



**REQUEST FOR PROPOSALS (RFP) FOR  
COMPREHENSIVE FEE STUDY AND COST ALLOCATION PLAN**

**CITY OF WALNUT CREEK  
ADMINISTRATIVE SERVICES DEPARTMENT  
1666 NORTH MAIN STREET  
WALNUT CREEK, CA 94596  
(925) 943-5810**

**RFP RELEASE DATE: July 18, 2025**

**SUBMITTALS DUE: August 15, 2025 at 5:00pm**

**The City of Walnut Creek is requesting proposals from qualified consultants to conduct a study of the City's existing fees for services, and to provide recommendations for implementing new fees that are not currently being charged.**

**This document outlines the scope of work for consulting services. Electronic proposals will be accepted until August 15, 2025 at 5:00 p.m. Proposals shall be submitted by email to:**

**Kirsten LaCasse, Administrative Services Director at [AdminSvcs@walnutcreekca.gov](mailto:AdminSvcs@walnutcreekca.gov)**

## **CITY BACKGROUND**

Located in Contra Costa County, the City of Walnut Creek was incorporated in 1914 and is a regional destination in the eastern portion of the San Francisco Bay Area. This unique city offers suburban convenience with a walkable downtown full of shopping, dining, and cultural activities. The City has top-performing schools and ranks as one of the California cities offering the most open space per capita. The City area is 19.9 square miles and is home to just under 70,000 residents. A large number of guests come to the City for work, recreation, and to enjoy the downtown restaurants, shops, and other amenities.

The City of Walnut Creek is located at the intersection of Highway 680 and Highway 24, approximately 25 miles east of San Francisco and a short distance from Oakland International Airport. The City has a range of housing types available to meet the needs of residents and workers employed by various businesses and agencies throughout the region. Walnut Creek's large retail base serves local residents as well as those in surrounding communities. The City continues to show strength as a major employer, a successful retail and entertainment center, and a safe community with attractive residential neighborhoods.

The City's Adopted Budget, Annual Comprehensive Financial Reports, and Master Fee Schedule are available on the City's website:

<https://www.walnutcreekca.gov/government/departments/finance>

The City provides an array of services that include public safety/police services, arts and recreation, general government, finance, technology, human resources, public works, and community development. Responsibilities in each service area include:

- **Administrative Services** – includes Finance, Budget, Procurement, Treasury, Business License, Accounting, and Information Technology;
- **Arts and Recreation** – includes Aquatics, Recreation Classes, Senior Services, City Facility Rentals, Sports and Camps, the Leshner Center for the Arts, Bedford Gallery, Center Repertory Company, Arts Education, the Public Art Program, and Boundary Oak Golf Course;
- **Community Development** – includes Building, Code Enforcement, Planning, Housing, and

Transportation Planning;

- **General Government** – includes City Council, City Treasurer, City Manager’s Office, Public Information and Communication, Economic Development, Emergency Management, City Clerk’s Office, City Attorney’s Office, Risk Management, Sustainability, and Parking Management;
- **Human Resources** – includes Human Resource functions such as Hiring, Establishing Policies and Procedures, Handling Compensation Issues, and Managing Employee Relations;
- **Public Safety** – includes all Police functions, comprised of Training, Communications, Patrol, Investigations, Community Policing, and Parking and Traffic Enforcement;
- **Public Works** – includes Engineering, Maintenance of Buildings, Parks, Streets, and Vehicles, Transportation Operations, Open Space Management, Traffic Engineering, Capital Investment Program, and the Clean Water Program.

## **PROJECT BACKGROUND AND DESCRIPTION**

The City’s fee schedule has been developed over time and is comprised of various fees across seven departments. The City Council reviews and adopts fees on a biennial basis in conjunction with budget adoption. New fees go into effect July 1<sup>st</sup> of each year.

The practice is for fee changes to be recommended by staff, and evaluated through a variety of lenses, including operating cost, fee structure updates, changes in services, price comparisons of similar facilities operated by comparable agencies in the region, and Council policy considerations. Research to ensure comparable and competitive fee ranges are vetted and reviewed by staff.

Fees fall into several categories including, but not limited to the following:

- user fees
- rental fees
- program fees
- ticket fees (Leshar Center for the Arts)
- permit fees
- plan review fees
- administrative fees.

