



Request for Proposals 2863

DEVELOPMENT IMPACT FEE STUDY

Issuing Entity: City of Lompoc
100 Civic Center Plaza
Lompoc, CA 93436

Contact: Questions regarding this solicitation should be directed to:
Dean Albro, Accounting and Revenue Manager
ph.: (805)875-8283 email: d_albro@ci.lompoc.ca.us

Released: November 20, 2017

Deadline for Submittal: December 20, 2017 before 2:00 p.m. (as determined by www.time.gov).



Request for Proposals for a Development Impact Fee Study

Request for Proposals 2863

DEVELOPMENT IMPACT FEE STUDY

The City of Lompoc invites qualified consultants to submit their proposals to provide the City with a Development Impact Fee Study and propose Development Impact Fees for the City.

All qualifications must be received before 2:00 p.m. (as determined by www.time.gov) on Wednesday, December 20, 2017, addressed to the Purchasing Division, Attn: Ray Ambler 1300 West Laurel Ave., Lompoc, CA 93436. Proposals received after that date and time will not be considered.

Each proposal must be submitted to the Purchasing Division in a sealed envelope plainly marked with the proposal title and bidder name. Submit the not-to-exceed fee proposal and standard hourly billing rates in a separate sealed envelope and as a separate electronic document at the same time and as a companion document to the proposal. Please break out the optional meeting costs in your proposal as described in this RFP's Section A.3.d.

There is no express or implied obligation for the City of Lompoc to reimburse responding firms for any expenses incurred in preparing proposals in response to this request. The City of Lompoc reserves the right to reject any and all proposals submitted.

Applications submitted in response to this request for proposal (RFP) will be reviewed by a team consisting of City representatives. The team will review all complete, eligible qualification submittals received by the deadline. Upon evaluating the qualifications provided in the applications, the team *may* identify top vendors to be invited for finalist interviews.

The RFP package and additional information may be obtained free on the City's website at www.cityoflompoc.com or by contacting Ray Ambler at r_ambler@ci.lompoc.ca.us.

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A. DESCRIPTION OF WORK

1. PURPOSE

The purpose of this RFP is to find and select a qualified vendor to develop a Development Impact Fee Study and propose Development Impact Fees for the City of Lompoc. The City assesses a variety of development impact fees on new development and redevelopment to help the City pay for the infrastructure that the new development activity will require. The City's impact fee program must comply with the Mitigation Fee Act (California Government Code Section 66000 et seq., also known as Assembly Bill 1600). The City is now seeking the services from a qualified firm to update the impact fees.

2. BACKGROUND

The City

The City of Lompoc is a coastal community located on the Central Coast area of California in the northern portion of Santa Barbara County (the "County"). It is located on scenic Pacific Coast Highway (California Highway 1) and Highway 246, only 9 miles from the Pacific Ocean. Lompoc is 155 miles northwest of Los Angeles and 270 miles southeast of San Francisco. The population was 42,434 at the 2010 census. As of January 1, 2017, the estimated population of the City was 44,042 according to the California Department of Finance. The City is a residential community and offers affordable central coast living, with fabulous weather, numerous outdoor activities and a close-knit, small town atmosphere. Temperatures are mild year-round, average highs are between 60 and 80 degrees; lows are in the 40s and 50s. Average annual rainfall, mostly occurring between December and March, is approximately 15 inches per year.

General Information about the City's Development Impact Fees

The City has several development impact fees, most recently adopted in 2003 and increased annually based on the ENR Construction Cost Index. The City's current development impact fees are available on the City's website located at:

http://www1.cityoflomdoc.com/ManagementServices/finance/impact_fees/17-18_2017Impact_Fees.pdf

The City has developed a new 5-Year Capital Improvement Program for FY 2017-18 through FY 2022-23, of which the first two years are fully budgeted, with only certain projects being funded and the remaining 3 years are not yet decided upon or funded.

The most recent General Plan update was performed in 2014.

