



REQUEST FOR PROPOSALS  
FOR  
COLLECTION AGENCY SERVICES

Issue Date: March 27, 2025

Proposal Due Date: April 14, 2025

2 p.m. (PST)

CITY OF PLEASANTON  
FINANCE DEPARTMENT  
123 MAIN STREET  
P.O. BOX 520  
PLEASANTON, CALIFORNIA 94566

**TABLE OF CONTENTS**

I. REQUEST SUMMARY.....3

II. INTRODUCTION.....3

    A. CITY PROFILE.....3

    B. GENERAL RFP SUBMITTAL INFORMATION.....3

    C. RFP QUESTIONS.....4

    D. SCHEDULE.....5

III. SCOPE OF SERVICES.....5

IV. PROPOSAL REQUIREMENTS AND CONTENT.....8

V. SUPPLEMENTAL TERMS AND CONDITIONS.....10

VI. IDEMNIFICATION.....11

VII. DISCRETION AND LIABILITY WAIVER.....11

ATTACHMENT A: PROFESSIONAL SERVICES AGREEMENT.....12

## **I. REQUEST SUMMARY**

The City of Pleasanton (City) is requesting proposals from qualified firms and agencies to provide collection services for the City's delinquent customer accounts. The City desires to enter into an agreement for professional services with a qualified firm or agency who can demonstrate competency and experience in providing collection services. The agreement will be for a period of three years with an option to renew for an additional two years. The City seeks an experienced and effective contractor that minimizes City costs, maximizes the use of available technology, provides excellent client service, and performs thorough and complete collections.

## **II. INTRODUCTION**

### **A. CITY PROFILE**

The City of Pleasanton is a general law city incorporated in 1894 and is governed by a five-member City Council; the Mayor is elected for a two-year term, and Council members are elected at-large to four-year, overlapping terms. With a total operating budget of \$234.4 million, including a General Fund budget of \$147.6 million, the City employs a workforce of about 500 employees.

It is a full-service City and in addition to the offices of City Manager and City Attorney, the other departments consist of Human Resources, IT, Library Services, Community Development, Public Works (including Engineering, Parks Maintenance, Streets, Water, Sewer, Golf and Cemetery Operations), Economic Development, Community Services, Finance, Police and Fire. The Council appoints the City Manager and City Attorney.

The mission of the Finance Department is to ensure the safekeeping, management, investment, and accounting of the City's financial assets. Other important responsibilities include managing the operating and capital budgets; processing payroll, and accounts payable and receivables.

More information about the City of Pleasanton and its services may be found at the City's website at: [www.cityofpleasantonca.gov](http://www.cityofpleasantonca.gov)

### **B. GENERAL RFP SUBMITTAL INFORMATION**

The City's designated staff will evaluate proposals received. During the review process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarification from those that submit proposals, or allow clarifications, corrections of errors, or omissions. Any and all changes in the RFP will be made by written addendum and posted on the City's website.

The City reserves the right to retain all proposals submitted. Submission of a proposal indicates the Proposer's acceptance of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the Proposer selected.

The preparation of the proposal will be at the total expense of the Proposer. There is no expressed or implied obligation for the City to reimburse responding Proposers for any

expense incurred in the preparation of proposals in response to this request. All proposals submitted to the City shall become properties of the City and will not be returned. If any information in your proposal is confidential and/or proprietary, please further submit a separate redacted copy for servicing public records requests.

The Proposer may submit an alternative proposal (or proposals) that it believes will also meet the City's project objectives but in a different way. In this case, the Proposer must provide an analysis of the advantages and disadvantages of each of the alternatives, and discuss under what circumstances the City would prefer one alternative to the other(s). If an alternative proposal is submitted, the maximum length of the proposal may be expanded proportionately by the number of alternatives submitted.

The City reserves the right to reject any or all proposals, in whole or part, to waive any informality in any proposal, and to accept the proposal which, in its discretion, is in the best interest of the City. Any Proposer may withdraw their proposal, without obligation, at any time prior to the scheduled closing time for receipt of proposals. A withdrawal will not be effective unless made personally or by telephonic notification received prior to the closing date. Proposals may later be referred to the City Council for appropriate action.

To be considered, all proposals must be emailed no later than 2 p.m. (PST) on Monday, April 14, 2025 to [enewsome@cityofpleasantonca.gov](mailto:enewsome@cityofpleasantonca.gov)

### **C. RFP QUESTIONS**

Questions with regard to this RFP should be submitted by email to Erika Newsome, Junior Accountant, at [enewsome@cityofpleasantonca.gov](mailto:enewsome@cityofpleasantonca.gov) by 5 p.m. Monday, April 7, 2025. Responses to all questions shall be posted on the City's website by 5 p.m. Friday, April 11, 2025.