The City’s current annual fee schedule format is manual, time consuming, and cumbersome to update and it does not lend itself to easy analysis.

The City has not recently engaged in a Comprehensive Fee Study.

## **SCOPE OF SERVICES AND DELIVERABLES**

The Consultant will work with staff to refine the project scope, purpose, uses and goals of the Comprehensive Fee Study and Cost Recovery Plan to ensure that the study will be both accurate and appropriate to the City's needs.

The fee study will be comprised of two parts: 1) Comprehensive Fee Study and 2) Cost Allocation Plan. The consultant's role includes documenting existing fee collection rates and practices, market analysis of fees charged for similar services in other public agencies, example of fee structures or policies from other agencies, cost allocation plan and developing draft recommendations and action items for the City.

The purpose of this study is to perform a comprehensive review of existing City fees and conduct an analysis of the costs to provide these services to determine an appropriate level of cost recovery. Through a Cost Allocation Plan, the City seeks to better understand the true costs of the services it offers.

The scope of services and deliverables must include, at a minimum, the following:

### **I. Comprehensive Review of Fees and Cost Allocation Plan**

- a) The consultant will research and conduct interviews with staff as needed to gain an understanding of the City's current processes and operations.
- b) The consultant will identify the total costs of services for which fees are currently charged. Costs should be identified so that they can be allocated to and tracked by the appropriate department/division.
- c) For each fee, the consultant will include an analysis of current cost recovery levels.
- d) The consultant will indicate those fees for which full costs are not being recovered (or where fee waivers are being provided) and a comparison of those waivers to industry standards and those employed by comparable agencies.
- e) The consultant will conduct a comparative survey of other relevant agencies, focusing on fees and their methods used to set fees.
- f) Based on this analysis, the consultant shall recommend appropriate fees and appropriate subsidies for when cost recovery is unrealistic, impractical, or conflicting with service delivery.
- g) The consultant shall prepare a report that summarizes this information: the actual cost for each fee and recommended targeted cost recovery.
  - i. The report shall identify direct cost, indirect cost, and overhead cost for services.
  - ii. The report shall identify the present fees, recommended fees, percentage

change, and revenue impact and fee comparison with other comparable agencies.

iii. The report shall make recommendations as to fees charged for future aquatics, and facility rentals provided at the new facility at Heather Farm Park due to open in 2027.

- h) The consultant shall develop a proposed FY2026-27 Master Fee Schedule.
- i) The consultant shall work with staff and present findings at appropriate public meetings (e.g. Finance Committee, Council Meeting).

## 2. Final Report

The consultant will provide the City with:

- a) A plan/report and presentation that will be presented to the City's Executive Team and Council.
- b) A user-friendly spreadsheet or model for the City to use in future years, to allow for adjustments to fees based on changing needs. The format should:
  - be easily used and maintained by staff;
  - allow for analysis and tracking of fee changes into the future;
  - allow for easy publication to the public;
  - allow for updates to the fee schedule from year to year and as the organization changes;
  - allow for the addition of hypothetical service areas, future service amendments;
  - the ability to calculate the estimated costs of providing new services.
- c) A report on including possible changes to fee structure and develop a fee policy and/or recommendations of approach including setting policy-based cost recovery levels.
- d) A report on other matters that come to the consultant's attention during the evaluation.

All review and analysis of fees and costs should be framed with an understanding that the City is committed to ensuring equitable and inclusive access to services. Consultant proposals are encouraged to propose additional deliverables and/or study questions to fully address the equity element of this study.

If the consultant feels that additional tasks are warranted, they must be clearly identified in the

consultant's proposal along with itemized costs.

## **PROPOSAL SUBMITTAL REQUIREMENTS**

Responses to the RFP should be submitted according to the instructions outlined herein. Proposal content and completeness are most important. Although no page limitation will be imposed, clarity and conciseness are essential. Each proposal should include, at a minimum, the items which are detailed in the next two sections.

## **CITY RESPONSIBILITIES**

In their proposal, the Consultant shall define information, services and expertise needs from the City for the implementation of this project. Proposals may wish to include recommendations on which tasks and/or roles would best be performed by City staff, and those where consultant support would be most effective.

