



CITY OF EXETER

REQUEST FOR PROPOSALS

REQUEST FOR PROPOSAL (RFP) No. 2026-04

CITY PLANNER SERVICES

This RFP does not constitute a contract or commitment by the City of Exeter. The City reserves the right to reject any or all proposals, to waive informalities, and to accept the proposal deemed most beneficial to the public interest.

RFP Number:	2026-04
Issue Date:	August 3, 2026
Proposal Due Date:	September 4, 2026, at 4:00 PM Pacific Time
Submission Method:	Email or hand-delivery to City Administration
Submit To:	Jason Ridenour, City Administrator City of Exeter, 100 N. C Street, Exeter, CA 93221, jridenour@exetercityhall.com
Questions Deadline:	August 14, 2026, at 5:00 PM Pacific Time
Questions Contact:	Jason Ridenour jridenour@exetercityhall.com (559) 592-4539

Section 1: Introduction and Background

The City of Exeter (the "City") invites qualified firms and individuals to submit proposals for professional City Planner Services.

The City of Exeter is a quintessential small-town America city with a vibrant downtown and active community. The City features thoughtful development with tree-lined streets, renowned historical murals, and 12 parks throughout the city. The City of Exeter reflects its motto of "Protecting, Preserving and Promoting Small Town America." Exeter is located minutes from the Sequoia National Park within Tulare County approximately eight miles east of Visalia and two miles south of SR198 along SR65. The City was incorporated in 1911 and became a Charter City in 1998 with a current population of approximately 10,287 residents.

Planning and land use services are administered through the Administration Department. The City's General Plan was last updated in 2003. The planning area encompasses approximately 2.46 square miles and includes a mix of residential neighborhoods, a historic downtown, light industrial uses, and open space resources. The City values thoughtful land use planning and economic vitality.

Section 2: Scope of Work

The selected consultant ("City Planner") will serve as the City's primary planning professional. The scope of work includes, but is not limited to, the following:

2.1 Current Planning Services

- Review and process applications for discretionary permits, including conditional use permits (CUPs), variances, site plan reviews, and design reviews
- Prepare staff reports and environmental analysis for Planning Commission and City Council consideration
- Conduct public hearings and provide professional testimony before the Planning Commission, City Council, and other bodies
- Respond to public inquiries regarding zoning, land use, development standards, and permitting procedures
- Coordinate with Public Works, Engineering, County of Tulare Building and other City and County departments on development review

- Maintain and interpret the Municipal Code, Zoning Ordinance, and General Plan

2.2 Long-Range Planning Services

- Lead or assist with updates to the General Plan, Housing Element, and other General Plan elements as required by State law
- Prepare and maintain Specific Plans, Overlay Districts, and Corridor Studies as directed
- Administer CEQA compliance, including initial studies, Negative Declarations, MNDs, and EIRs
- Monitor and implement State housing law requirements, including SB 9, SB 10, ADU regulations, and annual Housing Element compliance reporting
- Develop code amendments to the Zoning Ordinance as needed

2.3 Administrative and Coordination Services

- Attend and participate in City Council and Planning Commission meetings as needed
- Assist in preparation of annual planning fee schedule
- Coordinate with regional, State, and federal agencies including TCAG, HCD, Caltrans, and others as applicable
- Provide on-call planning advisory services

Section 3: Minimum Qualifications

Proposals will only be considered from firms or individuals who meet the following minimum qualifications:

- A professional in urban planning (AICP certification strongly preferred) or related field
- Minimum of five (5) years of progressively responsible municipal planning experience in California
- Demonstrated experience serving as City Planner or Senior Planner for a California municipality
- Thorough knowledge of the California Government Code, California Environmental Quality Act (CEQA), Housing Element law, and applicable State planning requirements
- Experience appearing before Planning Commissions and City Councils
- Valid California driver's license and proof of automobile insurance

Section 4: Proposal Requirements

Proposals shall be submitted as a single PDF document and must include all of the following sections, clearly labeled:

4.1 Cover Letter

A brief cover letter signed by an authorized representative of the firm, expressing interest in the project and identifying the proposed Project Manager/City Planner who would be the primary point of contact.