### **D. SCHEDULE**

The City reserves the right to make changes to the below schedule, but plans to adhere to the implementation of this RFP process as follows:

RFP Released:	<b>March 27, 2025</b>
Deadline for Emailed Questions:	<b>April 7, 2025</b>
Responses to Questions Posted on Web:	<b>April 11, 2025</b>
Proposals Due:	<b>April 14, 2025, by 2 p.m.</b>
Proposal Evaluations Completed:	<b>April 17, 2025</b>
Notification to Firms/Agencies Selected for Interviews:	<b>April 18, 2025*</b>
Finalist Interviews:	<b>April 23-24, 2025*</b>
Recommendation to City Council with Agreement:	<b>May 20, 2025</b>

\*Decision to conduct interviews is at City's discretion.

## **III. SCOPE OF SERVICES**

- A. The City of Pleasanton intends to obtain the services of a full-service collection Agency (Agency) to provide revenue collection service for unpaid and

delinquent accounts receivable to include, but may not be limited to:

1. Collection on miscellaneous delinquent accounts receivable items where customers have not paid for services or charges from the City (e.g., Third Party Liability Billing, DUI Billing, Business License Delinquent Accounts, False Alarm, Fire Permits, etc.).
  2. Collection on delinquent Administrative Citations where residents or non-residents have not paid for a citation(s) issued due to a code violation within the City limits.
  3. Utility billing (water and sewer) receivables.
- B. Requirements: The exact range and extent of services is subject to negotiation, but at a minimum must include professional services and dedicated personnel to perform the following scope of services:
1. Agency shall provide collection services for debts owed to the City for Delinquent Billing.
  2. Agency shall designate a manager for the City's account who will be the City's primary contact with Agency.
  3. City shall submit delinquent accounts for collection via hard copy, email, electronic file, or in writing. Agency shall provide acknowledgement within ten (10) days of account placement via the same method that the account was submitted.
  4. City shall provide documentation to Agency for each account, including name, any available customer information, last known address, account number, and balance due.
  5. Agency shall make a minimum of two written or telephone contacts for each account (unless the account clears sooner) within forty-five (45) days of receipt of account.
  6. Agency shall discuss their recommended use of skip tracing on delinquent accounts. Agency to provide specific tools used to conduct skip tracing.
  7. Agency should indicate whether the City will have access to the Agency's database in order to determine the progress of the collection efforts.
  8. Agency shall maintain complete and accurate records of each account referred by the City, including all correspondence, documents, account records, transactions, and a detailed log of all collection efforts of actions. These records shall be retained for a minimum of six (6) years after termination of collection actions on each account and shall be made available to the City as requested.

9. Agency shall provide to the City a monthly report on the status of each account including; account number, customer name, the amount received, the charges waived, the balance due and date of last payment, and the actions taken on the account. Agency should immediately advise the City of any account that is paid in full or deemed uncollectible. If an account is deemed uncollectible, information regarding this determination must be provided to the City.
10. Agency shall provide to the City quarterly financial summary reports including totals for receipts, net accounts receivable, total accounts receivable, and collection percentage.
11. Agency shall provide to the City an annual financial summary report as of June 30 (City's fiscal year end) including totals for receipts, net accounts receivable, total accounts receivable, and collection percentage. This report should be submitted to the City no later than July 30th of each year.
12. At any time, all records of the Agency pertaining to the City shall be subject to inspection, review, or audit by City, state, or federal officials, during the contract period and for six (6) years after the termination of the contract.
13. Agency shall guarantee the confidentiality, security, and safety of all files, documents, and information provided by the City, except as to disclosure required by federal and state laws and regulations.
14. Agency will exercise its best ethical, prudent, lawful, and professional efforts to secure collections on all accounts referred by the City. Collections activities shall comply with all federal, state, and local laws, including but not limited to the Federal Fair Debt Collection Practices Act.
15. Agency will process all customer payments in accordance with applicable Payment Card Industry (PCI) security requirements.
16. Agency shall be HIPPA (Health Insurance and Portability and Accountability Act of 1996) compliant and maintain compliance throughout the term of the contract.
17. In accordance with the Fair and Accurate Credit Transaction (FACT) Act, the vendor must have an identity theft prevention program in place.
18. Agency shall report all uncollectible accounts to the major credit bureaus. Reporting must be done in accordance with all federal, state, and local laws, including but not limited to, the Fair Debt Collections Practices Act, the Federal Equal Credit Opportunity Act, and the Consumer Credit Protection Act. Agency shall not report accounts to the credit bureaus until the Agency has worked the account for 45 days. At the request of the City, the Agency shall remove an account notification from all the affected bureaus and provide a copy of that notification to the City.
19. Agency shall not assign or subcontract any portion of this agreement or transfer or assign any claim, pursuant to this contract, without the written consent of the City.

