Request for Qualifications (RFQ #714-19)

To

City of Lancaster Brand Development and Implementation

Posted on website
May 30, 2019

Responses Due: Prior to 2PM (13:59:59), Thursday, June 20, 2019
Office of the City Clerk
RFQ #714-19 – City of Lancaster Brand Development and Implementation
City of Lancaster
44933 Fern Avenue
Lancaster, California 93534
Request for Qualifications

City of Lancaster Brand Development and Implementation

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A - Agreement for Professional Consultant Services
SECTION 1 INTRODUCTION & PROJECT SUMMARY

The City of Lancaster (City) is a charter city incorporated in 1977. The City is governed by a five-member City Council whose members are elected at large and operates under a Council/City Manager form of government. The City serves as the northern boundary of Los Angeles County, with Kern County to the north. The City is the largest city in the Antelope Valley with a population 160,000 across 94 square miles.

Almost 13 years ago, the City of Lancaster unveiled its current branding campaign. Since then, the City has evolved and is no longer utilizing the brand as originally intended. The City is looking to rebrand to deliver a consistent message across all platforms. Rebranding must be a collaborative effort between the community, local leaders, and businesses. Considerations must also be made for existing sub-brands and initiatives such as STIR, MOAH Museum, Cedar Center, Revive 25, Next 50, Smart Cities, Destination Lancaster, etc. The City believes delivering a consistent brand image will help strengthen the City’s message.

The City is looking for a branding effort that is coordinated throughout the municipality. Internally, the at a minimum the brand should reduce departmental fragmentation, increase staff awareness of how their activities translate into building the City’s brand and story, and empower a visionary mindset for the future. Externally, the brand should cultivate community pride, honor the community’s history, and inspire the City’s future. The City looks to utilize staff members, community members, business owners, etc. as brand ambassadors to bring mindfulness to the community and facilitate a better City story.

The Antelope Valley has a desert landscape, but a seasonal climate. There are several activities within a 100-mile radius of the City that residents and visitors can enjoy such as the beach, mountains, numerous hiking trails, amusement parks, historic and natural history sites, theatres and museums, and professional and amateur sporting events.

The aerospace industry is beginning to boom again in the Antelope Valley, and with Edwards Air Force Base becoming the “center of the aerospace testing universe”, this is a major industry in the area. In addition, the City is incorporating many Smart City features, brining technology to the forefront of our growth and sustainability as a community.

At this time, the City is seeking qualified consultants with experience in developing a clear identity for the community, and an ability to capture the spirit of its residents, businesses, recreation, industry, and visitors.

The Proposal is due to City no later than 2 PM (13:59:59), June 20, 2019; late submittals will not be accepted.

This RFQ contains the information and documents necessary to prepare and submit a responsive proposal. Proposers are responsible for complying with all requirements identified herein. By submitting a finished proposal packet, the Proposer represents that it has thoroughly examined and become familiar with the work required within this proposal and that it is capable of supplying a product to achieve the City’s objectives. Requests for modifications to the submitted proposal packet on the grounds that the Proposer was not fully informed as to any fact or condition will not be allowed. The City reserves the right to
accept or reject any Proposal, or portions thereof, or to waive any informalities or irregularities within the proposals.

SECTION 2 SCOPE OF WORK

The City is seeking consultants with demonstrated experience related to rebranding a government entity including brand development and discovery, focus groups, marketing, identifying target audiences, and social change.

Rebranding must include research focusing on residents, local leaders, stakeholders, and the surrounding community. Focus groups may be used. Research should build on existing messaging and campaigns to create a brand that reflects various sub-brands. The new brand must establish a comprehensive and compelling “umbrella” brand for all the City’s programs. User testing is expected with final reports on findings.

Task 1 – Research

Provide a comprehensive strategic plan detailing:

1. A preliminary analysis on current branding practices including recommendations to improve the City website and evaluation of communication efforts
2. Review of fiscal resources including estimate for updating brand citywide
3. Analysis of community needs, desires, expectations and support

Qualifications: Consultant must have demonstrated experience in strategic planning in developing a brand

Task 2 – Brand Design

Brand must include, but is not limited to:

1. Strategic plan
2. Identified target audience, including supporting research
3. Logo
4. Slogan/tagline
5. Business system (business cards, letterhead, envelopes)
6. Style guide or manual
7. Design marketing and collateral outreach material
8. Considerations for future growth

Qualifications: Consultant must have extensive experience in conveying a strong brand design, logo, and marketing plan.

