



**Request for Proposals (RFP)  
for  
Business License Tax Consulting and Auditing Services**

**Issue Date: Tuesday, December 1, 2020  
Proposal Due Date: Wednesday, December 30, 2020 at 12:00 PM (PST)**

**City of South San Francisco  
City Hall, Finance Department  
400 Grand Avenue  
South San Francisco, CA 94083**



## I. Introduction

The City of South San Francisco (the “City”) is seeking proposals from qualified firms for business license tax consulting and auditing services. The City has not thoroughly updated its business license tax rates in decades, aside from the annual San Francisco Area Consumer Price Index adjustments. Respondents will conduct a comprehensive study on the City’s current business license tax structure, provide recommendations to the business license tax formula, conduct community and business outreach with the Chamber of Commerce, update the business license tax formula in the next election cycle and incorporate changes to the City’s municipal code accordingly.

All proposals must be submitted via email and hard copies to the Finance Department at 400 Grand Avenue, South San Francisco, CA 94083 by 12:00 P.M. PST on Wednesday, December 30, 2020. All proposals must be in the format specified, enclosed in a sealed envelope and clearly identified with proposal title, name of proposer, and date of proposal closure. Responding firms shall be solely responsible for any expenses incurred in preparing proposals in response to this request.

The City may select a consulting firm based on proposal alone or may narrow the field to the top firms based on strength of proposal, and then conduct interviews to finalize a selection. The City will then initiate contract negotiations with the selected firm. Pending successful negotiations, the City will have the consultant execute the City’s Standard Professional Services Agreement (**Exhibit A**).

It is the intent of the City to award the contract for an initial three-year period with the option to renew for successive one-year periods at the sole discretion of the City. The City desires fixed pricing for the three-year contract period. Prices in subsequent years shall be negotiated based on satisfactory customer service. Proposals will be considered only from parties that are free of all obligation and interests that may conflict with the best interest of the City of South San Francisco and have the capacity to provide services on a timely basis.

## II. City Background

The City of South San Francisco is a General Law city with a population of 67,587 (2018) residents that grows to 100,000 during business hours. South San Francisco is strategically located on the west shore of the San Francisco Bay, in northern San Mateo County, 10 miles south of San Francisco. The City is also located along the Bay Area’s main transportation routes, included 101, 280, Caltrain, BART, San Francisco Bay Ferry, and the San Francisco International Airport.

The City of South San Francisco is a full-service city with 12 City Departments including Police; Fire; Parks and Recreation; Public Works; Economic and Community Development; City Attorney; Library; Finance; Information Technology; Human Resources; City Clerk; and Office of the City Manager. The City has a Council-City Manager form of government with approximately 500 full-time regular employees.



The City of South San Francisco proudly remains “The Industrial City”, a reflection of its steel mill and ship building past. In recent years, the City has been redefined to reflect the innovative, entrepreneurial and industrious spirit, which has made South San Francisco the “Biotech Capital of the World”.

South San Francisco’s biotechnology cluster is the largest in the world, with roughly 45,000 life science workers, 200 biotech companies, and over 12 million square feet of office/R&D facilities – with an additional 9 million square feet of new R&D facilities in the development pipeline.

South San Francisco enjoys a high quality of life with an extensive public parks system, active library and learning programming and a dynamic, engaged community making South San Francisco a great place to live, learn, work and play.

The City is governed by a five-member elected City Council. Five members are elected to four-year Council terms. Elections are held in even-numbered years. Three members are elected together, and the other two are elected in the next election. In the 2020 election year, the City Council moved to district elections. The Mayor and Vice Mayor are selected by the Council from its members in non-election years. During election years, the Mayor and Vice Mayor are selected after election results have been tabulated.

### **III. Business License Tax Overview**

South San Francisco’s current methodology for setting business license tax rate is primarily driven by the business number of employees. Historically, staff has relied on self-reporting to establish the number of employees at any given business establishment, which is collected annually. After reviewing some of the top 50 employers in South San Francisco, it appears that some companies are underrepresenting the number of employees they employ, thus leading to a significant missed opportunity of loss revenues to the General Fund. Staff recognizes that there are a wide range of datasets which identify the number of employees citywide, with varying conclusions on the total numbers of employees in South San Francisco. Site-based employment headcount and wage data, in total, is available from the California Employment Development Department. However, the City has not historically audited businesses or tracked data for this purpose due to the lack of departmental resources and available staff time.

Of the comparable cities that staff reviewed, most base their business license tax on gross sales receipts. South San Francisco has a varied formula depending upon type of enterprise comprised of 1) flat rate-based fees, 2) per employee fees, or 3) gross sales. Approximately 5,000 business licenses were issued by the Finance Department in 2020.