20. Agency shall make contact with delinquent accounts under the name of the Agency and not the City of Pleasanton.
21. Agency shall instruct customers to submit payments to the Agency and not to the City of Pleasanton. The Agency shall be notified of any payments made to the City of Pleasanton for accounts under collection with the Agency.
22. Agency shall collect and deposit payments from customers and on no less than a monthly basis submit a check to the City for all monies collected, less collection fees, along with a report including the account name and number, amount collected, and collection fees.
23. Any compromise settlement of principal or charges shall be agreed upon in writing between the Agency and the City prior to acceptance.
24. Agency may allow for time payment agreements (payment plans) and may enter into time payment agreements with customers for any period less than one year without the consent of the City. Any time payment agreement extending beyond one year from the date of initiation of plan must be agreed upon in writing between the Agency and the City prior to acceptance.
25. No legal actions shall be taken by the Agency without express written consent of the City.
26. Agency shall be solely responsible for any and all costs incurred in and associated with the collection of debts referred to it by the City.
27. Compensation shall be contingent upon actual collections of debts owed to the City. Agency may subtract a reasonable fee from the amount of the debt collected and paid to the City, as a percentage of the debt collected with a specified maximum. Agency must identify the fee, how it is determined, and the fee must be consistent across all debts collected.
28. The City may withdraw any accounts without any charge or penalty.
29. The City reserves the right to terminate the contract at any time by providing thirty days written notice for convenience or cause.
30. In the event of contract termination or the bankruptcy/dissolution of the Agency, all accounts and documentation relating to City accounts shall be returned to the City, regardless of status or payment arrangements made with customers.
31. Agency shall meet with City staff upon execution of contract to discuss all the goals of the relationship, the services to be provided, and other topics relevant to performing collections on behalf of the City. Furthermore, Agency shall meet with City staff on an annual basis (or as-needed if issues arise) to discuss all services and how the Agency and City can work together to further reduce debt owed. The City will provide overall guidance on the conduct of collection services, as it reflects upon the City's policies and reputation. Agency will also

provide updates to the City on changes in federal and state laws related to credit and collections.

#### **IV. PROPOSAL REQUIREMENTS AND CONTENT**

The proposal must contain the following specific information. Any additional information that the Agency wishes to include should be included in an appendix to the proposal. Respondents may include relevant attachments or exhibits. Responses should be presented in a clear and concise format.

- A. Letter of transmittal signed by an individual authorized to bind the proposing entity stating the Agency has read and will comply with all terms and conditions of the RFP.
- B. General information about the Agency, including the size of the organization, location of offices, number of years in business, organizational chart, name of owners and principal parties, number and position titles of staff. Information regarding any collection associations of which the Agency and its staff are members should be included.
- C. Qualifications of staff proposed for the assignment, their position in the Agency, and types and amount of equivalent collection experience. Be sure to include any municipal agencies they have worked with and their level of involvement. A description of how overall supervision will be provided should be included (this can be included as part of an attachment).
- D. A description of the methodology that would be followed in carrying out the Agency's responsibilities. Clearly describe all collection services you propose to provide to the City. As a part of the description, identify the responsibilities of the City and the responsibilities of the Agency. Also describe the coordination required between customer, the City, and the Agency if an account is assigned. Please provide any additional information or suggestions that will aid in the City's selection process.
- E. Provide sample copies of the type of reports the City could expect to receive from the Agency for each major source of revenue (previously listed). Each report should be clearly marked as to the type of information the particular report is trying to convey (this can be included as part of an attachment). A monthly report on the amount assigned, the amount collected, the amount returned, and the overall collection rate is required.
- F. Provide sample letters to be sent to delinquent accounts. Be sure to indicate what collection method each letter pertains to (this can be included as part of an attachment).
- G. A list of the municipal agencies your Agency has worked with during the past three years. Provide the following information for three collection projects which are similar in size and scope to the project requested by this proposal:
  - 1. Name, address, and telephone of the Agency
  - 2. Time period for the project
  - 3. Brief description of the scope of the collection efforts