Task 3 – User Testing

Prior to approving the final brand, extensive user testing will need to be conducted. Residents, community members, visitors, stakeholders, and local leaders will need to be interviewed prior to brand design. User testing will be expected prior to launch and following launch. An analysis will need to be provided as results become available.
Qualifications: Consultant must have demonstrated experience in user testing.

**Task 4 – Marketing Materials**

Marketing materials must include but are not limited to:

1. A timeline for planning and implementation
2. A plan to involve the community and public outreach
3. Materials that may be used across print, video, radio, social media, etc.
4. Launch recommendations and materials

Qualifications: Consultant must have experience in implementation of a new brand

**SECTION 3 CITY PROVIDED INFORMATION**

Consultants who submit a Statement of Qualifications should include any information that will be required for the City to provide, should the Consultant be selected to enter into contract negotiations.

**SECTION 4 QUALIFICATIONS/PROPOSAL CONTENTS**

Please prepare and organize your Proposal based on the requirements provided below. The entire Proposal shall not exceed 30 pages.

1. **Cover Letter** – Enclose a cover letter describing the firm’s/team’s interest and commitment to the project. The person authorized by the firm/team to negotiate a contract with City shall sign the cover letter.

2. **Firm / Team Overview** – State the qualifications and experience of the consultant team, and identify any additional outside consultants that may be brought in for this project. Please emphasize the specific qualifications and experience from projects similar to the subject project for the Project Manager and other key project staff members designated for the project.

3. **Organization Chart** – Provide a team organization chart including names and firm(s) of individuals identified to perform services on project. The chart shall specifically identify the role of all proposed key team members, in addition to showing other staff available for the project. Unless beyond the Consultant’s control, we expect the team designated as part of your proposal to remain with the project. Replacement of key team members for the project without consultation with City will not be permitted.

4. **References** – Provide:
   
   a. At least three (3) references (names, emails, and current phone numbers) from recent work (previous three years) similar to the subject project for the
organization. Include a brief description of the projects associated with the reference, and the role of the respective team member on that project; and

b. Description of at least three (3) relevant projects performed by each firm included in the Consultant team. Projects included must emphasize services performed similar to those requested in this RFQ. Each project description shall include client reference (name, affiliation, current phone number, and email address) and a list of any team members shown in Item 3, Organization Chart who worked on the project.

5. **Project Management, Staff Availability, and Detailed Project Work Plan** – Discuss the workload for key team members and their capacity to complete the requested services. Outline each team member’s role in the project work plan.

6. **Project Understanding and Approach**
Discuss the firm’s/team’s approach to completing this project and a record of meeting schedules on similar projects. Indicate any special knowledge or requirements the projects may ask for.

7. **Other Information (Optional)** – Provide additional information that may be helpful in the selection process (not to exceed five pages). The Consultant is encouraged to propose enhancements, procedural, or technical innovations to the Scope of Work that do not materially deviate from the objective of the Project.

8. **Resumes** – Provide summary resumes for the key personnel and proposed firm within the 30-page limit. Include any licenses or certifications for key personnel that relate to the Project tasks. Resumes that are more detailed may be included in an appendix however; Consultant is encouraged to limit descriptions on resumes to relevant information.

9. **Questions/Proposed Changes to Standard Contract** – Firms/teams are requested to review the current Agreement for Professional Consultant Services, which is included in Appendix A and to submit any questions, exceptions to, and/or requested edits as appropriate.

10. **Cost Proposal** - Consultant shall provide a separate Cost Proposal. Provide a fee breakdown by hours and personnel to provide the services in accordance with the requirements above (typically referred to as your “Rate Sheet”).