## **OTHER REQUIREMENTS**

1. **Executive Summary**: An overview of the proposal, a summary of the consultant's scope of services and approach. This item can include a description of the consultant's background, location, experience providing similar services for public agencies, as well as a list of assigned staff and their professional summaries assigned to the project, including the lead consultant.
2. **Cost summary**: Provide a fixed, not to exceed price with an itemized cost proposal based on the tasks outlined in the above scope of services included with the proposal. Work items to be performed by subcontract shall be noted and any proposed mark-up of sub-consultant costs shall be identified. A schedule of hourly labor rates and material rates shall also be provided. Any known or anticipated adjustments to billing rates shall be disclosed to the City in the proposal.
3. **Schedule**: A project schedule shall be included in consultant's proposal. Consultant shall work with the understanding that the analysis and recommendations are intended to be incorporated into the FY2026-27 Master Fee Schedule. The purpose of the schedule is to describe the anticipated duration of the tasks and milestones identified in the proposed scope of work, along with necessary meeting dates with key City staff, and allowing for policy-based discussions/direction on rate setting at the Finance Committee and City Council meetings.
4. **References**: Proposals shall include a brief summary of at least three recent reference projects that best demonstrate consultant team's relevant experience. Project summary shall provide sufficient information for City to evaluate the specific contributions individual project team members had in completing deliverable items associated with a referenced project. A sample of a deliverable item shall be provided to the City upon request. Please keep the length of project summaries to one page.

5. Work product format: Draft and final deliverable work products shall be provided to the City in electronic files containing all text, exhibits, data, calculations and referenced documents supporting conclusions.
6. Other format requirements: All text, exhibits and supporting data shall be submitted in a form that is editable by the City. Microsoft Word format shall be included with all text submittals. Proposal shall include consultant’s proposed graphic and other software to be used to complete the project.
7. Ownership of work: All work products prepared by consultant shall become the property of City. There shall be no restrictions on City’s use, distribution or modification of work products.
8. Acceptance of terms and conditions: The proposal shall include a statement of Consultant’s willingness to accept the terms and conditions of the City’s standard Consultant Services Agreement, a copy of which is attached as Attachment A. Prospective consultants shall review the Consultant Services Agreement, note any items to which it takes exception provide alternate proposed wording and show levels of insurance coverage in each category and return the marked-up copy with the proposal.
9. Conflict of Interest: Throughout the term of any agreement resulting from the RFP, Consultant will not accept any employment or engage in any work which creates a conflict of interest with the City of Walnut Creek or in any way compromises the work to be performed under this RFP or any agreement resulting from this RFP.

**COMMUNICATIONS**

The last day to submit questions is seven days before proposals are due. Questions regarding this RFP shall be submitted in writing to the Administrative Services Director at [AdminSvc@walnutcreekca.gov](mailto:AdminSvc@walnutcreekca.gov) We request that consultants notify the City (via email) of their interest in submitting a proposal for this project. The City’s responses to substantive questions will be shared with all consultants that notify the City.

**PROPOSAL SUBMITTAL PROCESS**

Please submit a digital PDF via e-mail to Kirsten LaCasse, Administrative Services Director at [AdminSvc@walnutcreekca.gov](mailto:AdminSvc@walnutcreekca.gov). Proposals must be received by the City by no later than 5:00p.m. on August 15, 2025. Late proposals will not be considered.

Tentative Project Schedule

July 18, 2025	RFP Issued
August 8, 2025	Questions due to <a href="mailto:AdminSvc@walnutcreekca.gov">AdminSvc@walnutcreekca.gov</a>
August 11, 2025	Responses to Questions
August 15, 2025	Proposals due by 5:00 p.m.
Week of September 8, 2025	Interviews, if conducted

Week of September 15, 2025	Selected firm(s) notified
October 2025 (date TBD)	Award of Consulting Services Agreement (City Manager or City Council)
October/November 2025	Contract executed/work begins
Dates TBD	Initial discussions/direction at Finance Committee and City Council
	Provide final report/recommendation to Finance Committee for recommendation to Council
No later than April 2026	Report and master fee schedule complete and presented to Council for Adoption – Fees Updated in FY2026-27

**REJECTION RIGHTS**

The selection of a consultant for this project and any agreements for services resulting from this Request for Proposals is dependent upon the approval of the City of Walnut Creek Council, or City Manager. The City reserves the right to reject any or all proposals or to re-solicit this Request for Proposals.