Finally, the City has several planning documents that may be helpful in developing the impact fee study

- General Plan
- 2015 Urban Water Master Plan
- Zoning Ordinance
- Development Impact Fee Studies
- Comprehensive Development Impact Fee Study - most recent study from 2003
- Master Fee Schedule – 2016

3. SCOPE OF SERVICES

Required Services:

a. Review the following City documents:

- Current Development Impact Fees
- 5-Year Capital Improvement Program for FY 2017-18 through FY 2022-23
- General Plan update in 2014
- Comprehensive Development Impact Fee Study - most recent study from 2003

b. **Findings and Fees:** Provide sufficient information and the necessary findings to help the City determine the development impact fees based on the proposed infrastructure requirements to support the City's General Plan growth projections and the City's 5-Year (with a 15-Year Summary Projection) Capital Improvement Plan. The consultant will work with City staff to determine other supporting infrastructure (i.e., equipment, vehicles, etc.) or other operational services that could rightfully be included in the fee program to ensure the costs of such supporting infrastructure are paid by development.

c. **Meetings:** The consultant shall include attendance at the following meetings, as a minimum, in their proposal. Should the consultant identify a meeting that they feel is necessary to achieve the results and is beyond the meetings described below, they shall describe them in their proposal. Unless otherwise determined by the City, consultant shall plan on meetings being held at the Lompoc City Hall.

- Kick-off meeting between consultant and City staff to review objectives of study, agree to methodology, exchange information, timing and schedule for all tasks, and to determine information to be provided by City staff.
- Review findings with City staff. Consultant to provide information supporting findings to date and proposed fees.
- City Council meeting to present draft study report. Discuss methodology, findings, formal presentation, answer questions about finding, and collect input for preparation of final report.
- Final City Council meeting to follow up on first meeting and present final report.

The consultant shall consider the following *optional* meetings in their proposal, with a separate fee schedule, if necessary, for these two additional meetings.

- Public meeting to present draft study report. Meeting to share findings with stakeholders, including developers and engineers. Consultant to facilitate meeting, provide exhibits and formal presentation, collect input and prepare meeting minutes capturing public input.
- One additional public meeting.

d. **Best Practices:** Recommend best practices to help ensure better collections.

- e. **Report Deliverables:** Prepare a final report submitted to the City containing background information, methodology, findings, and recommendations. More specifically, consultant shall prepare a report containing, but not limited to, the following:
- background information
 - a description of the overall methodology
 - supporting justification
 - calculations that demonstrate the legal nexus between recommended fees and the impact created by new development
 - relationship between the fee's use and the type of project on which it would be imposed
 - purpose of the fee
 - how the fee would be used
 - description of the relationship between the need for any additional facilities and the type of development project on which the fee would be imposed
 - any additional matters that City staff should be made aware of, findings, and recommendations

If the consultant feels that additional tasks are warranted, they must be clearly identified in the consultant's proposal.

The City reserves the right to modify the scope of services before the contract is awarded depending on cost and the City's confidence in the selected vendor.

B. QUALIFICATIONS SUBMITTAL

1. FORMAT

Your qualification submittal must include the following information:

- a. Qualifications submittal form with Application Checklist (see Section D.1 for form)
- b. Table of Contents
- c. Firm Profile - State whether your firm is local, national, or international. Also include the following for the office this work would originate from:
 - 1) Size of the Firm and size of local office.
 - 2) Location of the office, where the work on this engagement is to be performed.
 - 3) Number and nature of the professional staff to be assigned to this contract on a full-time basis, including qualifications and certifications.
 - 4) Number and nature of staff to be assigned to this contract on a part-time basis, including qualifications and certifications.
 - 5) Identify the supervisory and management staff who will be assigned to the contract and provide resumes for each person that will be assigned to this contract.
 - 6) Provide any substantiated complaints against the firm in the last 3 years and any outstanding litigation.

d. Qualifications Details

- 1) Provide experience of your firm in creating a Development Impact Fee Study and proposing Development Impact Fees to other similar governmental agencies.
- 2) Provide details of your firm's ability to meet the Scope of Services outlined in Section A.3.

e. Methodology

- 1) Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The Methodology section should include:
 - a) An implementation plan that describes in detail:
 - the methods, including controls by which your firm or entity manages projects of the type sought by this RFP.
 - the methodology for soliciting and documenting views of internal and external stakeholders.
 - any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
 - b) Description of efforts your firm or entity will undertake to achieve client satisfaction and to satisfy the requirements of the Scope of Work.
 - c) Project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.
 - d) Description of specific tasks your firm or entity will require from City staff.
- 2) Provide any other information that would assist us in evaluating your qualifications.

f. References - Provide references from at least three municipal agencies for whom you have provided similar services, (see Section D.2 for form). Note: For ease of electronic preparation, vendor may prepare their own submittal forms as long as they contain the same information in a similar format.

g. Fee - Submit the not to exceed fee proposal and standard hourly billing rates in a separate sealed envelope and as a separate electronic document at the same time and as a companion document to the proposal. Please break out the optional meeting costs in your proposal as described in Section A.3.d.

