



REQUEST FOR PROPOSALS
FOR
PROFESSIONAL AUDITING SERVICES

Issue Date: February 16, 2024

Proposal Due Date: March 6, 2024

3:00 P.M. (PST)

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

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I. GENERAL DESCRIPTION

The City of Pleasanton is seeking proposals for the preparation of both financial and compliance audit reports covering the City and its related operations from qualified firms of certified public accountants. A complete description of services to be provided is described later in this document. The contract will be for a period of three years with an option to renew for an additional two years. The first reporting period to be audited is July 1, 2023 through June 30, 2024. This Request for Proposal (RFP) consists of a Minimum Content of Responses, Required Scope of Auditor Services, City Background Information and a request for a Not-to-Exceed Price for Proposed Services. Responding firms shall be solely responsible for any expenses incurred in preparing proposals in response to this request.

II. CONTACT PERSON

All questions regarding this RFP should be submitted by email to the RFP Contact identified below:

Dawn DeMarcus, Senior Budget & Finance Analyst

Email: fincontracts@cityofpleasantonca.gov

A response will be provided within two (2) business days, as well as posted on the City's website. The deadline for submission of questions is **Wednesday, February 28, 2024 by 5:00 p.m.**

NOTE: You may access additional information and the prior year Annual Comprehensive Financial Report on the City website at: [Financial Reports - City of Pleasanton \(cityofpleasantonca.gov\)](https://www.cityofpleasantonca.gov/financial-reports)

III. GENERAL INFORMATION FOR RESPONDING TO THE AUDIT RFP

Email proposal due by **Wednesday, March 6, by 3:00 p.m.** to:

fincontracts@cityofpleasantonca.gov Attention: Dawn DeMarcus, Senior Budget & Finance Analyst

- A. The response should address at a minimum the information requested in the subsequent section entitled "Minimum Content of Responses". The format should follow the same sequence as the Minimum Content of Responses section and should be based upon the attached Required Scope of Auditor Services. Respondents may include relevant attachments or exhibits. Responses should be presented in a clear and concise format.
- B. The firm receiving the contract for audit 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). If your firm seeks modifications to the agreement, indicate amendments sought with the proposal.
- C. The firm selected must have a valid City of Pleasanton business license while conducting any work under this contract for each year of the contract term. Additional information regarding the City's business tax program may be obtained by calling (925) 931-5440 or <https://www.cityofpleasantonca.gov/our-government/finance-department/business-license/>

- D. 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 firm 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 firm selected.
- E. City representatives will review the proposals and may interview finalists. The City will consider a variety of factors in recommending the selected firm to the City Council, including evaluating the proposals for compliance with the requirements of the RFP. The following are the evaluation criteria to be used; the relative importance of each is not determined by the order shown, total points available, 100 points:
1. Understanding of the engagement and the City's needs. 20 points
 2. Experience of the firm and the proposed individuals to be assigned to the audit; specifically with experience in performing audits of cities, which are similar in scope. 20 points
 3. Resources available for the timely completion of the audit and scheduling of the work. 15 points
 4. References from similar engagements. 15 points
 5. Cost of services (at a not-to-exceed contract amount per fiscal year). 30 points

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

IV. MINIMUM CONTENT OF RESPONSES

All participating Consultants are requested to provide the following information in their response:

- A. A Title page showing the firm's name; the name, address, email, and telephone number of the contact person.
- B. A signed letter of transmittal briefly stating that the firm submitting the proposal:
- 1.) is properly licensed to practice in California (including all of the assigned professional staff to the engagement);
 - 2.) agrees to perform all of the work outlined in the City's RFP within the time periods established by the City; and

3.) understands that the firm's proposal is a firm and irrevocable offer through at least June 30, 2024.

The letter must contain a certification that the person signing the proposal is entitled to represent the firm, empowered to submit the bid, and authorized to sign a contract with the City.

- C. Provide a copy of the Firm's most recent external quality review; include any findings discovered as part of that review and actions taken to correct those findings. The firm also must disclose information on the circumstances and status of any disciplinary action taken or pending against the firm during the pending or settled litigation within the past three (3) years.
- D. A description of the size of the firm's governmental staff and the firm's experience with cities of a similar nature and scope. Emphasis should be placed on assignments undertaken within the past three years and on engagements undertaken by the personnel proposed to be assigned to this agreement.
- E. Identify all personnel who will be assigned to work on this project and the firm's office in which they are each located. Include brief summaries of their background (including if they hold a current CPA license) and experience in auditing cities, as well as their assigned responsibilities under the proposal.
- F. Provide an affirmative statement that the firm understands that the engagement partners, managers and specialists may be changed **only** with the express prior written permission of the City. Other audit personnel may be changed at the discretion of the firm submitting the proposal, provided that replacements have substantially the same or better qualifications or experience.
- G. The proposal should set forth an audit approach and methodology to be used to perform the services. This may include a discussion of: (1) approach to selection of sample size; (2) use of specialized software; (3) analytical procedures; (4) approach to internal control structure; (5) approach to determining laws / regulations subject to audit test work; (6) identification of any anticipated problems, or special assistance required from City Staff; and (7) the format of the report.
- H. Provide an indication of the time required for the completion of each major phase of the project. Any assumptions regarding turnaround time for City Staff review should be clearly noted. Also provide a schedule as to when the firm will commit to completing work described in this proposal. Please note that auditor is responsible for identifying required review times for the City input and must account for printing and distribution within any timelines identified in the Required Scope of Auditor Services.