**COST OF RESPONSE PREPARATION**

The City will make no reimbursement for any cost incurred by a prospective consultant for the preparation of a response to this Request for Proposals.

**CONSULTANT SELECTION PROCESS**

All proposals submitted by the required deadline will be reviewed for adequacy, completeness, content, project approach, qualifications and other criteria developed during the review process. Consultants who have submitted proposals which pass the initial review may be invited for interviews approximately three weeks after submittal.

The City expects to evaluate the proposals based on evaluation criteria including the following, which are not necessarily listed in order of importance:

- Quality of proposal and responses to specific questions included in this RFP.
- Experience on similar fiscal analyses and reports for local government agencies in California.
- Relevant qualifications of key personnel assigned to this project.
- Accessibility of key personnel to the City’s staff during the project.
- Understanding of the City’s objectives.
- Reasonableness of fees and cost proposal.
- Project management capability (i.e., ability to produce high quality analysis and work product within the City’s desired timeline).

### **CONTRACTUAL ISSUES**

A sample of the City Consultant Services Agreement is provided in Exhibit A for the review of all proposing consultants. The successful consultant will be required to execute a Consultant Services Agreement with the City and meet the insurance requirements and the requirement for a Walnut Creek Business License therein. Please carefully review all sections and pay special attention to the indemnity portions of the contract. The City does not ordinarily allow modifications to the standard agreement when contracting for services from outside firms.

### **EXHIBITS**

A. Sample City Consultant Services Agreement.

**City of Walnut Creek  
CONSULTANT SERVICES AGREEMENT**

THIS CONSULTANT SERVICES AGREEMENT (“Agreement”) is entered into on \_\_\_\_\_, 2024, between the City of Walnut Creek, a California municipal corporation (“City”), and \_\_\_\_\_ (“Consultant”).

**RECITALS**

- A. The City wishes to contract for professional consulting services.
- B. Consultant has the skill, experience, ability, background, certification and knowledge to provide the services. The City has reviewed and accepted Consultant’s qualifications.
- C. Consultant wishes to perform such professional services under agreement with the City.

NOW, THEREFORE, in consideration of the terms in this Agreement, the City and Consultant agree as follows:

**AGREEMENT**

1. **Services.** Consultant shall provide the professional services described in Exhibit A. The time of performance of the services under this Agreement is important to the City, and the time deadlines identified in Exhibit A shall be strictly construed.
2. **Compensation and Payment.**
  - a. **Compensation.** As full consideration for the performance of services under this Agreement, City agrees to pay Consultant, and Consultant agrees to accept from City, an amount not to exceed \$ \_\_\_\_\_, including an accounting of time and materials expended for the entire project. Time and materials shall be billed at the rates set forth in Exhibit B.
  - b. **Payment.** Consultant shall bill City monthly for work completed, and City agrees to pay the invoice within 30 days of receipt.
  - c. **Additional Services.** Any additional services required beyond those set forth in this Agreement shall be performed only if mutually agreed to in writing by the parties.
3. **Term; Termination.**
  - a. **Term.** This Agreement shall begin upon execution by both parties and remain in effect until terminated under subsection (b).
  - b. **Termination.** City may terminate this Agreement without cause at any time and for any reason upon 10 days written notice to the Consultant. Upon receipt of any notice of termination, and if requested to do so by the City, Consultant shall stop work at the stage directed by City and shall deliver all drawings, specifications and documentation developed as of that stage. Consultant shall accept as full payment for services rendered to the date of termination a pro rata share of the total Agreement payment based on the portion of work actually performed.

4. **Professional Efforts.** Consultant shall perform all services required in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices his profession.

5. **Responsible Personnel.** Consultant represents that it is fully qualified to perform the services under this Agreement. Consultant represents and warrants to the City that Consultant has, and at all times during the performance of this Agreement shall, maintain all licenses, permits, qualifications, and approvals that are required for Consultant to practice Consultant's profession. Consultant shall assign only competent personnel to perform services under this Agreement. If the City, in its sole discretion, at any time, wishes the removal of any person(s) assigned by Consultant to perform services, Consultant shall remove any such person immediately upon receiving notice from the City.