## IV. Scope of Services

Subject to further discussion with the selected firm, the City anticipates assistance with the following services:

### Part A – Comprehensive Study on the Current Business License Tax Structure

1. Meet with City staff to refine the project scope, purpose, uses and goals of the City’s business license tax to ensure that the proposal will be appropriate to South San Francisco’s needs;
2. Meet with Finance staff to access data as needed to understand the City’s methodology of calculating the current business license tax;
3. Compare South San Francisco’s business license tax with other local jurisdictions and provide an analysis of comparable cities’ business license tax structures; and
4. Develop a written study of the current business license tax fee structure.

### Part B – Recommend Changes to the Business License Tax Program

1. Provide alternative business license tax fee structures;
2. Identify audit and discovery procedures to detect and recover unreported and/or under-reported business license taxes;
3. Recommend any specific technology (software upgrades and/or systems) to efficiently process payments and monitor taxpayers compliance;
4. Meet with staff, the City Manager, and City Councilmembers on the recommended changes, as well as the alternative options, providing documentation and reasoning as to why the proposed methodology is superior to the current business license tax structure. Focus on:
  - a. Reviewing the business license tax fees in all categories;
  - b. Seamless business transactions from the business community’s perspective;
  - c. Ease of administration of the proposed business license tax program; and
  - d. Adopting to the changing business needs of the community

### Part C – Business License Tax Outreach

1. Conduct outreach to the business community with support from the Economic and Community Development Department on the proposed changes. Gain support from the business community; and
2. Conduct outreach and garner support from the South San Francisco Chamber of Commerce.



## Part D – Ballot Measure

1. Develop and carry out the necessary timeline for the upcoming election cycle with the City Clerk’s Office; and
2. Develop all language and materials with the City Attorney’s Office needed to ensure the proposed business license tax fee changes are presented to South San Francisco voters in the upcoming election cycle.

## Part E – Deliverables / Reports

1. Contractor shall generate special reports for the City as required. Such reports may include, but are not limited to, the following:
  - a. Analysis of tax activity by business category;
  - b. Preparation of custom reports organized by the City defined parameters on major businesses with substantial remittance increase and decline comparisons, report shall identify reason for changes; and
  - c. Preparation of quarterly audit report that identify any businesses that unreported and / or under-reported taxes.
  - d. Preparation of annual reports that identify changes in service providers by major providers and/or categories.

## V. Proposal Requirements

Please limit your proposal submission to ten (10) pages using a minimum twelve (12) point font size. Transmittal letter and attachments/exhibits will not count against the 10 page limit. The City is not interested in reviewing large amounts of boilerplate language so please be mindful of the questions being asked and limit standard general responses when possible. The proposal should respond to each question or requirement below in consecutive order, as follows:

### A. Transmittal Letter

1. All proposals should be accompanied by a transmittal letter addressed to Janet Salisbury, Director of Finance, and signed by an officer authorized to commit firm resources. Please limit the transmittal letter to two pages in length and include:
  - The name of the proposing firm with the name, address, telephone numbers, and email addresses of the proposed lead and backup consultant;
  - An executive summary of your proposal; and
  - A certification stating that:
    - All information submitted in your proposal is true and correct;
    - The person signing the proposal has the full authority to do so on behalf of the firm;



- The fees proposed have not been knowingly disclosed, directly or indirectly, to any other firm responding to the RFP; and
- No attempt has been made by your firm to induce any other person or firm to submit or not submit a response to this RFP for the purpose of restricting competition.

## **B. Description of Proposer's Firm and Experience**

1. A brief description of your firm's background, size, office locations in California, and history as it may be relevant to the services required.
2. Please describe your experience providing business license tax consulting and auditing services to other public agencies with an emphasis in California. Please provide two (2) case studies detailing the services you provided. What were the challenges you faced, the recommendations you made, and what was the ultimate outcome? Did you assist with providing community outreach and work with staff on placing the proposed tax on a ballot measure?

## **C. Proposer's Personnel**

1. List all the professional staff that will be assigned to the engagement. Please describe the role of each person and the percentage of time they will be available for this engagement.
2. Identify the Lead Consultant who will be the primary contact in providing services to the City, and who will be listed as a "key person" in any agreement with the City.
3. Include professional biographies for all professionals who will be assigned to provide services in your proposal.

## **D. Business License Tax Program**

1. The City's business license tax program has a varied formula depending upon type of enterprise comprised of a) flat rate based fees, b) per employee fees, or c) gross sales. There are 34 different formula variables that must be calculated and validated by staff. The City is looking to simplify the business license tax structure, have businesses pay their fair share, streamline the application / renewal process and monitor taxpayer compliance. The City is currently using CentralSquare Technologies to manage the business license tax program. Please provide your preliminary recommendations to accomplish these stated goals. Information on the City's business license tax program including rates and fees is available at: <https://www.ssf.net/departments/finance/business-license-information>.