The selected audit firm will be expected to schedule interim fieldwork in May or June of 2024 and the final phase of fieldwork during the month of October with all reports delivered by December 1st. In the past, both interim and final fieldwork have taken approximately two to

three weeks each to complete and would include any proposed audit adjustments from fieldwork. Draft copies of all audit reports should be delivered to staff during mid-November, well in advance of the submittal deadlines for GFOA.

I. Provide a listing of all cities for which the firm has performed audits during the last three years.

J. Provide three references for your most representative projects including the following:

- i. Name of Public Agency
- ii. Name and Title of contact person
- iii. Telephone number and email address of contact person
- iv. Size of General Fund Budget for the year most recently audited
- v. Size of Agency Finance Department Staff
- vi. Brief description of the scope of the audit performed

K. Provide fee information on the Not-to-Exceed Price for Proposed Services Schedule for the completion of the projects described in the Required Scope of Auditor Services section. The total maximum bid price is to contain all direct and indirect costs, including all out-of-pocket expenses. Costs and total hours required should be specified for each fiscal year. The City will not be responsible for expenses incurred in preparing and submitting the proposal. Such costs shall not be included in the proposal.

Include an hourly fee quotation for all positions to be assigned. Identify an estimate of any reimbursable or non-direct costs, which would be applicable to the completion of the work. Identify proposed method of adjustment, if any, in the cost of services through subsequent years of the engagement.

V. TENTATIVE SCHEDULE FOR SELECTION PROCESS

Submittal Deadline	March 6, 2024, 3:00 p.m.
Screening of Submittals	March 7 - 8, 2024
Notification of Firms Selected for Interviews	March 11 - 12, 2024
Finalist Interviews	March 14 - 18, 2024
Recommendation to City Council with Agreement	April 16, 2024

This schedule and its components are subject to change.

VI. ACCEPTANCE OR REJECTION AND NEGOTIATION OF PROPOSALS

The City reserves the right to reject any or all proposals, to waive any irregularities in the request for proposal, and to accept or reject any item or combination of items. By requesting proposals, the City is in no way obligated to award a contract or to pay expenses of the proposing firms in connection with the preparation or submission of a proposal. Furthermore, the City reserves the right to reject any and all proposals prior to the execution of the contract, with no penalty to the City of Pleasanton.

VII. REQUIRED SCOPE OF AUDITOR SERVICES

A. General

The City of Pleasanton is requesting proposals from qualified certified public accounting firms to audit its financial statements for a three-year period beginning with the fiscal year ending June 30, 2024, with the option for the City to extend the contract for an additional two years. At the end of each year, the City reserves the right to terminate services for the subsequent year upon 90 days notification.

The City of Pleasanton desires the auditor to express an opinion on the fair presentation of its basic financial statements in conformity with generally accepted accounting principles. The audit shall include an examination of all funds of the City of Pleasanton by certified public accountants duly authorized to practice as such by the State of California. The auditor shall also be responsible for performing certain limited procedures involving required supplementary information required by the Government Accounting Standards Board, as mandated by generally accepted auditing standards.

Auditor shall review and verify all Trial Balances by Fund and all of the accounting detail necessary to perform the audit. An initial draft of the Annual Comprehensive Financial Report (ACFR) will be prepared by the auditor and given to the City for review. Final report preparation and necessary editing shall be the responsibility of the auditor. Reproduction of reports is discussed in Section VII E.

Auditor shall submit for management review a draft of all other audit reports. The Audit Committee (Committee) will review the final reports. Auditor shall incorporate, as part of the basic proposal, meeting time with Staff and the Committee for the purpose of discussing the audits or management letter and its conclusions.