2. WHERE AND WHEN TO SUBMIT

Please send a completed qualifications package consisting of no more than 20 pages to the Purchasing Division, 1300 West Laurel Ave., Lompoc, CA 93436. The deadline for submittals is Wednesday, December 20, 2017 before 2:00 p.m. (as determined by www.time.gov). Each qualifications package must be submitted in the format described in the RFP specifications Section B and accompanied by any other required submittals or supplemental materials. Proposals received after that date and time will not be considered.

3. SUBMITTAL LENGTH AND COPIES

Please provide the City with 1 electronic copy (pdf on flash drive or emailed to d_albro@ci.lompoc.ca.us) and 4 hard copies.

Proposals should not exceed 20 pages, including forms, attachments, and supplemental materials. Submit the not to exceed fee proposal and standard hourly billing rates in a separate sealed envelope and as a separate electronic document at the same time and as a companion document to the proposal. Please break out the optional meeting costs in your proposal as described in Section A.3.d. The proposal should be prepared simply and economically, providing a straightforward, concise presentation of the information requested. Each proposal must be submitted to the Purchasing Division in a sealed envelope plainly marked with the proposal title and bidder name.

4. QUALIFICATIONS REVIEW AND AWARD SCHEDULE

The following is an outline of the anticipated schedule for qualification review and contract award:

Schedule Item	Deadline
RFP release	November 20, 2017
RFP questions submitted to d_albro@ci.lompoc.ca.us	November 30, 2017
RFP questions answered by City of Lompoc to all firms that provide an email address	December 8, 2017
RFP submission deadline	December 20, 2017
Selection of Finalists	January 2, 2018
Finalists interviews*	January 4, 2018
Selection of Consultant	January 10, 2018
Contract Starts	January 15, 2018

The City may select a firm without interviews. At the discretion of the City, interviews may be arranged with the finalists to assist in making a final selection. Selection shall be based upon evaluation criteria, the committee's recommendations, and subject to City Manager and Council approval. It is the City's intention to select one firm to perform all services.

C. EVALUATION CRITERIA

City staff will evaluate the RFP submittals based on several factors. These factors are as follows:

- ◆ Experience & Expertise
 - Previous related work experience and qualifications in the subject area of personnel assigned
 - Quality of the firm's professional personnel to be assigned to the engagement
 - Responsiveness to City's needs, including availability of professional personnel assigned
- ◆ Methodology
 - Demonstrates a clear understanding of scope of services
 - Adequacy of implementation plan, sampling techniques, analytical procedures
 - Additional services, innovative data collection methods, cost-saving measures, products, etc. will be considered for their usefulness or contribution to the City

- Adequacy of project schedule

- ◆ References
 - References and recommendations of previous clients

 - History and performance of firm/project team on similar projects.

- ◆ Cost
 - Proposed cost for services

D. SUBMITTAL FORMS

Along with other information about your qualifications to provide the City with a Development Impact Fee Study as outlined in Section B, include the following forms in your submittal:

- Qualifications submittal form with Application Checklist
- References

For ease of electronic preparation, vendor may prepare their own submittal forms as long as they contain the same information in a similar format.

1. QUALIFICATIONS SUBMITTAL FORM WITH APPLICATION CHECKLIST

The authorized representative identified below declares that she or he:

1. Has carefully examined the Request for Qualifications
2. Is thoroughly familiar with its contents.
3. Is authorized to represent the proposing firm.

Firm Name and Address:

Contact Name

Phone

Email

Authorized Representative

Name

Title

Date

Checklist

- Qualifications Submittal Form with Application Checklist (this page)
- Table of Contents
- Firm Profile
- Qualification Details
- Methodology
- References (pages 13-14)



2. REFERENCES

Number of years engaged in providing the services included within the scope of the specifications under the present business name or by the principal assigned to this engagement: _____ years.

Describe fully the last three contracts performed by your firm or the principal assigned to this engagement that demonstrates your ability to provide the services included with the scope of the specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference No. 1

Customer Name	
Contact Individual	
Email Address	
Telephone & FAX number	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	

Reference No. 2

Customer Name	
Contact Individual	
Email Address	
Telephone & FAX number	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	

Reference No. 3

Customer Name	
Contact Individual	
Email Address	
Telephone & FAX number	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	

E. QUESTIONS

Please submit all questions to Dean Albro, d_albro@ci.lompoc.ca.us. The questions and answers will then be forwarded to all firms that provide an e-mail address to d_albro@ci.lompoc.ca.us by November 30, 2017. All questions must be submitted no later than November 30, 2017. Responses will be provided by December 8, 2017.

F. CITY AGREEMENT

See the following pages for the City's professional agreement template.

PROFESIONAL 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.”