*[For projects involving Federal funding only; delete for all others.]* Contractor is not debarred or suspended under Federal law and shall not use funds provided under this Agreement directly or indirectly to employ or engage the services of any subcontractor during any period of disbarment, suspension or placement in ineligible status under Title 2 Code of Federal Regulations Part 180. Further, Contractor has signed the Debarment and Suspension Certification attached as Exhibit C.

6. **Facilities and Equipment.** Consultant shall, at its sole cost, expense, and liability; furnish all facilities and equipment that may be required for providing services under this Agreement.

7. **Independent Contractor.** Consultant, its agents, employees and independent contractors are and shall at all times remain as to the City wholly independent contractors. Neither the City nor any of its officers or employees shall have any control over the manner by which the Consultant performs this Agreement and shall only dictate the results of the performance. Consultant shall not represent that Consultant or its agents, employees or independent contractors are agents or employees of the City. Consultant is responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Consultant shall obtain no rights to retirement benefits or other benefits that accrue to City's employees, and Consultant hereby waives any claim it may have to those rights. Except as the City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of the City or to bind the City to any obligation.

8. **Interest of Consultant.** Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the geographical areas likely to be covered by this Agreement, or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's services under this Agreement. Consultant further covenants and represents that, in the performance of its duties; no person having any such interest shall perform any services under this Agreement.

If Consultant is determined to be a "Consultant" or a "designated employee" within the meaning of the Political Reform Act, Consultant will comply with the requirements of that Act by submitting a Statement of Economic Interest Form 700. (2 Cal. Code of Regs. §18701(a)(2).)

9. **Accounting Records.** The Consultant agrees to maintain all records and other evidence pertaining to costs incurred and work performed, and shall make them available at the Consultant's office during the Agreement period and thereafter for a period of three years from the date of receipt of final payment.

10. **Ownership of Documents and Data.** All data, maps, photographs, and other material collected or prepared under this Agreement, and all documents of any type developed or obtained by Consultant in the performance of this Agreement, shall become the property of the City.

11. **Indemnification.** Consultant shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against any claims arising out of Consultant's performance or failure to comply with obligations under this Agreement, except to the extent caused by the active negligence or willful misconduct of the City.

In this section, "City" means the City, its officials, officers, agents, employees and volunteers; "Consultant" means the Consultant, its employees, agents and subcontractors; "Claims" includes claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses in connection therein) and any allegations of these; and "Arising out of" includes "pertaining to" and "relating to".

(The duty of a "design professional" to indemnify and defend the City is limited to claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, under Civ. Code § 2782.8. Except as otherwise authorized by Civ. Code § 2782.8, the cost to defend charged to any "design professional" shall not exceed the design professional's proportionate percentage fault.)

The provisions of this section survive completion of the services or the termination of this contract, and are not limited by the provisions of Section 12 relating to insurance.

12. **Insurance.** Consultant shall procure and maintain at its sole cost for the duration of this Agreement the following insurance:

- a. Minimum Scope of Insurance. Coverage shall be at least as broad as:
  - (1) Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001).
  - (2) Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 (any auto).
  - (3) Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.
  - (4) Errors and omissions/Professional liability insurance for all design professionals such as architects, landscape architects or engineers.
- b. Minimum Limits of Insurance. Consultant shall maintain policy limits of no less than:
  - (1) General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be double the combined single limit, with completed operations coverage.
  - (2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
  - (3) Worker's Compensation and Employers Liability: Worker's Compensation limits as required by the Labor Code and Employers Liability limits of \$1,000,000 per accident.

(4) Errors and Omissions/Professional Liability: \$1,000,000 per claim and annual aggregate. If Consultant maintains higher limits than the minimum required by this contract, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

c. Deductibles and Self-Insured Retention. Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

d. Other Insurance Provisions. The policies shall contain, or be endorsed to contain, the following provisions:

(1) General Liability and Automobile Liability Coverage.

(a) The City, its officers, officials, employees, agents and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents or volunteers.

(b) Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of Consultant's insurance and shall not contribute with it.

(c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.