**E. Fees and Charges**

1. Provide your proposed hourly wage and hours anticipated for each team member for consulting services. In addition, please provide a fixed “not-to-exceed” pricing for the effort described herein;
2. Provide your proposed fee arrangement for auditing services;
3. Describe any remaining fees not already detailed above.

**F. References**

1. Please provide at least three (3) client references for whom your firm has performed similar work during the past five years as requested in this RFP. For each client, please provide the name, street address, telephone number, email address and a brief summary of the services provided.

**G. Completed Reports**

1. Please provide sample completed reports that your firm has previously developed for public agencies that are comparable to the project outlined in this RFP.

**VI. Proposal Submittal Procedures**

Proposals are required in two formats: Three (3) printed copies and one (1) electronic copy by email. Complete electronic (email) copy and written proposals in marked sealed package must be submitted no later than 12:00 p.m. (PST) on Wednesday, December 30, 2020 to the address below. Proposals will not be accepted after this deadline. Late proposals will not be accepted, and will be returned unopened, regardless of postmark. Prospective proposers are responsible for having proposals delivered on time at the place specified and assume all risk of late delivery, including any delay in the mail or handling of the mail by the U.S. Postal Service. Faxed proposals will not be accepted.

**Janet Salisbury, Director of Finance  
City of South San Francisco  
400 Grand Avenue  
South San Francisco, CA 94083-711  
RE: RFP for Business Tax License Consulting and Auditing Services**

The electronic copy of the proposal should be sent to: [janet.salisbury@ssf.net](mailto:janet.salisbury@ssf.net) with a cc to [jason.wong@ssf.net](mailto:jason.wong@ssf.net) and [heather.enders@ssf.net](mailto:heather.enders@ssf.net).

All inquiries related to this RFP should be submitted in writing to Heather Enders, Management Analyst II at [heather.enders@ssf.net](mailto:heather.enders@ssf.net).



From the date of this RFP is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFP with any City employee other than the contacts listed above regarding this RFP. The City reserves the right to reject any proposal for violation of this provision. No questions other than written will be accepted, and no response other than written will be binding upon the City.

### **Tentative Project Schedule**

December 1, 2020	RFP Issued
December 30, 2020	Responses due by 12:00 p.m. PST
Week of January 11, 2021	Interviews, if conducted
Week of January 18, 2021	Selected firm(s) notified
Week of January 25, 2021	Award of Consulting Services Agreement
February 1, 2021	Contract executed/work begins

### **VII. Proposal Evaluation**

The firm’s submittal will be evaluated in accordance with the criteria outlined in the section entitled Proposal Requirements. Submittals will be evaluated for specificity, completeness, qualifications of personnel, demonstrated knowledge and experience providing the breadth and depth of services contemplated to be required by the City as described in the section entitled Scope of Services.

The Consultant will be selected based on qualifications and demonstrated competence and the agreement may not be awarded to the lowest responsible proposer. When selecting the Consultant, the skill and ability of the entity or person performing the services is a key component of the selection criteria. The City will select a Consultant based on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required. Cost will be only one factor in determining the selection. Consultants will be evaluated and selected based upon experience, price and schedule. Consultants should address these criteria in their proposal.

### **VIII. General Conditions**

Consultants are advised to become familiar with all conditions, instructions, and specifications of this RFP. By submitting a proposal, Consultant represents and warrants that it has thoroughly examined and is familiar with work required under this RFP, that Consultant has conducted such additional investigation as it deems necessary and convenient, that Consultant is capable of providing the services requested by the City in a manner that meets the City’s objectives and specifications as outlined in this RFP, and that Consultant has reviewed and inspected all materials submitted in response to this RFP. Once the consultant has been selected, a failure to have read the



conditions, instructions, and specifications herein shall not be cause to alter the contract or for Consultant to request additional compensation.

By submitting a proposal, the Consultants represent that it and its subsidiaries do not and will not discriminate against any employee or applicant for employment on the basis of race, religion, sex, color, national origin, sexual orientation, ancestry, marital status, physical condition, pregnancy or pregnancy-related conditions, political affiliations or opinion, age, or medical condition.

## IX. Conditions of Acceptance

This RFP does not commit the City to award a contract, to pay any costs incurred in the preparation of a proposal for this RFP, or to procure or contract for any services. The City reserves the right to waive any irregularities or informalities contained within this RFP, and/or reject any or all proposals received as a result of this request; negotiate with any qualified source or to cancel the RFP in part or whole. All proposals and material submitted will become the property of the City of South San Francisco and will not be deemed confidential or proprietary. The City of South San Francisco reserves the right to award in whole or in part, by item or group of items, by section or geographic area, when such action serves the best interests of the City.

