



REQUEST FOR PROPOSALS

TO PROVIDE

Comprehensive Fee and Cost Allocation Study

TO THE

CITY OF LEMOORE

IMPORTANT DATES

RFP ISSUED	October 31, 2025
DEADLINE TO SUBMIT QUESTIONS	November 12, 2025
PROPOSAL DUE DATE	November 19, 2025 at 3:00 PM
NOTIFICATION TO PREFERRED CONSULTANT	December 16, 2025

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City of Lemoore

711 W Cinnamon Dr, Lemoore, California 93245

October 31, 2025 **Comprehensive Fee and Cost** **Allocation Study**

I. INTRODUCTION

The City of Lemoore ("City") seeks proposals from qualified firms for a comprehensive fee study and cost allocation study.

Responses must conform with the requirements of this Request for Proposal ("RFP"). The City reserves the right to waive any irregularity in any proposal or to reject any proposal which does not comply with this RFP. Modifications to the RFP, including, but not limited to the scope of work, can be made only by written addendum issued by the City. Selection of the proposer will be made solely by the City on criteria determined by the City.

By submitting a project proposal, the proposer agrees to all of the terms of the RFP and Agreement (Appendix A), unless exceptions to the RFP or Agreement are stated by the proposer in its project proposal. The successful proposer will be required to enter into an Agreement (Appendix A) which will include the requirements of this RFP as well as other requirements. The City reserves the right to reject any proposal(s) exceptions or changes to the Agreement or Request for Proposal.

II. PROJECT SCOPE OF WORK

• Comprehensive Fee Study

The Scope of Work, as may be modified through negotiation and/or by written addendum issued by the City, will be made a part of the Agreement. The Agreement will expire upon project completion.

- a. Collaborate with City staff to clarify the project scope, purpose, uses, and goals of the City's Comprehensive User Fee Study to ensure that the study will be both accurate and appropriate to the City's needs.
- b. Meet with staff as needed to learn of the City's procedures and functions. Conduct a comprehensive review of the City's existing fees, rates, and charges.
- c. Determine the complete expense associated with delivering each City service at the suitable level of activity, ensuring compliance with all

relevant laws, statutes, rules, and regulations regarding the collection of fees, rates, and charges by public entities.

- d. Evaluate service costs with current recovery levels. This should include any service areas where the City is currently charging for services as well as potential areas where charging may be warranted, based on the City's practices, or the practices of similar or neighboring cities.
- e. Propose potential new fees and charges for services the City currently provides. Recommendations should be based on practices by surrounding cities that may charge for similar services, industry best practices, or the consultant's professional opinion.
- f. Create a report detailing every fee-based service, its total cost, existing cost recovery rates, and suggested cost recovery rates. Additionally, outline the direct, indirect, and overhead costs associated with each service.
- g. Prepare a report that identifies the present fees, recommended fees, percentage change, cost recovery percentage, revenue impact and fee comparison with other neighboring cities.
- h. Report on other matters that come to the consultant's attention in the course of the evaluation that the City should consider.
- i. Provide a Microsoft Excel-based computer model for modifying these fees and charges to meet both current and future requirements of the City. Furnish the City with an electronic version of the finalized comprehensive study, alongside associated schedules and cost documentation in an editable format, facilitating adjustments by City personnel to accommodate organizational or cost changes. The model's specifications should enable additions, revisions, or removal of direct and overhead costs, ensuring easy adaptability of the comprehensive fee study across various activities.
- j. Prepare and deliver presentations to the City Council to facilitate their understanding of the plan and its implication for the City and make necessary adjustments as requested.
- k. Prepare a final report of the Comprehensive Fee Study that can be made available to City Staff, Council, and Committee members.

• Cost Allocation Plan

- a. Consult with City staff should it become necessary to defend the City's Comprehensive User Fee as a result of any legal or other challenges.
- b. Prepare a report identifying the total cost of each City service at the appropriate activity level and in a manner that is consistent with all applicable laws, statutes, rules and regulations governing the collection of fees, rates, and charges by public entities.

- c. Develop a Cost Allocation Model using the most recently adopted budget and data for calculation of full costs of providing each City service.
- d. Report on other matters that surface during the evaluation that the City should consider.
- e. Work with the Finance Department in developing service provisions, cost categories, and allocation criteria for future and current future programs.
- f. Prepare a final report of the Cost Allocation Study that can be made available to City Staff, Council, and Committee members.