**SECTION 5 QUALIFICATIONS/PROPOSAL SUBMITAL PROCEDURE**

Consultants shall submit six (6) hard copies and one electronic copy via USB or CD (in pdf format) of the Proposal in accordance with the following requirements:

- Proposal shall be transmitted with a cover letter as described in Section 4
- The entire Proposal shall not exceed 30 pages including the cover letter.
- Envelope shall be labeled “RFQ #714-19 City of Lancaster Brand Development and Implementation
- The Proposal shall be received prior to 2:00 PM (13:59:59) on June 20, 2019.
Late submittals will not be considered. The submittals shall be addressed exactly as follows:

Office of the City Clerk
RFQ #714-19 for City of Lancaster Brand Development and Implementation
City of Lancaster
44933 Fern Avenue
Lancaster, California 93534

Proposals may also be hand delivered to the Office of the City Clerk. The City will post information relevant to the RFQ on its Public Purchase website for access by potential proposers.

SECTION 6 CONSULTANT SELECTION PROCESS

The City intends to select the most qualified candidate with the best value for this RFQ. The Proposals will be evaluated and scored (maximum of 100 points) using the following criteria:

1. Demonstrated successful experience with similar types of projects (30 points)
2. Specific experience of key project team members (20 points)
3. Satisfaction of previous clients (references) (20 points)
4. Project understanding and approach (15 points)
5. Cost of service (15 points)

SECTION 7 SELECTION PROCESS KEY DATES

The following are key dates in the selection process:

RFQ posted on City website: May 30, 2019
Deadline for questions/clarification requests: June 5, 2019 prior to 5 PM (16:59:59)
Responses to questions posted by: June 6, 2019 prior to 5 PM (16:59:59)
Proposals due: June 20, 2019 prior to 2 PM (13:59:59)
Notify proposers of short-listing: June 28, 2019
Demonstrations (if desired): July 8, 2019
Contract Negotiations with selected consultant(s): July 15, 2019
Tentative Contract Approvals by Council: August 13, 2019

At its sole discretion, City reserves the right to amend the RFQ, to withdraw all or a portion of this RFQ, to award a contract for only a portion of the scope of work described herein, or to decline to award a contract.
The City may modify the RFQ, any of its key actions, dates, or any of its attachments, prior to the date fixed for submission of Proposals by issuance of an Addendum to potential Proposers. Such Addendum shall also be posted on the City’s website. Proposer shall acknowledge receipt of all Addenda in their Proposal. Any Addenda issued during the time for submission of proposals will be made part of the Agreement.

The cost preparing, submitting, and presenting a Proposal is at the sole cost and expense of the Consultant. The City shall not be liable for any pre-contractual expenses incurred by the firms/teams in preparation of their proposals and/or statements of qualifications. Consultant shall not include any such expenses or labor hours as part of a Detailed Work Plan. Pre-contractual expenses are defined as follows: a) preparing a proposal in response to this RFQ; b) submitting that proposal to the City; c) participating in an oral interview related to this RFQ; and d) any and all expenses incurred by the Consultant prior to issuance of a NTP under this solicitation process.

It is the responsibility of the Consultant to clarify any requirement of this RFQ that are not understood. All questions and requests for clarification to this RFQ must be emailed and received by the City prior to 5:00 PM (16:59:59) on June 5, 2019. Inquiries received by the City after the date and time specified may or may not be responded to, within the discretion of the City. The City will not be bound to any modifications to or deviations from the requirements set forth in this RFQ because of any oral discussion and/or instructions.

Oral statements concerning the meaning or intent of the contents of this RFQ by any person is unauthorized and invalid. The City will not be responsible for any other explanation or interpretation of the RFP, or for any oral instructions. Any contact with City personnel other than identified herein regarding this RFQ may disqualify a Proposer.