4.2 Firm Overview and Qualifications

- Firm name, address, legal structure, and years in operation
- Overview of the firm's experience providing municipal planning services in California
- Number of professional staff and general description of the firm's planning practice areas

4.3 Key Personnel

Provide a resume and qualifications for each person proposed to provide services to the City, including:

- Name, title, and AICP certification status
- Education and professional licenses/certifications
- Summary of relevant experience, including municipal clients served
- Proposed role and estimated percentage of time dedicated to City of Exeter

4.4 Relevant Experience / References

Provide a minimum of three (3) references from California municipalities for whom similar services have been provided within the last five (5) years. For each reference, include:

- Agency name, contact person, title, phone number, and email address
- Description of services provided and approximate contract value
- Contract start and end dates

4.5 Proposed Approach

Describe the proposer's approach to performing the Scope of Work, including:

- How City Planner services would be delivered (on-site hours, remote work, response times)
- Approach to managing multiple concurrent permit applications and time-sensitive State mandates
- Experience and methodology for community engagement and public outreach
- Approach to working with elected and appointed officials and City staff

4.6 Fee Proposal

The fee proposal must be submitted must include:

- Proposed hourly billing rates
- Reimbursable expense policy (mileage, printing, subconsultants, etc.)

4.7 Insurance

The selected firm will be required to provide evidence of the following insurance coverage prior to contract execution:

- Commercial General Liability: \$2,000,000 per occurrence, \$4,000,000 general aggregate (per project or location), and \$2,000,000 products and completed operations aggregate

- Professional Liability (Errors & Omissions): \$2,000,000 per claim and in the aggregate
- Business Automobile Liability: \$2,000,000 each accident
- Workers' Compensation as required by California law and Employer's Liability: \$1,000,000 each accident or disease
- Cyber Liability: \$2,000,000 per claim
- Crime Insurance: \$1,000,000 per loss

The City of Exeter shall be named as an additional insured on all applicable policies

The comprehensive insurance requirements are included in the Contract Services Agreement, attached hereto and made a part hereof.

Section 5: Evaluation Criteria and Selection Process

Proposals will be evaluated by a selection committee on the following criteria:

Evaluation Criterion	Points
Qualifications and experience of key personnel (AICP, municipal planning experience)	25
Demonstrated experience serving comparable California cities	20
Proposed approach, methodology, and understanding of scope	20
References and past performance	15
Cost/fee proposal	20
TOTAL	100

The City reserves the right to conduct interviews with top-ranked proposers prior to final selection. The City may negotiate contract terms and fee structure with the highest-ranked proposer. If negotiations are unsuccessful, the City may proceed to the next-ranked proposer.

Section 6: Proposal Submission Instructions

Proposals must be received by the City no later than September 4, 2026 at 4:00 PM Pacific Time. Late proposals will not be accepted.

6.1 Submission Format

- Submit one (1) electronic copy (PDF) via email to jridenour@exetercityhall.com with the subject line: "RFP 2026-04 — City Planner Services — [Firm Name]"
- Electronic submittals shall not exceed 20 MB total. Larger files must be submitted via a secure file-sharing link included in the email.
- Hard copy submittals: if submitting in person or by mail, provide one (1) original and two (2) copies and an electronic copy on a USB drive in a sealed envelope labeled "RFP 2026-04 — City Planner Services — Do Not Open".

6.2 Questions and Clarifications

All questions regarding this RFP must be submitted in writing by email to jridenour@exetercityhall.com no later than August 14, 2026, at 5:00 PM Pacific Time. Questions and the City's written responses will be posted as an addendum on the City's website at

<https://cityofexeter.ca.gov/bid-opportunities-and-requests-for-proposals/> . Verbal responses to questions are not binding.

