
- (c) Consultant's material breach of any representation, warranty or agreement contained in this Agreement;

ARTICLE 8 INDEMNIFICATION

8.1. Indemnification: To the extent permitted by applicable law, Consultant will indemnify, defend and hold harmless City and each of its officers, employees and agents from and against any and all losses, damages, liabilities, claims, death, injuries or costs, including court costs and reasonable attorney's fees, (collectively, "Damages") resulting from any act or omission of Consultant or any of its officers, employees, agents or sub-consultants related to this Agreement; provided, that the obligation to indemnify and hold harmless is only to the extent Consultant or any of its officers, employees, agents or sub-consultants caused the Damages.

**ARTICLE 9
GENERAL PROVISIONS**

9.1. Governing Law: This Agreement shall be governed in all respects by the laws of the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction that would cause the application of the laws of any jurisdiction other than the State of California). Venue for any matter related to this Agreement shall be the Superior Court of the County of Santa Barbara.

9.2. Attorney Fees: In the event of any litigation to enforce, or construe the terms of this Contract, the prevailing party herein shall be entitled to recover reasonable attorney's fees and costs.

9.3. Section Headings: The section headings appearing herein shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of this Contract.

9.4. Inconsistency: In the event any provision of this Agreement and the documents incorporated herein by reference are deemed to be in conflict, the provision in this Agreement shall prevail.

9.5. Entire Agreement: This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understanding of the parties. No amendment or modification of the Amendment shall be valid unless evidenced in writing and executed by the parties thereto.

9.6. Successors and Assigns: Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto. No party may assign any of its rights or obligations hereunder without the express written consent of the other party hereto, which consent may not be unreasonably withheld; provided, however, any party may assign any and all of its rights and interests hereunder to one or more of its affiliates and designate one or more of its affiliates to perform its obligations hereunder; provided, however, that such party remains liable for full and total performance of its obligations hereunder.

9.7. Notices: Any notices authorized to be given hereunder shall be in writing and deemed given, if delivered personally or by overnight courier, on the date of delivery, if a Business Day, or if not a business day, on the first Business Day following delivery, or if mailed, three days after mailing by registered or certified mail, return receipt requested, and in each case, addressed, as follows:

If to the Consultant to:

with a copy to:

If to City to:

City of Lompoc
Attn: City Manager
100 Civic Center Plaza
Lompoc CA 93438-8001

with a copy to:

Aleshire & Wynder, LLP
Attn: Joseph W. Pannone
2361 Rosecrans Avenue, Suite 475
El Segundo, CA 90245-4916

or to such other address as any party shall specify to the other, pursuant to the foregoing notice provisions. When used in this Agreement, the term "Business Day" shall mean a day other than a Saturday, Sunday Federal Holiday or other day City's city hall is closed to the public.

9.8. Counterparts: This Agreement may be signed in several counterparts.

9.9. Expenses: Each party shall bear its own expenses incurred with respect to the preparation of this Agreement and the consummation of the transactions contemplated hereby.

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

CONSULTANT:

By: _____

By: _____

Its _____

CITY OF LOMPOC, a municipal corporation

By: _____

Patrick Wiemiller,
City Manager

EXHIBIT A

LIST OF CONSULTANT SERVICES

(Immediately behind this page)

EXHIBIT B

COMPENSATION FOR CONSULTANT SERVICES

(Immediately behind this page)

EXHIBIT C

INSURANCE REQUIREMENTS

(Immediately behind this page)