(d) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) Worker's Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by Consultant for the City.

(3) Errors and Omissions/Professional Liability Coverage. Consultant's insurance shall include minimum Extended Reporting Period Coverage of three years.

e. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A: VII.

f. Verification of Coverage. Consultant shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. The City

reserves the right to require complete certified copies of all required insurance policies, at any time.

13. **Miscellaneous Provisions.**

a. Notice. Any notice to be given under this Agreement shall be given by enclosing it in a sealed envelope, first-class postage prepaid, and depositing it in the United States mail, addressed to the party at the following address. Notice shall be deemed received three business days after mailing, or upon personal delivery.

CITY: City of Walnut Creek  
Attn: <<Name of City Staff Contact Person>>  
1666 North Main Street  
Walnut Creek, California 94596

CONSULTANT: <<NAME OF BUSINESS>>  
Attn: <<CONSULTANT CONTACT PERSON>>  
<<ADDRESS>>  
<<CITY, STATE ZIP>>

b. Assignment. This Agreement contemplates the personal services of Consultant and its employees and it is understood by both parties that a substantial inducement to City for entering into this Agreement was, and is, the professional reputation and competence of Consultant. Consultant shall not assign, subcontract or otherwise transfer any rights or obligations under this Agreement without the prior written consent of the City.

c. Business license. Consultant shall obtain a City business license before beginning work under this Agreement.

d. Prohibited Interests. No officer or employee of the City shall have any direct financial interest in this Agreement. This Agreement is voidable at the City's option if this provision is violated.

e. Governing Law; Venue. California law shall govern this Agreement. Any action to enforce or interpret this Agreement shall be brought in a court of competent jurisdiction in the County of Contra Costa, California.

f. Incorporation. The Preamble, the Recitals, Exhibits and all defined terms set forth in both are incorporated into this Agreement by this reference. If there is a conflict between the body of this Agreement and an exhibit prepared by Consultant, the body of the Agreement shall control.

g. Severability. Should any part of this Agreement be declared unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect; provided that, the remainder of this Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.

h. Authority. All parties executing this Agreement represent and warrant that they are authorized to do so.

- i. Entire Agreement; Amendments. This Agreement is the entire Agreement between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral. This Agreement may be amended only by written agreement signed by both parties.
- j. Non-waiver. A party's waiver of any term shall not be deemed a continuing waiver or a waiver of any other term.
- k. Counterparts. This Agreement may be executed in counterparts.

14. **Signatures.**

CITY OF WALNUT CREEK	CONSULTANT
By: _____ City Manager	By: _____
Approved as to Form:	Its: _____  City business license # _____
By: _____ City Attorney	

Exhibits:

- A Scope of Services (Agreement Section 1.)
- B Rates for time and materials (Agreement Section 2.a.)
- C Debarment and Suspension Certification (Agreement Section 5.) *[Note to Staff: For projects involving Federal funding only; delete for all others. There are often many other federal requirements which need to be incorporated. Contact City Attorney's office with your federal funding information, so it can be integrated into the Agreement.]*

**Exhibit A**  
**Scope of Services**

*[to be completed by staff]*

Sample

**Exhibit B**  
**Rates for Time and Materials**

*[to be completed by staff]*

Sample

**Exhibit C**  
**City of Walnut Creek**  
**Debarment and Suspension Certification**  
(For projects involving federal funding)

Title 2, Code of Federal Regulations, Part 180, Section 180.335

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated with the Bidder (in the capacity of owner, partner, director, officer, manager):

- (a) Is not currently excluded or disqualified by any Federal agency;
- (b) Has not been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. 180.800(a) (Causes for Debarment), or had a civil judgment rendered against him/her for one of those offenses;
- (c) Is not currently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses listed in 2 C.F.R. 180.800(a); or
- (d) Has not had any public transactions (Federal, State or local) terminated within the preceding three years for cause or default.

If there are any exceptions to this certification, insert the exception in the following space. For each exception, indicate to whom it applies, the initiating agency, and dates of action.

Exceptions will not necessarily result in denial of your participation. (2 C.F.R.180.340.)

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Initials of City staff member checking EPLS (<http://epls.gov>): \_\_\_\_\_  
(2 C.F.R. 180.300.)