Questions pertaining to the Request for Qualifications or the Consultant’s submittal(s) should be directed to:

Christine Malta
cmalta@cityoflancasterca.org

All questions and/or requests for clarification must be clearly labeled “RFQ #714-19 Questions.” The City is not responsible for failure to respond to questions that are not appropriately labeled. The City’s responses to written inquiries will be sent to the originator of the question and posted on the Public Purchase website http://www.publicpurchase.com/gems/cityoflancaster.ca/buyer/public/home and the city’s website. All responses will be posted by 5:00 PM (16:59:59) on June 6, 2019.
APPENDIX – ATTACHMENT A:
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES is made and entered into this _____ day of ______________, 2019, by and between the CITY OF LANCASTER, a municipal corporation and charter city, (“City”), and ____________________, a [entity type (e.g., California corporation] (“Consultant”) (collectively, sometimes referred to hereinafter as the “Parties”).

RECITALS

WHEREAS, the City desires to engage Consultant to perform certain technical and professional services, as provided herein, identified as:

[Name of the Project or General Description of the Services] (THE “SERVICES”)

WHEREAS, the principal members of Consultant are qualified and duly registered/licensed under the laws of the State of California, and Consultant desires to accept such engagement;

NOW, THEREFORE, the parties agree as follows:

1. **Parties to the Agreement.**

   The parties to this Agreement are:

   A. CITY: City of Lancaster

   B. CONSULTANT: ____________________

2. **Notices.** All written notices required by or related to this Agreement shall be sent by Certified Mail, Return Receipt Requested, postage prepaid and addressed as listed below. Neither party to this Agreement shall refuse to accept such mail; parties to this Agreement shall promptly inform the other party of any changes of address. All notices required by this Agreement are effective on the day of receipt, unless otherwise indicated herein.

   CITY City of Lancaster

   Attn: Jason Caudle

   44933 North Fern Avenue

   Lancaster, California 93534

   CONSULTANT ____________________
3. **Successors and Assigns.** The terms hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided, however, that no party hereto shall assign any of the benefits and burdens hereunder, whether voluntarily or by operation of law, without prior written consent of the other party, and any such assignments without said consent shall be void.

4. **Description of Work.** The City hereby engages Consultant, and Consultant accepts such engagement, to perform the technical and professional services set forth in the “Scope of Services and Rates Schedule,” attached hereto as Exhibit “A” and incorporated herein by reference. Consultant shall perform and complete, in a manner satisfactory to the City, all work and services set forth in Exhibit “A.” The City Manager or his designee shall have the right to review and inspect the work during the course of its performance at such times as may be specified by the City Manager, or his designee.

5. **Obligations of the City.**
   A. The City shall pay Consultant an amount not to exceed $____________ for all work necessary to complete the Services, as described in the Scope of Services and Rates Schedule. Payments shall be due within thirty (30) days following submittal of an invoice detailing the services performed, at the hourly rates set forth in Exhibit A.
   
   B. No payment made hereunder by the City to Consultant, other than the final payment, shall be construed as an acceptance by the City of any work or materials, nor as evidence of satisfactory performance by Consultant of its obligations under this Agreement.

6. **Obligations of the Consultant.**
   A. Consultant shall perform as required by this Agreement and in accordance with the Scope of Services and Rates Schedule set forth in Exhibit A.
   
   B. Consultant shall be responsible for payment of all employees’ wages and benefits, and shall comply with all requirements pertaining to employer’s liability, workers’ compensation, unemployment insurance, and Social Security.
   
   C. Consultant shall not subcontract any of the work required to perform the Services without the express prior written approval of the City.

7. **Hold Harmless and Indemnification.** Consultant agrees to indemnify and hold harmless the City, its officers and employees, from and against any and all third party claims, losses, obligations, or liabilities whatsoever, including reasonable attorney’s
fees, incurred to the extent arising out of or related to Consultant’s negligent or willful wrongful acts, errors or omissions, or those of its employees or agents. Consultant agrees to defend the City, its officers and employees, using counsel of the City’s choosing, from and against any and all claims covered by the indemnity in the preceding sentence.

8. **Amendments.** 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 the City and Consultant.

9. **Non-Discrimination and Equal Employment Opportunity.**

   A. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, religion, ancestry, sex, national origin, physical or mental disability or age. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, physical or mental disability or age. Affirmative action relating to employment shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

   B. The provisions of subsection A above shall be included in all solicitations or advertisements placed by or on behalf of Consultant for personnel to perform any services under this Agreement. The City shall have access to all documents, data and records of Consultant and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section.