6.3 Addenda

The City reserves the right to issue addenda to this RFP at any time prior to the proposal submission deadline. All registered proposers will be notified by email. It is the proposer's responsibility to check the City's website for any addenda. Proposals must acknowledge all issued addenda.

Section 7: Contract Terms and Conditions

The following terms and conditions apply to this RFP and any resulting contract:

- The contract term will be for an initial period of three (3) years, with up to two (2) one-year renewal options at the City's discretion, subject to satisfactory performance and appropriation of funds.
- The contract will be subject to the City's standard Professional Services Agreement, a copy of which is attached as Exhibit A. Proposers should identify any requested exceptions to the agreement terms in their proposal.
- This RFP and any resulting contract are subject to California Public Records Act (Government Code § 6250 et seq.) disclosure requirements.
- The City is not responsible for any costs incurred by proposers in responding to this RFP.
- All work products produced under any resulting contract shall be the property of the City of Exeter.
- The selected consultant shall not subcontract any portion of the work without prior written approval of the City Administrator.

Section 8: Anticipated Schedule (tentative)

Milestone	Target Date
RFP Issued	August 3, 2026
Questions Due	August 14, 2026, at 5:00 PM Pacific Time
Proposals Due	September 4, 2026, at 4:00 PM Pacific Time
Interviews (if conducted)	September 29-30, 2026
City Council Approval	October 13, 2026
Anticipated Contract Start Date	November 2, 2026

The City reserves the right to modify this schedule as necessary. Any changes will be communicated via addendum.

Section 9: City's Rights and Reservations

The City of Exeter reserves the following rights with respect to this RFP process:

- To reject any or all proposals at its sole discretion

- To waive any informalities or irregularities in proposals received
- To issue supplemental requests for information or revised RFPs
- To cancel this RFP at any time prior to contract execution
- To negotiate with any proposer or multiple proposers simultaneously
- To select a proposer based on the best interests of the City, which may not necessarily be the lowest-cost proposal
- To request additional information or clarification from any proposer without prior notice to other proposers

Section 10: Exhibits

The following exhibits are attached to and incorporated into this RFP:

- Exhibit A: City of Exeter Standard Professional Services Agreement
- Exhibit B: City of Exeter General Plan Land Use Map and Zoning Map

Proposer Acknowledgment

By submitting a proposal in response to this RFP, the proposer acknowledges and agrees to the following:

1. The proposer has read and understands all provisions of this RFP and any issued addenda.
2. The proposal is submitted in good faith and all information provided is accurate and complete.
3. The proposer understands that the City is not obligated to select any proposal or award any contract.
4. The proposer agrees to be bound by all terms and conditions set forth in this RFP if selected.

Authorized Signature	Date
Printed Name and Title	Firm Name
Address / Email / Phone	

— End of Request for Proposals —

CONTRACT

SERVICES AGREEMENT FOR

CITY PLANNER SERVICES

This Agreement, entered into this [DAY] day of [MONTH] 2026, by and between the City of Exeter, hereinafter referred to as the "CITY", and [COMPANY NAME] hereinafter referred to as the "PROVIDER".

W I T N E S S E T H

WHEREAS, the CITY is authorized and empowered to employ service providers in the performance of its duties and functions; and

WHEREAS, the CITY has the desire to secure certain services to assist in the preparation and completion of the items of work described as "Scope of Work" in Exhibit "A", and hereinafter referred to as the "SERVICES"; and

WHEREAS, the PROVIDER represents it is licensed, qualified and willing to provide such services pursuant to terms and conditions of this Agreement.

NOW, THEREFORE, CITY and PROVIDER agree as follows:

I. SERVICES TO BE PERFORMED BY THE PROVIDER

- A. Authorized Scope of Work: The PROVIDER agrees to perform all work necessary to complete in a manner satisfactory to the CITY those tasks described and the cost identified in Exhibit "A" - Scope of Work

SERVICES.

II. TIME OF PERFORMANCE

The PROVIDER shall commence performance of this Agreement within [NUMBER] days of PROVIDER's Notice to Proceed following City Council approval of this Agreement and shall complete the work within the timeframes outlined in Exhibit "A", unless otherwise extended in writing by CITY, in its sole discretion.