B. Basic Reports to Be Issued

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue the following:

1. Annual Comprehensive Financial Report (ACFR). The City desires the auditor to express an opinion on the fair presentation of its basic financial statements. The auditor is not required to express an opinion on the combining and individual non-major fund financial statements and schedules. However, the auditor is to provide an "in-relation-to" report based on the auditing procedures applied during the audit of the basic financial statements. Certain limited procedures should be applied during the audit of the basic financial statements. Certain limited procedures should be applied to management's discussion and analysis and budgetary comparison information, but an expression of an opinion is not required. The auditor is not required to express an opinion on the introductory and statistical sections.
2. Management and SAS 114 Letters, which includes findings, statements, observations, opinion, comments, or recommendations, related to:
 - i. Systems of internal control based upon the auditors' understanding of the control structure and assessment of control risk.
 - ii. Compliance with applicable laws and regulations.
 - iii. Accounting systems, functions, procedures, and processes, especially with regard to cost effectiveness.

3. Single Audit Report. The City receives federal funds which come under the provision of the Single Audit Act. The auditor is not required to audit the Schedule of Expenditures of Federal Awards; however, the auditor is to provide an “in-relation-to” report on that schedule based on the auditing procedures applied during the audit of the financial statements.
4. Agreed-Upon Procedures Performed Related to the calculation of the Gann Appropriations Limit.
5. Measure B Compliance Audit Report.
6. Measure BB Compliance Audit Report.
7. Measure F Compliance Audit Report.
8. Community Transit Services, Senior Citizen, and Disabled Transportation Program Audit Report.
9. Cities Financial Transactions Report to the State Controller.

C. Additional Reports to Be Requested at City’s Option

Due to the fluctuation in the receipt of special grant funds, the need for some reports will be based upon whether the City meets the audit threshold for the specific program.

1. Transportation Development Act (TDA) Article III Fund Audit Report
2. Housing Authority Audit Report and Electronic Filings Required by H.U.D.

D. Supplemental Reports/Studies

Reports on other audits or agreed-upon procedures may be agreed to in writing and as stated in a supplemental audit agreement. Prior to beginning work, the scope of the study and associated costs shall be approved by the City.

E. Number of Copies of Report to Be Produced

1. ACFR – 1 pdf file
2. Management and SAS 114 Letters – 15 bound reports, 1 pdf file
3. Single Audit – 15 bound reports, 1 pdf file
4. Gann Limit - 15 bound reports, 1 pdf file
5. Measure B, Measure BB, Measure F, Housing Authority, Community Transit Services, and TDA Reports - 15 bound reports, 1 pdf file
6. Cities Financial Transactions Report – 1 pdf file

F. Standards to Be Followed

To meet the requirements of this request for proposal, these audits are to be performed in accordance with all applicable and generally accepted auditing standards including, but not limited to: the standards set forth for financial audits by the Government Accounting Standards Board (GASB), in the General Accounting Office’s (GAO) Government Auditing Standards, and in the U.S. Office of Management (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

G. Special Considerations

1. The City of Pleasanton has received awards from the Government Finance Officers Association (GFOA) for the "Certificate of Achievement for Excellence in Financial Reporting" for the past twenty-six years.

The City of Pleasanton anticipates that it will continue to send its Annual Comprehensive Financial Report (ACFR) to GFOA for review in their Certificate of Achievement for Excellence in Financial Reporting program. The format of reports shall allow the City to meet the requirements of that program. This also requires that the auditor ensure that the audit report and financial statements are completed in time for submission to GFOA. The auditor shall also assist with developing responses to any comments or deficiencies noted by GFOA.

2. The schedule of expenditures of federal awards and related auditor's report, as well as the reports on the internal controls and compliance, are not to be included in the ACFR but are to be issued separately.

H. Working Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the auditor's expense, for a minimum of five (5) years following completion of the audit, unless the firm is notified in writing by the City of Pleasanton of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to the following parties or their designees:

- City of Pleasanton
- Parties designated by the federal or state governments or by the City of Pleasanton as part of an audit quality review process
- Auditors of entities of which the City of Pleasanton is a sub-recipient of grant funds
- State of California, Office of the State Controller

In addition, the firm shall respond to the inquiries of successor auditors and allow successor auditors to review working papers relating to matters of accounting significance.

I. Assistance to Be Provided by the City

1. City Staff will prepare the final closing of the books. The City will provide the auditors with a *Trial Balance by Fund* and the accounting detail necessary to perform the audit.
2. City Staff will generate the necessary confirmation letters prepared by the auditor.
3. City Staff will be available during the audit to assist the auditor by providing information, documentation, and explanations. All requests will first be directed to the Financial Services Manager.
4. City will provide the auditor with reasonable workspace. Auditor will also be provided reasonable access to a telephone line and photocopier.

VIII. CITY BACKGROUND INFORMATION

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 \$147.7 million, the City employs a workforce of 434 full-time 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, Information Technology, Library and Recreation, Community Development, Public Works (including Engineering Services, Parks Maintenance, Streets, Water, Sewer, Golf and Cemetery Operations), Economic Development and Community Engagement, 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, and accounting of the City's financial assets. Other important responsibilities include administering assessment districts, geological hazard abatement districts, as well as lighting and landscaping districts, processing payroll, and accounts payable and receivable.