III. **PROPOSAL SCHEDULE**

RFQ Release Date	October 31, 2025
RFQ Submittal	November 19, 2025
Interviews	As needed, not required
Contract Award	December 16, 2025

IV. **GENERAL INFORMATION**

- A. **Proposal Validity** – The Proposer’s pricing shall be valid for a minimum of 90 days.
- B. **Request for Information** – Questions regarding this RFP are for clarification purposes only and are to be directed by e-mail to: Marisa Avalos, City Clerk, at mavalos@lemoore.com. The deadline to submit questions will be November 12, 2025.
- C. **Submission Deadline** – Proposals must be received, in a sealed envelope with the words “**Request for Proposal – Comprehensive Fee Study**” clearly labeled along with the name and address of the firm, by the Office of the City Clerk by 3:00 pm on November 19, 2025. The submitted packet shall include three (3) copies of the proposal.
- D. **Late Submittals** – It is strongly recommended that proposals be delivered in-person or via personal courier by or before the submission deadline. Proposals received after the specified submission deadline will be disqualified and not considered. Proposals postmarked prior to the applicable deadline date but

received after the deadline will also be disqualified and not considered. Proposers are responsible to ensure the timely submission of their proposal. Proposals may not be submitted by via facsimile or electronic mail.

- E. **Withdrawal or Modifications** – A proposal may be withdrawn or changed by a written and signed request by the firm prior to the final deadline. If firms do not make this request before the final deadline, the firm shall be obligated to fulfill the terms of their proposal as submitted. In the event a proposer seeks to withdraw and modify a proposal, the modified proposal must be submitted before the applicable submission deadline.
- F. **Addenda** – In the event that any portion of this RFP is changed, the City will provide addenda via fax or e-mail to all firms who have received an RFP. The signed addenda must be included with the RFP submittal. Submittals received without the applicable addenda may be rejected as incomplete.

- G. **Responsiveness** – All submittals will be reviewed by the City to determine compliance with all requirements and instructions as specified in the RFP. Firms are notified that failure to comply with any part of the RFP may result in the rejection of the submittal as non-responsive.

The City also reserves the right, at its sole and absolute discretion to waive minor administrative irregularities or errors.

- H. **Costs** – The City will not be liable for any costs incurred by the Proposer in preparing and responding to this RFP. The Proposer shall not include any pre-contractual expenses as part of the proposed cost.
- I. **Legal Authorization** – All forms and documentation included in this RFP must be signed and dated by a person authorized to legally bind the Proposer to a contractual relationship with the City.
- J. **Conflict of Interest** – Proposer is required to issue a brief statement disclosing potentially conflicting interests including:
- a. Any litigation involving the Proposer or the Proposer's personnel which is adverse to the City; and
 - b. Consulting services currently being provided or provided within the last four years to any person, corporation, partnership, or other entity that made application to the City for a discretionary land use entitlement or City project.
- K. **Rejection of Submittals** – The City reserves the right at its sole discretion to reject any and all submittals received without penalty as result of this RFP.
- a. A proposal may be immediately rejected if:
 - i. It contains misrepresentative or misleading information;
 - ii. It is received at any time after the exact date and time set for receipt of proposals;
 - iii. It does not meet the required specifications or terms and conditions as prescribed;
 - iv. It is not prepared in the format outlined in this RFP;
 - v. It is signed by an individual not authorized to represent the Proposer;