If the PROVIDER fails to complete the SERVICES within the time specified, plus any extensions of time which may be granted, the CITY shall determine the percent of each work item completed and shall pay the PROVIDER on that basis.

PROVIDER shall not be responsible for delays which are due to causes beyond the PROVIDER's reasonable control. In the case of any such delay, the time of completion shall be extended accordingly in writing signed by both parties.

III. COMPENSATION

- A. Total Compensation: For services performed pursuant to this Agreement, the CITY agrees to pay and the PROVIDER agrees to accept, as payment in full, a monthly sum not to exceed
- B. (\$_____). This amount shall constitute complete compensation, including document production and out-of-pocket expenses for all services for the work and SERVICES identified in Exhibit "A".
- C. Payment of Compensation: The PROVIDER shall be compensated monthly no later than thirty (30) days following submission of a written, verified billing invoice to the CITY.

IV. AUTHORIZED REPRESENTATIVE

- A. CITY: The City Administrator shall represent the CITY in all matters pertaining to the services to be rendered under this Agreement, except where approval of the City Council of the City of Exeter is specifically required.
- B. PROVIDER: [COMPANY NAME] shall represent and act as principle for PROVIDER in all matters pertaining to the services to be rendered by it under this Agreement.

V. TERMINATION

The right to terminate this Agreement, with or without cause, may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement.

- A. Termination By Either Party Without Cause: The CITY or PROVIDER may terminate this Agreement at any time by giving written notice to the other of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.
- B. Termination of Agreement for Cause: The CITY may by written notice to the PROVIDER specifying the effective date thereof, at least thirty (30) days before the effective date of such termination, terminate the whole or any part of this Agreement in any of the following circumstances:
 - 1. If the PROVIDER fails to perform the services called for by this Agreement within time(s) specified herein or any extension thereof; or
 - 2. If the PROVIDER fails to make progress under this Agreement as to endanger performance of this Agreement in accordance with its terms, and does not correct such failure within a period of ten (10) days (or longer period as the CITY may authorize in writing) after receipt of notice from the CITY specifying such failure.
- C. Post-Termination:
 - 1. In the event the CITY terminates this Agreement with or without cause, the CITY may procure, upon such terms and such manner as it may determine appropriate, services similar to those terminated.
 - 2. The PROVIDER shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the PROVIDER. Such causes include, but are not limited to, acts of God or of the public enemy, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather.
 - 3. Should the Agreement be terminated with or without cause, the PROVIDER shall provide the CITY with all finished and unfinished documents, data, photographs, reports, access keys or badges, etc. related to the SERVICES.
 - 4. Upon termination, with or without cause, PROVIDER will be compensated for the services satisfactorily completed to the date of termination according to compensation provisions contained herein. In no event, shall the total compensation paid PROVIDER exceed the total compensation agreed to herein.
 - 5. If, after notice of termination of this Agreement, as provided for in this article, it is determined for any reason that the PROVIDER was not in default under the provisions of this article, then the rights and obligations of the parties shall be the same as if the Agreement was terminated without cause.

6. Termination of this Agreement shall not terminate any obligation to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination activities.

VI. INTEREST OF OFFICIALS AND THE PROVIDER

- A. No officer, member, or employee of the CITY who exercises any functions or responsibilities in the review or approval of this Agreement shall:
 1. Participate in any decision relating to this Agreement which effects his personal interest or the interest of any corporation, partnership, or association in which he has, directly or indirectly, any interest; or
 2. Have any interest, direct or indirect, in this Agreement or the proceeds thereof during his tenure or for one year thereafter.
- B. The PROVIDER hereby covenants that he has, at the time of the execution of this Agreement, no interest, and that he shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this Agreement. The PROVIDER further covenants that in the performance of this work, no person having any such interest shall be employed.