4. Recommended collection procedures
  5. Person to contact for a reference
- H. A statement as to the ability of the Agency to make collections in all fifty states and the Agency's ability to file reports with all three national credit bureaus.
- I. Clearly describe and outline your fees for the services. Be sure to differentiate the fees between the various collection methods being proposed.
- J. A statement of the dollar amount of an account under which your Agency will not actively pursue regular collection and/or legal action.
- K. Billing and payment expectations including timing and method of payment.
- L. Provide overall information to show the average number of days required by your Agency to complete a collection and forward the monies to your customer. In addition, list historical collection percentages achieved by your Agency for the various sources of revenue listed in the RFP.
- M. A statement of the services your Agency feels differentiates you from other agencies.
- N. Agencies submitting a proposal in response to this RFP must disclose any actual, apparent, direct, indirect, or potential conflicts of interest that may exist with respect to the Agency, management, or employees of the Agency or other persons relative to the services to be provided. If an Agency has no conflicts of interest, include a statement to that effect in the proposal.

**V. SUPPLEMENTAL TERMS AND CONDITIONS**

- A. The Agency receiving the contract for collection services shall procure and maintain, for the duration of the contract, insurance as required in the City's standard professional services agreement (see Attachment A).
- B. The Agency, if selected, must have a valid City of Pleasanton business license for the duration of the contract. Additional information regarding the City's business tax program may be obtained by calling (925) 931-5440 or by visiting <https://www.cityofpleasantonca.gov/our-government/finance-department/business-license/>.
- C. The City of Pleasanton reserves the right to accept or reject any and all proposals and use any ideas in a proposal regardless of whether or not that proposal is selected. Submission of a proposal indicates acceptance by the Agency of the conditions contained in this request for proposals and in the attached standard professional services agreement, unless clearly and specifically noted in the proposal submitted and confirmed in the agreement between the City and the Agency selected.

D. The proposals will be reviewed and finalists may be interviewed by City representatives. The City will consider a variety of factors in recommending the selected Agency to the City Council, including evaluating the proposals for compliance with the requirements of the RFP. The following are several criteria to be used; the relative importance of each is not determined by the order shown:

1. Thoroughness and understanding of the tasks to be completed
2. Agency's expertise and overall experience of personnel assigned to the work
3. Time required accomplishing the requested services
4. Responsiveness to the RFP requirements
5. Public sector experience in a municipal setting, conducting similar services
6. Cost of services

E. During the evaluation process, the City reserves the right to request additional information or clarifications from agencies submitting proposals, or to allow corrections of errors or omissions.

## **VI. IDEMNIFICATION**

Agency agrees to hold harmless and indemnify City, its officers, officials, agents, and employees and volunteers from and against any and all losses, liability, or damages arising out of, in consequence of, or resulting from the negligent acts and/or omissions of Agency, its subcontractor, consultants, agents or employees. Agency assumes no responsibility to indemnify City for the negligent acts or omissions of City, its officers, agents and employees.

## **VII. DISCRETION AND LIABILITY WAIVER**

The City reserves the right to exercise discretion and apply its judgment with respect to all proposals submitted.

The Agency, by submitting a response to this RFP, waives all right to protest or seek any legal remedies whatsoever regarding any aspect of this RFP. The City reserves the right to accept or reject any or all proposals, to waive any irregularity in a proposal, and to make an award as may best serve the interests of the City.

This RFP does not commit the City to award a contract, to defray any costs incurred in the preparation of a proposal pursuant to this RFP or to procure or contract for work.

The City reserves the right to cancel, in part or in its entirety, this RFP including, but not limited to: selection procedures, submittal date, and submittal requirements. If the City cancels or revises the RFP, all interested agencies will be notified via email.

### **Attachment A – City Professional Services Agreement**

It is recognized that the formal basis of any agreement between the City and the service provider is a contract rather than a proposal. In submitting proposals, Proposers must indicate that they are prepared to complete the City's Professional Services Agreement, which is presented on the following pages.

***The selected Proposer will be expected to accept these terms and conditions unless they otherwise take exception in their cover letter.***

## PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_ 202\_, between the CITY OF PLEASANTON, a municipal corporation (“City”), and \_\_\_\_\_, an \_\_\_\_\_, whose address is \_\_\_\_\_, and telephone number is \_\_\_\_\_, (“Consultant”).