- vi. Proposer is involved in outstanding litigation that could impinge on its ability to complete the responsibilities and obligations of the proposal;
 - vii. Any other reason in the City's sole and absolute discretion.
- L. **No Guarantee of Contract** – No guarantee is made that any contract will be awarded in response to this RFP.
- M. **Insurance Coverage** – If a Proposer is selected, all insurance documentation will be provided to the City prior to the execution of a contract at the expense of the Proposer. All insurance requirements are included as a provision of the contract.
- N. **Sub-consultants** – Proposer shall identify any sub-consultants and describe the responsibilities that will be assigned to them. The same level of references and background information required for Proposers shall be required of sub-consultants.
- O. **Acceptance of Conditions** – Proposer shall include a statement offering the acceptance of all conditions listed in the RFP document (including, but not limited to, all the conditions reflected in the sample Professional Services Agreement) which shall be submitted with the proposal.
- P. **Public Record** – All proposals submitted in response to this RFP will become the property of the City upon submission and a matter of public record pursuant to applicable law. City reserves the right to make copies of all proposals available for inspection and copying by interested members of the public as records of the City and City shall be under no obligation to the Proposer to withhold such records. In so far as a proposal contains information that the Proposer regards as proprietary and confidential, it shall be the responsibility of the Proposer (and not the City) to specifically identify which items of information are proprietary and clearly identify in writing which specific pieces of information are proprietary. It shall be insufficient for the Proposer to merely identify the entire proposal or an entire page or set of pages of proprietary. With respect to information deemed proprietary, the procedures set forth under subsection (T) below shall be observed. Not-to-exceed sums, hourly rates and the like that may be set forth in a proposal shall not constitute proprietary information nor shall any information readily available to the general public or any other information not regarded as proprietary and confidential under federal or state law.
- Q. **Right to Request Additional Information** – During the evaluation process the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from Proposers, or to allow corrections of errors or omissions. At the discretion of the City,

firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

- R. **Additional Services** – The Scope of Work describes the minimum baseline level of services required for the services contemplated under this RFP, however, cost-effective proposals that exceed the minimum levels of service are welcome. Upon final selection of the firm, the Scope of Work may be modified and refined during negotiations with the City to account for the performance of services that exceed the baseline level called for under this RFP.
- S. **Conflict of Interest** - By signing the Agreement, the successful Proposer declares and warrants that no elected or appointed official, officer or employee of the City has been or shall be compensated, directly or indirectly, in connection with the award of the Agreement or any work for the proposed project. For the term of the Agreement, no elected or appointed official, officer or employee of the City, during the term of his/her service with the City and for two (2) years following his/her termination of office or employment with the City, shall have any direct interest in the Agreement, or obtain any present, anticipated or future material benefit arising therefrom.
- T. **Confidential Information** - City reserves the right to make copies of a Proposer's proposal available for inspection and copying by members of the public, (including proposals which may contain information the Proposer regards as proprietary in nature), unless the City's legal counsel determines that the information which the Proposer regards as proprietary may be withheld pursuant to applicable provisions of the California Public Records Act (Govt. Code Section 6250 et seq.) or other applicable state or federal law. In the event City proposes to disclose records containing information the Proposer has specifically identified as being proprietary and confidential, City shall notify the Proposer in writing of its intent to release such information and the Proposer shall have five (5) working days after City's issuance of its notice to give City written notice of Proposer's objection to the City's release of proprietary information. City will not release the proprietary information after receipt of the objection notice from the Proposer unless: (i) the objection notice is not received by the City until after the close of business on the 5th day following City's issuance of the notice of intent to disclose; (ii) ordered to release the information by a court of competent jurisdiction; or (iii) the Proposer's objection notice fails to include a fully executed indemnification agreement wherein the Proposer agrees indemnify, defend and hold harmless the City, and its elected and appointed officials, officers, directors, employees and agents from and against all liability, loss, cost or expense (including attorneys' fees) arising out of any legal action brought to compel the release of records containing the proprietary information which the Proposer wishes to withhold. Again, the Proposer must specifically identify the information it deems proprietary.

V. TERMS AND CONDITIONS

A. Certification

By submitting a proposal, Proposer certifies that it has fully read and understands this RFP and has full knowledge of the nature, scope and scale of services and tasks that are to be performed under this RFP. Proposer also certifies that its proposal was prepared without prior understanding, agreement or connection with any other Proposer submitting a proposal from this RFP, and is in all respects fair and without collusion or fraud, so that all proposals will result from free, open and competitive proposing among all Proposers.

B. Reserving Rights

The City reserves the right to reject any and all proposals received as a result of this RFP. City's potential award of a contract will not be based on any single factor nor will it be based solely or exclusively on the lowest cost proposal. If a contract is awarded, it will be awarded to the proposer who in the judgment of the City has presented an optimal balance of relevant experience, technical expertise, technological innovation, price, quality of service, work history and other factors which the City may consider relevant and important in determining which proposal is best for the City.