VII. NO PERSONNEL, AGENCY OR COMMISSION

The PROVIDER warrants, by execution of this Agreement, that no personnel agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide established commercial or selling agencies maintained by the PROVIDER for the purpose of securing business. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or, in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

VIII. SUBCONTRACTING

- A. The PROVIDER shall not subcontract or otherwise assign any portion of the SERVICES to be performed under this Agreement without the prior written approval of the CITY.
- B. In no event shall the PROVIDER subcontract services in excess of 50% of the contract amount, excluding specialized services. Specialized services are those items not ordinarily furnished by a PROVIDER performing the particular type of services.

IX. INDEPENDENT CONTRACTOR

In the performance of the services herein provided for, the PROVIDER shall be, and is, an independent contractor and is not an agent or employee of the CITY. The PROVIDER has and shall retain the right to exercise full control and supervision of all persons assisting the PROVIDER in the performance of said services hereunder. The PROVIDER shall be solely responsible for all matters relating to the payment of its employees including compliance with social security and income tax withholding and all other regulations governing such matters.

X. SPECIFICATIONS

All specifications, manuals, standards, etc., either attached to this Agreement or incorporated by reference, are binding as to the performance of the work specified in this Agreement unless they are changed by written amendment to this Agreement modified in writing to incorporate such changes.

XI. DOCUMENTS/DATA

- A. Ownership of Documents: All original papers and documents, produced as a result of this Agreement, shall become the property of the CITY. In addition, CITY shall be provided with access and use of any other papers and documents consistent with the purpose and scope of services covered by this Agreement. Any additional copies, not otherwise provided for herein, shall be the responsibility of the CITY.

Documents, including drawings and specifications, prepared by PROVIDER pursuant to this Agreement, are not intended or represented to be suitable for reuse by CITY or others on extensions of the PROJECT or on any other project. Any use of the completed documents for other projects and any use of incomplete documents without the specific written authorization from PROVIDER will be at CITY's sole risk and without liability to PROVIDER. Further, any and all liability arising out of changes made to PROVIDER's deliverables under this Agreement by CITY or persons other than PROVIDER is waived as against PROVIDER, and the CITY assumes full responsibility for such changes unless the CITY has given PROVIDER prior notice and has received from PROVIDER written consent for such changes.

- B. Publication: No report, information, or other data given or prepared or assembled by the PROVIDER pursuant to this Agreement, shall be made available to any individual or organization by the PROVIDER without the prior written approval of the CITY. Notwithstanding the foregoing, however, the PROVIDER shall not be required to protect or hold in confidence and confidential information which (1) is or becomes available to the public with the prior written consent of the CITY; (2) must be disclosed to comply with law; or (3) must be disclosed in connection with any legal proceedings.
- C. Copyrights: The PROVIDER shall be free to copyright material developed under this Agreement with the provision that the CITY be given a nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the material for government or public purposes.

XII. INDEMNIFICATION AND INSURANCE

- A. To the fullest extent permitted by law, PROVIDER shall indemnify, defend, and hold harmless the CITY, its officers, employees, agents and volunteers ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the PROVIDER's negligence, recklessness or willful misconduct in its performance of its obligations under this agreement or out of the operations conducted by PROVIDER. In the event the City indemnitees are made party to any action, lawsuit, or other adversarial proceeding arising from PROVIDER's performance of this agreement, the PROVIDER shall provide a defense to the City indemnitees, or at the CITY's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.
- B. As respects all acts or omissions which do not arise directly out of the performance of services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, PROVIDER agrees to indemnify, defend (at CITY's option), and hold harmless CITY, its elected and appointed officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with PROVIDER's (or PROVIDER's subcontractors, if any) performance or failure to perform, under the terms of this Agreement; except to the extent those which arise out of the sole negligence or willful misconduct of CITY.
- C. Without limiting CITY's right to indemnification, it is agreed that PROVIDER shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, insurance coverage placed with insurances approved to do business in California with an AM Best Rating of A-;VII or higher as follows:
1. **Workers Compensation and Employer's Liability**: PROVIDER shall maintain Workers' Compensation Insurance as required by California statutes and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000) each accident or disease. PROVIDER