### RECITALS

A. Consultant is qualified to and experienced in providing \_\_\_\_\_ for the purposes specified in this Agreement.

B. City finds it necessary and advisable to use the services of the Consultant for the purposes provided in this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions in this Agreement, City and Consultant agree as follows:

1. **Consultant’s Services.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in Exhibit A. Consultant shall provide said services at that time, place and in the manner specified in Exhibit A.

2. **City Assistance, Facilities, Equipment and Clerical Support.** Except as set forth in Exhibit A, Consultant shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. City shall furnish to Consultant only the facilities and equipment listed in Exhibit A according to the terms and conditions set forth in Exhibit A.

3. **Term.** This contract shall commence on the date written above and shall expire on \_\_\_\_\_.

4. **Compensation.** City shall pay Consultant for services rendered pursuant to this Agreement as described more particularly in Exhibit A. The payments shall be made on a monthly basis upon receipt and approval of Consultant’s invoice. Total compensation for services and reimbursement for costs shall not exceed \$\_\_\_\_\_.

a. Invoices submitted to City must contain a brief description of work performed, time used and City reference number. Payment shall be made within thirty (30) days of receipt of Consultant’s invoice and approved by City.

b. Upon completion of work and acceptance by City, Consultant shall have sixty (60) days in which to submit final invoicing for payment. An extension may be granted by City upon receiving a written request thirty (30) days in advance of said time limitation. The City shall have no obligation or liability to pay any invoice for work performed which the Consultant fails or neglects to submit within sixty (60) days, or any extension thereof granted by the City, after the work is accepted by the City.

5. **Sufficiency of Consultant's Work**. All work product and all other documents prepared by Consultant shall be adequate and sufficient to meet the purposes for which they are prepared.

6. **Ownership of Work**. All work product and all other documents completed or partially completed by Consultant in the performance of this Agreement shall become the property of the City. All materials shall be delivered to the City upon completion or termination of the work under this Agreement. If any materials are lost, damaged or destroyed before final delivery to the City, the Consultant shall replace them at its own expense. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Consultant agrees to execute any additional documents that may be necessary to evidence such assignment. Consultant shall keep materials confidential. Materials shall not be used for purposes other than performance of services under this Agreement and shall not be disclosed to anyone not connected with these services, unless the City provides prior written consent.

7. **Changes**. City may request changes in the scope of services to be provided by Consultant. Any changes and related fees shall be mutually agreed upon between the parties and subject to a written amendment to this Agreement.

8. **Consultant's Status**. In performing the obligations set forth in this Agreement, Consultant shall have the status of an independent contractor and Consultant shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Consultant are its agents and employees and are not agents or employees of City.

9. **Termination for Convenience of City**. The City may terminate this Agreement at any time by mailing a notice in writing to Consultant. The Agreement shall then be deemed terminated, and no further work shall be performed by Consultant. If the Agreement is so terminated, the Consultant shall be paid for that percentage of the work actually completed at the time the notice of termination is received.

10. **Non-Assignability**. The Consultant shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without the prior written consent of the City, and then only upon such terms and conditions as City may set forth in writing. Consultant shall be solely responsible for reimbursing subcontractors.

11. **Indemnity and Hold Harmless**. Consultant shall defend, indemnify, and hold harmless, the City and its officers, agents and employees from and against all claims, losses, damage, injury, and liability for damages arising from, or alleged to have arisen from, errors, omissions, negligent or wrongful acts of the Consultant in the performance of its services under this Agreement, regardless of whether the City has reviewed or approved the work or services which has given rise to the claim, loss, damage, injury or liability for damages. This indemnification shall extend for a reasonable period of time after completion of the project as well as during the period of actual performance of services under this Agreement. The City's acceptance of the insurance certificates required under this Agreement does not relieve the Consultant from its obligation under this paragraph.

12. **Insurance**. During the term of this Agreement, Consultant shall maintain in full force and effect, at its own cost and expense, insurance coverages with insurers with an A.M. Best's rating of no less than A:VII. Contractor shall have the obligation to furnish City, as additional insured, the minimum coverages identified below, or such greater or broader coverage for City, if available in the Contractor's policies:

a. General Liability and Bodily Injury Insurance. Commercial general liability insurance with limits of at least \$2,000,000 combined limit for bodily injury and property damage that provides that the City, its officers, employees and agents are named as additional insureds under the policy as evidenced by an additional insured endorsement satisfactory to the City Attorney. The policy shall state in writing either on the Certificate of Insurance or attached rider that this insurance will operate as primary insurance for work performed by Consultant and its subconsultants, and that no other insurance effected by City or other named insured will be called on to cover a loss.