C. Assignment and Guarantee

No assignment by the Proposer of the contract or any part thereof, or of funds to be received hereunder, is binding unless the City has given written consent before such assignment. There is also no guarantee of a minimal amount of work or compensation for any Proposer selected for contract negotiations.

D. Clarification

Should discrepancies or omissions be found in this RFP or should there be a need to clarify this RFP, questions or comments should be emailed to Marisa Avalos, City Clerk, at mavalos@lemoore.com. The City shall not be responsible for, nor be bound by, any oral instructions, interpretations or explanations issued by the City.

E. Discrimination

The Proposer and all subcontractors must not discriminate, nor permit discrimination against any person on the grounds of race, national origin, sex, handicap, sexual orientation, or veteran status in their employment practices, in any of their contractual arrangements, in all services and accommodations they offer the public or in their business operations.

F. Indemnification

Proposer, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless the City, its employees and agents from any liability of any nature or kind in regard to the preparation or presentation of a proposal in response

to this RFP.

G. Gratuity Prohibition

Proposer shall not offer any gratuities, favors or anything of monetary value to any official, employee or agent of the City for the purpose of influencing consideration of this proposal.

VI. PROPOSAL CONTENT

- A. **Cover Letter.** The cover letter shall include the name, address, phone number and signature of the person authorized to bind the Proposer to the terms of the proposal.
- B. **Proposer's Background.** A summary of the Proposer's background and their area(s) of professional expertise relevant to this RFP.
- C. **Project Approach/Methodology.** A detailed description of the proposed approach/methodology for completing the required components of the Scope of Work. The Proposer shall demonstrate their understanding of the needs of the City and the objectives of the work proposed, as well as their ability to timely complete all the tasks outlined in the Scope of Work.
- D. **Project Schedule and Schedule Control.** A detailed project schedule for each of the main components outlined in the Scope of Work in this RFP, outlining the tasks, activities, deliverables, milestones, and durations of each, including overlaps among the two components. Proposers shall allot sufficient time for review and feedback periods, as well as identify reasonably foreseeable delays that may occur, and factor in additional time as may be appropriate.
- E. **References.** A minimum of three (3) public agency references highlighting similar work as requested in this RFP was performed by the team/personnel proposed for Lemoore. Such references must be for work completed within the last five (5) years, and include the name, title, and contact information of the public agency officer or employee responsible for overseeing the Proposer's work.
- F. **Cost Proposal/ Fee Schedule.** A detailed "not-to-exceed" cost proposal for each of the main components outlined on the Scope of Work in this RFP, as well as any specific cost savings. Any proposed payment schedule shall align with the project schedule. In addition, the cost proposal shall include an itemized budget, including all necessary labor costs and expenses (direct or indirect), for each of the components. The cost proposal shall state the current hourly rates of all assigned staff/team members. As well as any known increases to said rate scheduled to occur prior to completion of this project.
- G. **Validity of Proposal.** Responses to this RFP shall be valid for a minimum of ninety (90) days. Proposers shall state the length of time for which the proposal

shall remain valid. Submissions not valid for at least ninety (90) days will be considered non-responsive.

CONTRACT IMPLEMENTATION

The contract resulting from this solicitation is tentatively scheduled to be awarded in December 2025. Upon award notification and prior to final contract approval, the successful proposer will be required to submit the following:

- a. Proof of general liability insurance
- b. Documentation of all credentials necessary to legally perform the services specified.
- c. A complete W9 form and, if applicable, non-resident withholding exemption form, if not already on file with the City; and
- d. Proof of a current City of Lemoore business license if the vendor is in, or performs services within, the city limits agreed to by the parties.

The finalized contract will include the scope of work, the terms and conditions, the fee schedule and any negotiated modifications agreed to by the parties.

VII. EVALUATION PROCEDURES

EVALUATION CRITERIA

The following criteria shall be used by the Committee to evaluate proposals:

- A. Demonstrated a thorough understanding of the tasks to be completed.
- B. Expertise and qualifications of assigned staff, including prior experience in performing similar studies for public sector clients.
- C. Overall project design and methodology/approach.
- D. Proposed schedule/timeline and task completion date(s).
- E. Total cost and fee schedule.
- F. Responsiveness to the requirements of the RFP.
- G. Recent references from comparable clients.