shall submit to CITY, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

2. Commercial General Liability: PROVIDER shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than Two Million Dollars (\$2,000,000) per occurrence, Four million Dollars (\$4,000,000) general aggregate, and Two Million Dollars (\$2,000,000) products and completed operations aggregate for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. The general aggregate limit shall apply separately to this SERVICES/location or the general aggregate limit shall be doubled. PROVIDER'S general liability policies shall allow and be endorsed primary and shall not seek contribution from the CITY'S coverage and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that CITY and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. For construction services, an endorsement providing completed operations coverage for the additional insured using ISO form CG 20 37 (or equivalent) is also required. PROVIDER shall submit to CITY, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

Any failure to comply with reporting provisions of the policies by PROVIDER shall not affect coverage provided the CITY.

Coverage shall state PROVIDER insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3. Business Automobile Liability: PROVIDER shall provide automobile liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01 (or equivalent) with a limit of no less than Two Million Dollars (\$2,000,000) each accident. The policy shall provide and be endorsed that the City, its officers, officials, employees, agents, and volunteers are included or named as additional insureds. PROVIDER shall submit to CITY, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

4. Professional Liability Insurance: Contractor shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount not less than Two Million Dollars (\$2,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required of this agreement.

5. Cyber Liability: Two Million Dollars (\$2,000,000) per claim.

6. Crime Insurance: One Million Dollars (\$1,000,000) per loss.

D. CITY'S Risk Manager is hereby authorized to modify the requirements set forth above in the event he/she determines that such reduction is in the CITY'S best interest.

E. Each insurance policy required by this Agreement shall contain the following clause:

"This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the City Clerk, City of Exeter, 100 N. C Street, Exeter, CA 93221." If a carrier will not provide the required notice of cancellation, the PROVIDER shall provide written notice to the City of a cancellation no later than ten (10) business days before cancellation.

- F. The City of Exeter shall be named as an additional insured on all applicable policies. Any available insurance proceeds broader than, or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum insurance requirements are sufficient to cover the obligations of the PROVIDER.
- G. Prior to commencing any work under this Agreement, PROVIDER shall deliver to CITY insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above. PROVIDER shall provide to CITY endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Said endorsements shall be signed by an authorized representative of the insurance company and shall include the signatory's company affiliation and title. Should it be deemed necessary by CITY, it shall be PROVIDER's responsibility to see that CITY receives documentation acceptable to CITY which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company. CITY has the right to demand, and to receive within a reasonable time period, copies of any insurance policies required under this Agreement.
- H. Subcontractors: PROVIDER must enter into a written and executed contract agreement with each of its subcontractors that provide materials, services, or perform work for the PROVIDER under this Agreement. The contract agreement must contain a defense, indemnification and hold harmless provision in favor of the City and its officers, officials, employees, agents, and volunteers. The contract agreement shall also cause the subcontractor to comply with the insurance requirements required of the PROVIDER, including providing an additional insured endorsement for ongoing and, for construction work or services, for completed operations for equal risk level activities and operations as solely determined by the City. The City reserves the right to modify the insurance coverages and limits based on the nature of the risk or other special circumstances PROVIDER shall obtain certificates of insurance and policy endorsements from each of its subcontractors and provide a copy to City upon request.
- I. In addition to any other remedies CITY may have if PROVIDER fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:
1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; or
 2. Order PROVIDER to stop work under this Agreement and/or withhold any payment(s) which become due to PROVIDER hereunder until PROVIDER demonstrates compliance with the requirements hereof; or
 3. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies CITY may have and is not the exclusive remedy for PROVIDER's failure to maintain insurance or secure appropriate endorsements.

Nothing herein contained shall be construed as limiting in any way the extent to which PROVIDER may be held responsible for payments of damages to persons or property resulting from PROVIDER's or its subcontractor's performance of the work covered under this Agreement.