R E C I T A L S

WHEREAS, City has need for consultant services to XXX; and

WHEREAS, Consultant engages in the business of XXX (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 contractor. 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 subcontractors 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 Consultant Services in accordance with Exhibit A, attached hereto and incorporated herein by reference, including those additional services requested by City and accepted in writing by 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, not being skilled in such matters, 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: Contractor shall, at Contractor's sole cost and expense and throughout the term of this Agreement and any extensions thereof, carry adequate insurance including an Errors and Omissions policy in the amount of not less than \$1,000,000. Contractor shall also, at Contractor's sole cost and expense and throughout the term of this Agreement and any extensions thereof, carry automobile liability insurance with liability limits of not less than \$500,000 for the injury or death of a person or persons and property damage in any accident. City, its elective officials, officers and employees shall be named as an additional insured on the automobile liability policies. Each type of insurance mentioned herein shall be written by a financially responsible company or companies authorized to do business in the State of California. Contractor shall provide City with certificates of insurance on forms acceptable to the City of all policies written and each shall contain an endorsement that they are not subject to cancellation without 30 days written notice being given to City by the insurance company or companies writing such insurance.

4.9. Workers' Compensation: Consultant agrees to provide workers' compensation insurance for Consultant and Consultant's employees and agents and agrees to defend, hold harmless and indemnify City for any and all claims arising out of any injury, disability, or death of any of Consultant's employees or agents.

4.10. 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.

4.11. Business Tax Certificate: Consultant shall maintain a valid Business Tax Certificate with the City of Lompoc during the term of the Agreement.

4.12. Ownership of Documents: All reports and documents prepared by Contractor under this Agreement are the property of City and shall be turned over to the City upon completion of this Agreement. Contractor shall not release any data, information, and/or materials resulting from the project without prior written consent from City.

4.13. Personnel: City shall have final approval of Contractor staff assigned to work under this Agreement. Contractor shall identify in writing the staff assigned to work under this Agreement and shall give City no less than ten-days' written notice prior to any change in the staff assigned to work under this Agreement.

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 the fee schedule is not

an estimate but the complete costs for the Consultant to provide Consultant Services. Total compensation shall not exceed _____ Dollars (\$_____.00).

5.2. Payment will be in accordance with City's standard accounts payable process. Term no longer than 45 days after presentation of a valid monthly invoice for disbursement of the payment. Payment to be made by accounts payable check processed and available as part of the weekly disbursement cycle, available each Friday for pickup or mailed delivery.

5.3. Contractor shall provide itemized billing to the Planning Division identifying the project by City Project Number and listing the completed task, and listing the City Purchase Order Number on each invoice.

5.4. The provisions of Article 9 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 TERMINATION OF AGREEMENT

7.1. Termination: Unless earlier terminated as set forth below, this Agreement shall be effective as of the date first set out above and shall continue for a period of 240 days after execution of this Agreement by City and Consultant. Consultant shall satisfactorily complete Consultant Services pursuant to this Agreement within that term, unless the term is modified as permitted for modifications of this Agreement.

7.2. Termination on Notice: Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time by giving ten-days' written notice to the other party.

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 complete 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 subcontractors 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 subcontractors 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 Agreement, 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 Agreement.

9.4. Interpretation: The terms and conditions of this Agreement shall be construed pursuant to their plain and ordinary meaning and shall not be interpreted against the maker by virtue of that party having drafted this Agreement.

9.5. 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.

9.6. 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.

9.7. 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.

9.8. 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:



RFP 2863 Development Impact Fee Study

If to City to:

City of Lompoc
Attn: City Manager
100 Civic Center Plaza
Lompoc CA 93436
Fax:(805)736-5347

And a copy to:

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

With a copy to:

City of Lompoc
Attn: Accounts Payable
100 Civic Center Plaza
Lompoc, CA 93436

Or, if delivered by telecopy, on a Business Day before 4:00 p.m. local time of addressee, on transmission confirmed electronically, or if at any other time or day on the first Business Day succeeding transmission confirmed electronically, to the facsimile numbers provided above, or to such other address or telecopy number 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.

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

9.10. 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.

CITY OF LOMPOC, a municipal corporation

CONSULTANT:

By: _____
Patrick Wiemiller, City Manager

Attest:

By: _____

Its _____

By: _____
Stacey Haddon, City Clerk

Approved as to form:

By: _____

Its _____

By: _____
Joseph W. Pannone, City Attorney



EXHIBIT A

LIST OF CONSULTANT SERVICES

(Immediately behind this page)

EXHIBIT B

COMPENSATION FOR CONSULTANT SERVICES

(Immediately behind this page)