The City contributes to the California Public Employees' Retirement System (PERS), a multiple-employer public employee retirement system that acts as a common investment and administrative agent for participating public entities within the State of California.

IX. NOT-TO-EXCEED PRICE FOR PROPOSED SERVICES SCHEDULE

In accordance with the Request for Proposals for Professional Auditing Services issued by City of Pleasanton, the firm referenced below hereby submits the following cost proposal:

	Year Ending June 30th				
	2024	2025	2026	2027	2028
Basic Reports to be Issued:					
City Audit, including ACFR					
Single Audit Report					
Gann Limit Report					
Measure B Audit Report					
Measure BB Audit Report					
Measure F Audit Report					
Community Transit Services Report					
Cities Financial Transactions Report					
Total Not to Exceed Fees					
Additional Reports to be Issued at City Options:					
TDA Audit Report					
Housing Authority Report & Electronic Filings					

In addition, please include below an hourly fee quotation and hours proposed for all positions to be assigned to the audit:

	Hours	Hourly Rate
Partners		
Managers		
Supervisory Staff		
Professional Staff		
Clerical/Support Staff		
Other		

I hereby certify that the undersigned is authorized to represent the firm stated above, and empowered to submit this bid, and if selected authorized to sign a contract with the City, for the services identified in the Request for Proposals.

Firm Name: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

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 AGREEMENT is entered into this _____ day of _____ 202_, between the CITY OF PLEASANTON, a municipal corporation ("City"), and _____ whose address is _____, and telephone number is _____, ("Consultant").

RECITALS

- A. Consultant is qualified and experienced in providing auditing services for the purposes specified in this Agreement.
- B. City finds it necessary and advisable to use the services of 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.** Consultant shall diligently perform the services and furnish the reports described the Request for Proposals for Professional Auditing Services (Issue Date: February 16, 2024) attached as Exhibit "A", Scope of Work, incorporated to the extent consistent with this Agreement.
- 2. **City Assistance.** In order to assist Consultant in this work, City shall provide, if necessary, the Assistance to Be Provided by the City as described in Exhibit A.
- 3. **Staff.** Consultant shall assign _____ to serve as _____, who may not be replaced without written consent of City.
- 4. **Term.** Time is of the essence. Consultant shall begin work _____. The work as described in Exhibit "A", Scope of Work, shall be completed by _____.
- 5. **Compensation.** For the services to be rendered, City shall pay Consultant _____, as described more particularly in Exhibit "B," which is attached and incorporated to the extent consistent with this Agreement. Payment 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 _____ unless the parties agree pursuant to section 8.
 - a. Invoices submitted to City must contain a brief description of work performed, percentage of work completed, percentage of contract time used, percentage of contract amount expended and City reference number _____. Payment shall be made within thirty (30) days of receipt of Consultant's invoice.
 - 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.

6. **Sufficiency of Consultant's Work.** By executing this Agreement, Consultant warrants that all services will be performed in a competent, professional and satisfactory manner. Should Consultant discover any latent or unknown conditions, it shall immediately inform City and proceed only at its own risk until instructed by City.

7. **Ownership of Work.** All reports, work data, and all other documents completed or partially completed by Consultant in the performance of this Agreement ("materials") shall become the property of 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. Consultant shall keep materials confidential and 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.

8. **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.

9. **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.

10. **Termination of 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.

11. **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.

12. **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.

13. **Insurance.** During the term of this Agreement, Consultant shall maintain in full force and effect at its own cost and expense the following insurance coverage with insurance companies with an A.M. Best's rating of no less than A:VII.

a. General Liability and Bodily Injury Insurance. Commercial general liability insurance with limits of at least \$1,000,000 combined limit for bodily injury and property damage that provides that the City, its officers, employees and agents are named additional insureds under the policy. 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 \$1,000,000 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. 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 thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. In addition, the insured shall provide thirty (30) days prior written notice to the City of any suspension, cancellation, 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.

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

f. 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.

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

14. 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

15. 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.

16. **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.

17. **Records and Audits.** Consultant shall maintain all records regarding this Agreement and the services performed for a period of five (5) 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.

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

19. **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 or degree by the performance of Consultant's services under this Agreement. If such an interest occurs, Consultant will immediately notify the City.

20. **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.

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

22. **Attorney's Fees.** The prevailing party in any action brought to enforce or construe the terms of this Agreement may recover from the other party its reasonable costs and attorney's fees expended in connection with such an action.

23. **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.

24. **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.

25. **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

By: _____
Gerry Beaudin, City Manager

By _____
Its _____

ATTEST:

Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:

Dan Sodergren City Attorney

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