XIII. NON-DISCRIMINATION

PROVIDER and all subcontractors shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, sex, or any other classification protected by federal or state law, in the performance of this Agreement. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement.

XIV. MISCELLANEOUS PROVISIONS

- A. Asbestos and Hazardous Materials: In providing its services hereunder, PROVIDER shall not be responsible for identification, handling, containment, abatement, or in any other respect, for any asbestos or hazardous material if such is present in connection with the SERVICES. In the event the CITY becomes aware of the presence of asbestos or hazardous material at the service location, CITY shall be responsible for complying with all applicable federal and state rules and regulations, and shall immediately notify PROVIDER, who shall then be entitled to cease any of its services that may be affected by such presence, without liability to PROVIDER arising therefrom.
- B. Successors and Assigns: This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.
- C. Prohibition of Assignment: Neither the CITY nor PROVIDER shall assign, delegate or transfer their rights and duties in this Agreement without the written consent of the other party.
- D. Dispute/Governing Law: Any dispute not resolvable by informal arbitration between the parties to this Agreement shall be adjudicated in a Court of Law under the laws of the State of California.
- E. Notices: Notice shall be sufficient hereunder if personally served upon the City Clerk of the CITY or an officer or principal of the PROVIDER, or if sent via the United States Postal Service, postage prepaid, addressed as follows:

CITY OF EXETER
100 N. C Street
Exeter, CA 93221
Attention: CITY ADMINISTRATOR

PROVIDER
Attention: [NAME]
Phone: [NUMBER]
Email: [EMAIL]

- F. Jurisdiction/Venue/Waiver Of Removal: This Agreement is entered into and is to be performed in Tulare County, California. This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that State. Any action brought to interpret or enforce this Agreement, or any of the terms or conditions hereof, shall be brought in Tulare County, California. The PROVIDER hereby expressly waives any right to remove any action to a county other than Tulare County as permitted pursuant to Section 394 of the California Code of Civil Procedure.
- G. Integration/Modification: This Agreement and each of the exhibits referenced herein, which are incorporated by reference, represents the entire understanding of the CITY and the PROVIDER as to those matters contained herein. In case of conflict between any of the terms and conditions of this Agreement and any PROVIDER proposal or attachment, the terms and conditions of this Agreement shall control. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by the CITY and the PROVIDER.
- H. Conflict With Law: If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said law, but the remainder of the Agreement shall be in full force and effect.

- I. Attorney's Fees: In the event either party commences any action, arbitration or legal proceedings for the enforcement of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recovery of its attorney's fees and court costs incurred in the action brought thereon.
- J. Construction: This Agreement is the product of negotiation and compromise on the part of each party and the parties agree, notwithstanding Civil Code Section 1654, that in the event of uncertainty the language will not be construed against the party causing the uncertainty to exist.
- K. Authority: Each signatory to this Agreement represents that it is authorized to enter into this Agreement and to bind the party to which its signature represents.
- L. Headings: Section headings are provided for organizational purposes only and do not in any manner affect the scope or intent of the provisions thereunder.
- M. Firearms Prohibited: Guns may not be carried by contractors /vendors/PROVIDERs while working on City of Exeter premises without the expressed written approval of a City of Exeter Department Head, or an exemption in the contract. If a contractor/vendor/PROVIDER is caught carrying a gun, without City permission, their contract will be terminated.

IN WITNESS WHEREOF, this Agreement is executed on the day and year first above written.