10. **Term; Effective Date.** This Agreement shall become effective and shall be in full force and effect upon the execution of the Agreement by the City and the Consultant. This Agreement shall continue in full force and effect for twelve (12) months, unless the Agreement is sooner terminated in accordance with this Agreement; provided, however, that the City and the Consultant may mutually agree in writing to extend the Term of this Agreement.

11. **Termination.**

   A. For Convenience. The City may terminate this Agreement at any time without cause by giving thirty (30) days written notice to the other party of such termination and specifying the effective date thereof. In the event of termination of this Agreement, Consultant will be paid on a for work completed through the date of termination within thirty (30) days following submittal of a final invoice.

   B. For Cause. If Consultant fails to perform the services called for by this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, Consultant shall correct such failure within ten (10) days (or such longer period that the City may authorize in writing) after receipt of notice from the City.
specifying such failure. Should the failure not be corrected within this time period, the City may immediately terminate the Agreement by written notice to Consultant.

C. In the event of termination, whether for convenience or cause, reports, plans, studies and other documents related to the Services that have been delivered to the City shall become the City’s property.

12. **Independent Contractor.** Consultant is an independent contractor and shall have no power or authority to incur any debt, obligation or liability on behalf of the City. It is expressly understood between the Parties to this Agreement that no employee/employer relationship is intended.

13. **Insurance.**

   A. The Consultant, at its expense, shall maintain in effect at all times during the term of this Agreement the following coverage and limits of insurance, which shall be maintained with insurers listed “A-, VIII” or better in the Best’s Key Rating Guide:

**Commercial General Liability**

- Each Occurrence $1,000,000
- Per Project General Aggregate $2,000,000
- Including Products/Completed Operations; Contractual Liability/Independent Contractors; Property Damage

   *(Coverage shall be at least as broad as ISO form CG2010 11/85 or CG2010 07/04 and CG2037 07/04 combined, or an equivalent providing ongoing and completed operations)*

**Commercial Automobile Liability**

- Combined Single Limit per Accident for Bodily Injury and Property Damage $1,000,000

   *(Coverage shall be at least as broad as ISO form CA00 01)*

**Workers Compensation**

- As Required by the State of California Statutory Limits

**Employers’ Liability**

- Each Accident $1,000,000
- Bodily Injury by Disease $1,000,000
Each Employee $1,000,000

(A Waiver of Subrogation must be provided on behalf of the Certificate Holder for the Workers Compensation & Employers' Liability policies)

[May be required depending on type of Services:]

**Professional Liability**

Each Occurrence $1,000,000

General Aggregate $1,000,000

[Or this in lieu of PL, above, for cyber-related services]

*Provide one of the following:*

**Technology Professional Liability**

(Errors and Omissions)

Each Occurrence $2,000,000

General Aggregate $2,000,000

(Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by Consultant pursuant to this Agreement and shall include, without limitation, claims involving invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as any applicable regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.)

*Or*

**Cyber Liability Insurance**

Each Occurrence $2,000,000

General Aggregate $2,000,000

B. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insured's liability.

C. Professional liability and/or cyber insurance written on a “claims made” basis must be renewed for a period of three (3) years after this contract expires or is terminated. Such insurance must have the same coverage and limits as the policy that was
in effect during the term of this contract and will cover Consultant for all claims made by the City insured entities arising out of any acts or omissions of Consultant or its officers, employees, or agents during the time this Agreement was in effect.

D. Any deductibles or self-insurance retentions must be declared and approved by the City. At the City’s option, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City insured entities or the insurer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. All insurance shall be primary and non-contributory as respects the City insured entities. Any insurance or self-insurance maintained by the City insured entities shall be in excess of the Consultant’s insurance and shall not contribute with it.

F. Consultant shall furnish the City with Certificates of Insurance and with original endorsements effecting coverage required by this Agreement. Certificates of Insurance shall meet the following requirements:

(1) Show that the insurance policy has been endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after 30 days’ prior written notice (10 days’ written notice for non-payment) to the City of Lancaster.