The City retains full discretion in determining the applicability and weight of the criteria listed above and is not required to select the lowest cost proposal. During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarification from Proposers, or to allow corrections of error or omissions.

SELECTION OF QUALIFIED PROPOSALS

The City of Lemoore will review the proposals submitted by all proposers. Based on the evaluation criteria, the City of Lemoore will determine which proposal is most advantageous for the award of the contract.

The City of Lemoore may at any time investigate a Proposer's ability to perform work. The City of Lemoore may ask for additional information about a company and its work on previous contracts. Proposers may choose not to submit such information in response to the City's request. However, if failure to submit such information does not clarify the City's questions concerning the ability to perform, the City may discontinue further consideration of a particular proposal. The City of Lemoore would typically be interested in previous experience in performing similar or comparable work, staffing and personnel turnover, financial statement of resources for current and past periods and other relevant information.

Please be aware that the City of Lemoore may use sources of information not supplied by the Proposer concerning the abilities to perform this work. Such sources may include current or past customers of the organization; current or past suppliers; articles from industry newsletters or other publications or from non-published sources made available to the City of Lemoore.

ORAL PRESENTATIONS OF PROPOSAL SUBMISSION

After selection of best qualified proposers, the Evaluation Committee may determine that oral presentations are required before making a final decision. The City will invite the proposers with the highest evaluation scores to make such presentations. Discussions will be on an individual basis and closed to third parties and other Proposers.

During the presentation, the City of Lemoore and the Proposer will review in detail all aspects of the City's requirements and the proposal. During these reviews, the Proposer may offer revisions and the City of Lemoore may accept the revisions in the proposal. Similarly, the City may ask for revisions, and the Proposer may accept.

If it is necessary to conduct interviews, City of Lemoore will choose the number of proposers to be interviewed and schedule them accordingly.

AWARD

The award may be awarded to the most advantageous proposal based on the evaluation criteria. Alternatively, the top scoring proposals may require the candidate to submit final and best offers.

VIII. PROPOSAL SUBMITTAL

Three (3) hard copies of the proposal and an electronic copy (flash drive) shall be presented in an envelope or package. Hard copies should be bound and include the name of the Proposer and the title "**Request for Proposal – Comprehensive Fee Study.**" The envelope of package shall bear the name, address, and telephone number of the individual or entity submitting the proposal and shall be addressed as follows:

Office of the City Clerk
City of Lemoore
711 W Cinnamon Dr.
Lemoore, CA 93245

Proposals can be hand delivered or mailed to the address listed above. Proposals will not be accepted by fax or e-mail.

The proposal shall be delivered to the above address on or before **3:00 P.M.** on **November 19, 2025.**

X. STAFF CONTACT

For inquiries, please contact Josalynn Valdez at jvaldez@lemoore.com.

Issued by:

**CITY OF LEMOORE
Finance Department**

**Josalynn Valdez
Finance Department**

APPENDIX A

SAMPLE CONTRACT

CITY OF LEMOORE CONSULTANT SERVICES AGREEMENT

This Consultant Services Agreement ("Agreement") is entered into between the City of Lemoore, a California municipal corporation ("City") and _____ ("Consultant") with respect to the following recitals, which are a substantive part of this Agreement. This Agreement shall be effective on the date signed by City, which shall occur after execution by Consultant ("Effective Date").

RECITALS

- A. City desires to obtain services for the facilitation of economic development opportunities and for the pursuit of the Comprehensive Fee Study, as further set forth in the proposals from Consultant attached as **Exhibit A** ("Proposal") and incorporated herein by reference ("Services"). If there is a conflict between the terms of the Proposal and this Agreement, this Agreement shall control.
- B. Consultant is engaged in the business of furnishing the Services and hereby warrants and represents that it is qualified, licensed, and professionally capable of performing the Services.
- C. City desires to retain Consultant, and Consultant desires to provide the City with the Services, on the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein, City and Consultant agree as follows:

AGREEMENT

- 1. **Scope of Services.** Consultant shall perform the Services described in the Recitals.
- 2. **Commencement of Services; Term of Agreement.** Consultant shall commence the Services upon City's issuance of a written "Notice to Proceed" and shall continue with the Services until Consultant, as determined by City, has satisfactorily performed and completed the Services, or until such time as the Agreement is terminated by either party pursuant to Section 16 herein, whichever is earlier.
- 3. **Payment for Services.** City shall pay Consultant a sum not to exceed the total set forth in **Exhibit A** for the Services performed pursuant to this Agreement. Consultant shall submit monthly invoices to City containing detailed billing information regarding the Services provided and unless otherwise specified in **Exhibit A**, City shall tender payment to Consultant within thirty (30) days after receipt of invoice.
- 4. **Independent Contractor Status.** Consultant and its subcontractors shall perform the Services as independent contractors and not as officers, employees, agents or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Consultant's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Consultant's employees or subcontractors, any claim or right of action against City.