CITY OF EXETER

PROVIDER

Jason Ridenour,, City Administrator

[NAME]

Approved as to Form

Julia Lew, City Attorney

Jason Ridenour, SERVICES Manager

Attachments:

Exhibit "A": Scope of Work and
Schedule of Fees for Services

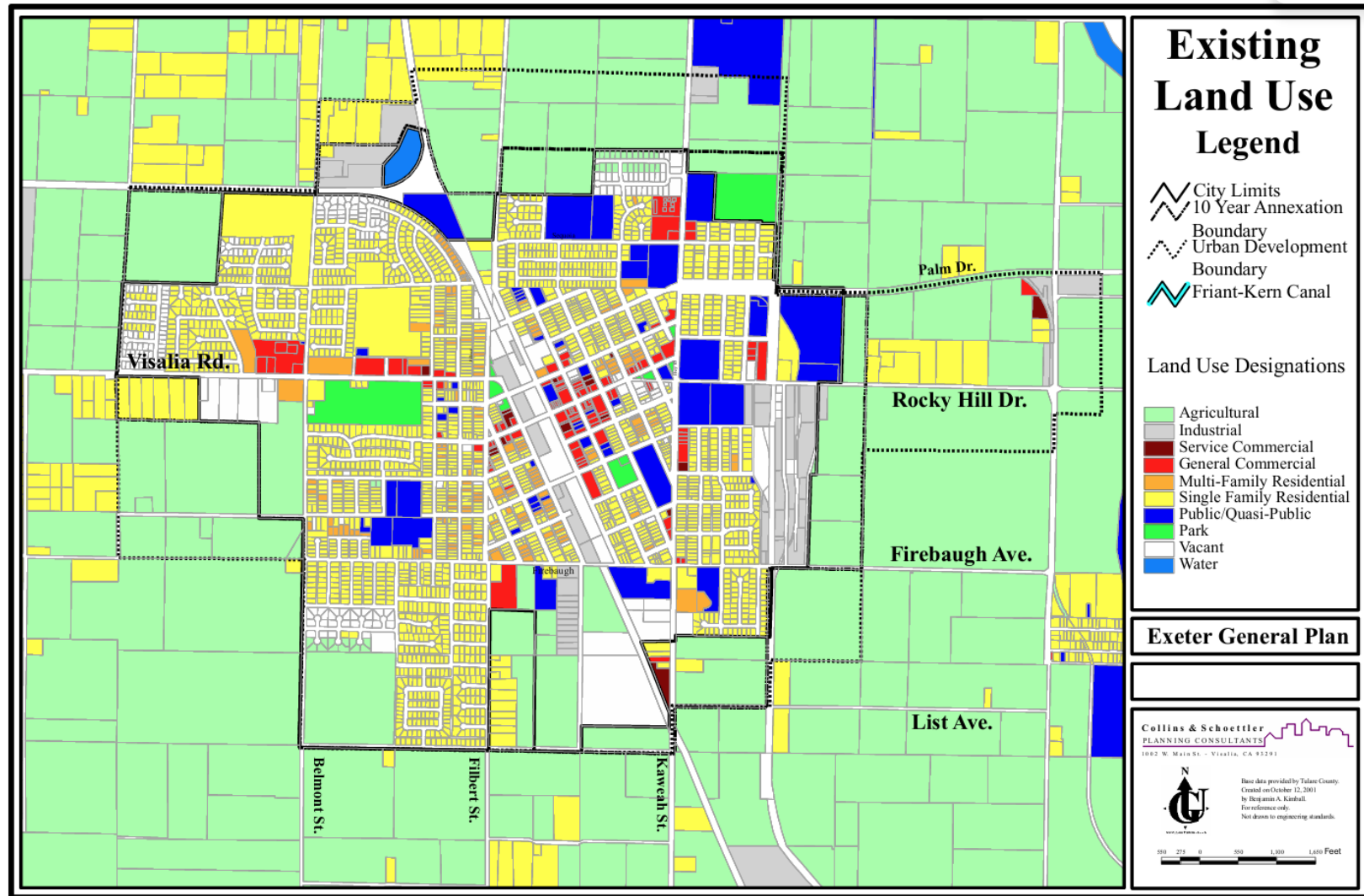
EXHIBIT 'A'
SCOPE OF WORK AND SCHEDULE OF FEES FOR SERVICES

[DETERMINED UPON EXECUTION OF AGREEMENT]

DRAFT

EXHIBIT 'B'

City of Exeter General Plan Land Use Map



Zoning Map

