

GOVERNMENT AFFAIRS CONSULTING AGREEMENT

DATED: February 1, 2008

PARTIES: California Consulting, LLC, A California Limited Liability Company
(hereinafter the "Consultant"); and

City of Lemoore, (hereinafter the "Client")

AGREEMENT:

The undersigned hereby agree to the following terms and conditions:

Section 1. Duties of Consultant: During the term of this Agreement, Consultant shall provide the Client with federal, state and local governmental affairs consulting and advice as is reasonably requested by the Client. It is understood and acknowledged by the parties that the value of the Consultant's advice is not readily quantifiable, and that Consultant shall render advice upon request of the Client, in good faith, but shall not be obligated to spend any specific or pre-set amount of time in so doing. Consultant's duties may include, but will not necessarily be limited to:

- a. Offering Client general advice on matters involving federal, state and local governmental issues and affairs, grants research, identification, and writing;
- b. Communicating with key persons in the federal government, state government, state agencies, local government, community leaders, community organizations, and business persons to further the goals of Client; and,
- c. Arranging and/or attending meetings on behalf of the Client and for the furtherance of the stated goals of the Client.

Section 2. Time for Performance of Duties: Notwithstanding any other term or condition of this Agreement, Client specifically acknowledges that Consultant has other clients and/or outside employment. Consultant shall have control over the time and manner of performing its duties described in Section 1, and shall make available such time as it, in its sole discretion, shall deem appropriate for the performance of its duties under this Agreement.

Section 3. Term of the Agreement: The effective date of this Agreement is February 1, 2008, and shall continue until January 31, 2009 at which time both parties will discuss potential new contract terms.

Section 4. Compensation: Client shall pay Consultant \$2,500.00 per month as compensation for Consultant's federal, state, and local government affairs consulting services. Client shall pay Consultant on the 1st day of each month, without the need for Consultant providing a written invoice.

Section 5. Expenses: The Client agrees to reimburse the Consultant for reasonable out-of-pocket expenses related to performing services on behalf of the Client. Such expenses typically might include, but are not limited to, phone calls, faxes, copies, postage, parking, gas, dining and entertaining key figures, messengers, travel, lodging expenses, and quarterly lobbyist report. Consultant shall provide Client with a receipt and a description of the expense. Client shall reimburse Consultant within Thirty (30) days of Consultant providing the receipt and description of services to Client.

Section 6. Relationship: Consultant shall perform its services hereunder as an independent contractor and not as an employee of the Client or an affiliate thereof. It is expressly understood and agreed to by the parties hereto that Consultant shall have no authority to act for, represent or bind the Client or any affiliate thereof in any manner, except as may be agreed to expressly by the Client in writing from time to time.

Section 7. Confidentiality: Except in the course of the performance of its duties hereunder, each party agrees that it shall not disclose any trade secrets, know-how, or other proprietary information not in the public domain learned as a result of this Agreement. Similarly, the parties agree that they shall not disclose or divulge this Agreement, or any of its term or conditions to third parties, except as is necessary to perform the terms and conditions stated herein.

Section 8. Indemnification: Except as to the sole negligence or willful misconduct of City, consultant shall defend, indemnify, and hold harmless City, its officers, employees, agents, and volunteers, from any loss, damage, claim for damage, liability, expense or costs, including attorneys fees, which arise out of or are in any way connected with performance of the Services or any other work by Consultant pursuant to the terms of this Agreement. This provision applies to Services and work provided by Consultant's employees, agents or sub-consultants and from all claims by Consultant's employees, agents or sub-consultants. This section shall survive termination of this Agreement.

Section 9. Assignment: This Agreement shall not be assignable by either party; provided however, that Consultant shall have the discretion to allocate its duties hereunder to owners, affiliates, or employees of Consultant.

Section 10. No Guaranteed Result: Client acknowledges and agrees that Consultant does not have control over third party decision makers, and therefore Consultant makes no representations, warranties or guarantees that it can achieve any particular results. Consultant, however, shall act in good faith toward the performance of its duties described above.

Section 11. Prior Agreements: There are no prior agreements between the parties, and this Agreement represents the sole and only agreement between them. This Agreement may only be modified by a writing signed by both parties.

Section 12. Governing Law: This Agreement shall be deemed to be a contract made under the laws of the State of California and for all purposes shall be construed in accordance with the laws of said State.

Section 13. Attorneys Fees: The prevailing party in any action filed that arises out of this Agreement shall be entitled to recoup their reasonable attorneys fees and costs from the other party.

Section 14. Notices: All notices will be sent via certified mail or overnight courier such as Federal Express, to:

Consultant at: California Consulting, LLC
1530 East Shaw Avenue, Suite 114
Fresno, CA 93710

Client at: City of Lemoore
119 Fox Street
Lemoore, CA 93245

Section 15. Termination: This Agreement may be terminated by either party for any reason not in violation of federal and/or California State law upon thirty (30) days written notice to the other party. Client shall compensate Consultant for all services rendered prior to the date of termination. There shall be no liquidated damages in the event of termination under this provision.

IN WITNESS THEREOF, this Agreement is executed on the dates set forth below and effective on the date first set forth above.

“CONSULTANT”

“CLIENT”

California Consulting, LLC
(A California Limited Liability Company)

City of Lemoore

By _____

Steven N. Samuelian, Manager

Printed Name _____