5. Standard of Care. Consultant expressly represents it is qualified in the field for which Services are being provided under this Agreement and that to the extent Consultant utilizes subcontractors, employees, volunteers or agents, such subcontractors, employees, volunteers or agents are, and will be, qualified in their fields. Consultant also expressly represents that both Consultant and its subcontractors, employees, volunteers or agents, if any, are now, and will be throughout their performance of the Services under this Agreement, properly licensed or otherwise qualified and authorized to perform the Services required and contemplated by this Agreement. Consultant and its subcontractors, if any, shall utilize the standard of care and skill customarily exercised by members of their profession, shall use reasonable diligence and best judgment while performing the Services, and shall comply with all applicable laws and regulations.
6. Identity of Subcontractors and Sub-Consultants. No subcontractors shall be used.
7. Subcontractor Provisions. Not applicable.
8. Power to Act on Behalf of City. Consultant shall not have any right, power, or authority to create any obligation, express or implied, or make representations on behalf of City except as may be expressly authorized in advance in writing from time to time by City and then only to the extent of such authorization.
9. Record Keeping; Reports. Consultant shall keep complete records showing the type of Services performed. Consultant shall be responsible and shall require its subcontractors to keep similar records. City shall be given reasonable access to the records of Consultant and its subcontractors for inspection and audit purposes. Consultant shall provide City with a working draft of all reports and five (5) copies of all final reports prepared by Consultant under this Agreement.
10. Ownership and Inspection of Documents. All data, tests, reports, documents, conclusions, opinions, recommendations and other work product generated by or produced for Consultant or its subcontractors, employees, volunteers or agents in connection with the Services, regardless of the medium, including written proposals and materials recorded on computer discs ("Work Product"), shall be and remain the property of City. City shall have the right to use, copy, modify, and reuse the Work Product as it sees fit. Upon City's request, Consultant shall make available for inspection and copying all such Work Product and all Work Product shall be turned over to City promptly at City's request or upon termination of this Agreement, whichever occurs first. This obligation shall survive termination of this Agreement and shall survive for four (4) years from the date of expiration or termination of this Agreement.
11. Confidentiality. All data, reports, conclusions, opinions, recommendations and other Work Product prepared and performed by and on behalf of Consultant in connection with the Services performed pursuant to this Agreement shall be kept confidential and shall be disclosed only to City, unless otherwise provided by law or expressly authorized by City. Consultant shall not disclose or permit the disclosure of any confidential information acquired during performance of the Services, except to its agents, employees and subcontractors who need such confidential information in order to properly perform their duties relative to this Agreement. Consultant shall also require its subcontractors, employees, volunteers or agents to be bound to these confidentiality provisions.
12. City Name and Logo. Consultant shall not use City's name or insignia, photographs relating to the City projects for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

13. Conflicts of Interest. Consultant warrants that neither Consultant nor any of its employees have an interest, present or contemplated, in the Services. Consultant further warrants that neither Consultant nor any of its employees have real property, business interests or income that will be affected by the Services. Consultant covenants that no person having any such interest, whether an employee or subcontractor, shall perform the Services under this Agreement. During the performance of the Services, Consultant shall not employ or retain the services of any person who is employed by the City or a member of any City Board or Commission.

14. Non-liability of Officers and Employees. No officer or employee of City shall be personally liable to Consultant, or any successors in interest, in the event of a default or breach by City for any amount which may become due Consultant or its successor, or for any breach of any obligation under the terms of this Agreement.

15. City Right to Employ Other Consultants. This Agreement is non-exclusive with Consultant. City reserves the right to employ other consultants in connection with the Services.