b. Automobile Liability Insurance. Automobile liability insurance with limits not less than \$2,000,000 per person/per occurrence.

c. Workers' Compensation Insurance. Workers' Compensation Insurance for all of Consultant's employees, in strict compliance with State laws, including a waiver of subrogation and Employer's Liability Insurance with limits of at least \$1,000,000.

d. Professional Liability Insurance. Professional liability insurance in the amount of \$2,000,000.

e. Certificate of Insurance. Consultant shall file a certificate of insurance with the City prior to the City's execution of this Agreement, and prior to engaging in any operation or activity set forth in this Agreement. The Certificate of Insurance shall provide in writing that the insurance afforded by this Certificate shall not be suspended, voided, canceled, reduced in coverage or in limits without providing notice to the City in accordance with California Insurance Code section 677.2 which requires the notice of cancellation to: 1) include the effective date of the cancellation; 2) include the reasons for the cancellation; and 3) be given at least 30 days prior to the effective date of the cancellation, except that in the case of cancellation for nonpayment of premiums or for fraud, the notice shall be given no less than 10 days prior to the effective date of the cancellation. Notice shall be sent by certified mail, return receipt requested. In addition, the insured shall provide thirty (30) days prior written notice to the City of any cancellation, suspension, reduction of coverage or in limits, or voiding of the insurance coverage required by this agreement. The City reserves the right to require complete certified copies of policies.

f. Waiver of Subrogation. The insurer agrees to waive all rights of subrogation against the City, its officers, employees and agents.

g. Defense Costs. Coverage shall be provided on a "pay on behalf of" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusions. These provisions do not apply to Professional Liability.

h. Subcontractors. Consultant shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited naming additional insureds.

13. Notices. All notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed as follows:

To Consultant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To City: City Manager  
City of Pleasanton  
P.O. Box 520  
Pleasanton, CA 94566

14. **Conformance to Applicable Laws.** Consultant shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances. Consultant shall not discriminate in the employment of persons or in the provision of services under this Agreement on the basis of any legally protected classification, including race, color, national origin, ancestry, sex or religion of such person.

15. **Licenses, Certifications and Permits.** Prior to the City's execution of this Agreement and prior to the Consultant's engaging in any operation or activity set forth in this Agreement, Consultant shall obtain a City of Pleasanton business license, which must be kept in effect during the term of this Agreement. Consultant covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement.

16. **Records and Audits.** Consultant shall maintain all records regarding this Agreement and the services performed for a period of three years from the date that final payment is made. At any time during normal business hours, the records shall be made available to the City to inspect and audit.

17. **Confidentiality.** Consultant shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City reports, information or conclusions.

18. **Conflicts of Interest.** Consultant covenants that other than this Agreement, Consultant has no financial interest with any official, employee or other representative of the City. Consultant and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner of degree by the performance of Consultant's services under this Agreement. If such an interest arises, Consultant will immediately notify the City.

19. **Waiver.** In the event either City or Consultant at any time waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or of any other covenant, condition or obligation.

20. **Governing Law.** California law shall govern any legal action pursuant to this Agreement with venue in the applicable court or forum for Alameda County.

21. **No Personal Liability.** No official or employee of City shall be personally liable to Consultant in the event of any default or breach by the City or for any amount due Consultant.

22. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

23. **Counterparts and Electronic Signatures.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with U.S. federal E-Sign Act of 2000 (15 U.S. Code §7001 et seq.), California Uniform Electronic Transactions Act (Cal. Civil Code §1633.1 et seq.), or other

applicable law) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

24. **Scope of Agreement.** This writing constitutes the entire Agreement between the parties. Any modification to the Agreement shall be in writing and signed by both parties.

**THIS AGREEMENT** executed the date and year first above written.

**CITY OF PLEASANTON**

**CONSULTANT**

\_\_\_\_\_  
Gerry Beaudin, City Manager

By: \_\_\_\_\_  
Signature

ATTEST:

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Jocelyn Kwong, City Clerk

Its: \_\_\_\_\_  
Title

Approved as to form:

\_\_\_\_\_  
Daniel G. Sodergren, City Attorney

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

Its: \_\_\_\_\_  
Title

*[If Consultant is a corporation, signatures must comply with California Corporations Code §313]*

Rev. 11/23

**EXHIBIT A**

**Scope of Consultant's Services**

**Compensation**