(2) List in the “Descriptions of Operations/Locations/Vehicles” section: [Name of the Project/Services/Title & Date of Event]

The City of Lancaster, its elected officials, officers, employees and volunteers are included as additional covered parties, but only insofar as the operations under this contract are concerned."

(3) List in the “Certificate Holder” section:
The City of Lancaster, 44933 Fern Avenue, Lancaster, California 93534.

14. **Commencement and Completion of Work.** The Services to be provided by Consultant pursuant to this Agreement shall commence within ___ days after execution of this Agreement, and shall be completed no later than _____ days following commencement; provided however, that the Parties may agree to extend the time for completion upon mutual written agreement.

15. **Ownership of Documents.** All plans, specifications, reports, studies, maps and other documents prepared or obtained by Consultant in the course of performing the work and are required by this Agreement to be delivered to the City shall be the property of the City. Basic sketches, charts, computations and similar data prepared or obtained by Consultant under this Agreement shall, upon request, be made available to City without restriction or limitation on their use.
16. **Data Provided to Consultant.** City shall provide to Consultant, without charge, all data, including reports, records, maps and other information, now in the City’s possession which may facilitate the timely performance of the work described in Exhibit A.

17. **Consultant’s Warranties and Representations.**

Consultant warrants and represents to City as follows:

A. Consultant has not employed or retained any person or entity, other than a bona fide employee working exclusively for Consultant, to solicit or obtain this Agreement.

B. Consultant has not paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the execution of this Agreement. Upon any breach or violation of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without further liability, or, in the alternative, to deduct from any sums payable hereunder the full amount or value of any such fee, commission, percentage or gift.

C. Consultant has no knowledge that any officer or employee of the City has any interest, whether contractual, noncontractual, financial, proprietary, or otherwise, in this transaction or in the business of the Consultant, and that if any such interest comes to the knowledge of Consultant at any time, a complete written disclosure of such interest will be made to City, even if such interest would not be deemed a prohibited “conflict of interest” under applicable laws.

D. Upon the execution of this Agreement, Consultant has no interest, direct or indirect, in any transaction or business entity which would conflict with or in any manner hinder the performance of services and work required by this Agreement, nor shall any such interest be acquired during the term of this Agreement.

18. **Resolution of Disputes.**

A. Disputes regarding the interpretation or application of any provisions of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties.

B. If the parties cannot resolve the dispute through good faith negotiations, either party may give Notice of Dispute to the other party. The Notice of Dispute shall state the nature of the dispute and the corrective action necessary to remedy the dispute.

After Notice of Dispute, the parties shall first attempt to resolve any disputes by mediation. The parties shall agree on a single mediator. Mediation shall be conducted in Lancaster, California. Each party shall pay its own attorneys’ fees and the costs of mediation shall be split equally between the parties.

If the dispute has not been resolved by mediation within 45 days after Notice of Dispute, or the parties are unable to agree to a mediator, within 15 days after Notice of
Dispute, then, the dispute may, upon agreement of the parties be resolved by binding arbitration.

C. If any action at law or in equity is brought to enforce or interpret any provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney’s fees, cost and necessary disbursements, in addition to such other relief as may be sought and awarded.

19.   **Exhibits.**

The following exhibits to which reference is made in this Agreement are deemed incorporated herein in their entirety:

Exhibit “A” Scope of Services and Rates Schedule

20.   **Governing Law.**

This Agreement shall be governed by the laws of the State of California.

21.   **Effective Date.**

This Agreement shall become effective as of the date set forth below on which the last of the parties, whether City or Consultant, executes said Agreement.

[Signatures begin on next page.]
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

CITY OF LANCASTER
LANCASTER, CALIFORNIA
By:_____________________________________
             Jason Caudle, City Manager
Dated: _________________________________

CONSULTANT
By:_____________________________________
             (Name, Title)
Dated:__________________________________

ATTEST:

_______________________________________
      City Clerk

APPROVED AS TO FORM:

_______________________________________
      City Attorney
TO BE ATTACHED
EXHIBIT A
SCOPE OF SERVICES
AND RATES SCHEDULE