16. Termination of Agreement. This Agreement shall terminate upon completion of the Services, or earlier as set forth in **Exhibit A**.

Upon receipt of a termination notice (or completion of this Agreement), Consultant shall: (i) promptly discontinue all Services affected (unless the notice directs otherwise); and (ii) deliver or otherwise make available to the City, without additional compensation, all data, documents, procedures, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process. Following the termination of this Agreement for any reason whatsoever, City shall have the right to utilize such information and other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to written proposals, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared under this Agreement by Consultant. Consultant may not refuse to provide such writings or materials for any reason whatsoever.

17. Insurance. Consultant shall satisfy the insurance requirements set forth in **Exhibit B**.

18. Indemnity and Defense. Consultant hereby agrees to indemnify, defend and hold the City, City Council members, employees, volunteers, agents and city officials harmless from and against all claims, demands, causes of action, actions, damages, losses, expenses, and other liabilities (including without limitation reasonable attorney fees and costs of litigation) of every nature arising out of or in connection with actual acts, errors, omissions or negligence of Consultant or its subcontractors, employees, volunteers or agents relating to the performance of Services described herein.

19. Assignment. Neither this Agreement nor any duties or obligations hereunder shall be assignable by Consultant without the prior written consent of City. In the event of an assignment to which City has consented, the assignee shall agree in writing to personally assume and perform the covenants, obligations, and agreements herein contained. In addition, Consultant shall not assign the payment of any monies due Consultant from City under the terms of this Agreement to any other individual, corporation or entity. City retains the right to pay any and all monies due Consultant directly to Consultant.

20. Form and Service of Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be delivered to, served upon, or given to either party to this Agreement by the other party shall be in writing and shall be deemed properly delivered, served or

given by one of the following methods:

- a. Personally delivered to the party to whom it is directed. Service shall be deemed the date of delivery.
- b. Delivered by e-mail to a known address of the party to whom it is directed, provided the e-mail is accompanied by a written acknowledgment of receipt by the other party. Service shall be deemed the date of written acknowledgement.
- c. Delivery by a reliable overnight delivery service, ex., Federal Express, receipted, addressed to the addressees set forth below the signatories to this Agreement. Service shall be deemed the date of delivery.
- d. Delivery by deposit in the United States mail, first class postage prepaid. Service shall be deemed delivered seventy-two (72) hours after deposit.

21. Entire Agreement. This Agreement, including the attachments, represents the entire Agreement between City and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral, with respect to the subject matter herein. This Agreement may be amended only by written instrument signed by both City and Consultant.

22. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

23. Authority. The signatories to this Agreement warrant and represent that they have the legal right, power, and authority to execute this Agreement and bind their respective entities.

24. Severability. In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.

25. Applicable Law and Interpretation and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party. This Agreement is entered into by City and Consultant in the County of Kings, California. Thus, in the event of litigation, the Parties agree venue shall only lie with the appropriate state or federal court in Kings County.

26. Amendments and Waiver. This Agreement shall not be modified or amended in any way, and no provision shall be waived, except in writing signed by the parties hereto. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

27. Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not a signatory to this Agreement.

28. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures

appended together, shall be deemed a fully executed Agreement.

29. Alternative Dispute Resolution. If a dispute arises out of or relating to this Agreement, or the alleged breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties; otherwise, each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within thirty (30) days, either party may pursue litigation to resolve the dispute.

Demand for mediation shall be in writing and delivered to the other party to this Agreement. A demand for mediation shall be made within reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such a claim, dispute or other matter in question would be barred by California statutes of limitations.

30. Non-Discrimination. Consultant shall not discriminate on the basis of any protected class under federal or State law in the provision of the Services or with respect to any Consultant employees or applicants for employment. Consultant shall ensure that any subcontractors are bound to this provision. A protected class includes, but is not necessarily limited to, race, color, national origin, ancestry, religion, age, sex, sexual orientation, marital status, and disability.

NOW, THEREFORE, the City and Consultant have executed this Agreement on the date(s) set forth below.

CONSULTANT

CITY OF LEMOORE

By: _____

By: _____
Marissa Trejo, City Manager

Date: _____

Date: _____

Party Identification and Contact Information:

City of Lemoore
Attn: City Manager
711 Cinnamon Dr.
Lemoore, CA 93245
(559) 924-6700