## X. Professional Services Agreement and Insurance Requirements

If your proposal is accepted, the Consultant is required to enter into a contractual agreement with the City. A sample of the City's standard Professional Services Agreement to be used for this Project is attached in **Exhibit A**. Any exceptions or requested modifications to the form of agreement must be included as an attachment to the proposal. By responding to this RFP, the proposer represents that they will execute the Professional Services Agreement in its current form and will be prepared to provide the requisite insurance amounts. If your firm is selected for this work, you will be required to maintain insurance including workers compensation insurance, and liability insurance in the amount of \$1,000,000, with the City required endorsements. The City reserves the right to amend this contract based on the information provided by the Consultant in its response to the RFP. The following contractual terms are non-negotiable and included in the standard City contract: Indemnification, All insurance terms, Termination, Ownership/Use of Contract Materials and Products, Disputes, Governing Law.

If an agreement cannot be reached, negotiations with an alternate consultant may commence, until an agreement is reached or determination is made to reject all submittals.



EXHIBIT A

Sample of the City’s standard Professional Services Agreement

**SOUTH SAN FRANCISCO SERVICES AGREEMENT**

This Services Agreement (this “**Agreement**”) is made and entered into between the City of South San Francisco, a municipal corporation (“**City**”) and [redacted], (“**Consultant**”) effective as of [redacted], [redacted] (the “**Effective Date**”). City and Consultant are hereinafter collectively referred to as (the “**Parties**”). In consideration of their mutual covenants, the Parties hereby agree as follows:

1. Scope of Services. Consultant shall provide the following services and/or materials (“the Work”): [redacted], as more specifically described in the Scope of Services, attached hereto as Exhibit A. The Work shall commence on [redacted], [redacted] and shall be completed to the satisfaction of the City by [redacted], [redacted] unless such date is extended or otherwise modified by the City in writing. In the event of a conflict or inconsistency between the text of the main body of this Agreement and Exhibit A, the text of the main body of this Agreement shall prevail.

2. Payment. City shall pay Consultant an amount not to exceed: [redacted] (\$xx,xxx) for the full and satisfactory completion of the Work in accordance with the terms and conditions of this Agreement. The calculation of payment for the Work shall be set forth as follows:  
[redacted] [state how payment for Services will be calculated (ex: based on an hourly rate, a flat fee, or based on an attached rate schedule)] The amount stated above is the entire compensation payable to Consultant for the Work performed hereunder, including all labor, materials, tools and equipment furnished by Consultant.

City shall make payments, based on invoices received, for Work satisfactorily performed. City shall have thirty (30) days from the receipt of an invoice to pay Consultant.

3. Independent Contractor. It is understood and agreed that this Agreement is not a contract of employment and does not create an employer-employee relationship between the City and Consultant. At all times Consultant shall be an independent contractor and City shall not control the manner of Consultant accomplishing the Work. Consultant is not authorized to bind the City to any contracts or other obligations without the express written consent of the City.

4. Indemnification. To the fullest extent permitted by law, Consultant shall indemnify, defend (with counsel acceptable to the City), and hold harmless the City and its elected and appointed officers, officials, employees, agents, contractors and consultants (collectively, the “City Indemnitees”) from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorneys’ fees and costs of litigation) (collectively, “Liability”) of every nature arising out of or in connection with

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Consultant's performance of the Work or Consultant's failure to comply with this Agreement, except such Liability caused by the gross negligence or willful misconduct of the City Indemnitees.

5. Insurance. Prior to beginning the Work and continuing throughout the term of this Agreement, Consultant (and any subcontractors) shall, at Consultant's (or subcontractor's) sole cost and expense, furnish the City with certificates of insurance evidencing that Consultant has obtained and maintains insurance in the following amounts:

A. Workers' Compensation that satisfies the minimum statutory limits.

B. Commercial General Liability and Property Damage Insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, TWO MILLION DOLLARS (\$2,000,000) annual aggregate, for bodily injury, property damage, products, completed operations and contractual liability coverage. The policy shall also include coverage for liability arising out of the use and operation of any City-owned or City-furnished equipment used or operated by the Consultant, its personnel, agents or subcontractors.

C. Comprehensive automobile insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence for bodily injury and property damage including coverage for owned and non-owned vehicles.

D. Professional Liability Insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions.

All insurance policies shall be written on an occurrence basis and shall name the City Indemnitees as additional insureds with any City insurance shall be secondary and in excess to Consultant's insurance. If the Consultant's insurance policy includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this agreement so as to not prevent any of the parties to this agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability. Additionally, the certificates of insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible. The certificates shall contain a statement of obligation on the part of the carrier to notify City of any material change, cancellation, termination or non-renewal of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation, termination or non-renewal. The City's Risk Manager may waive or modify any of the insurance requirements of this section.

6. Compliance with all Applicable Laws; Nondiscrimination. Consultant shall comply with all applicable local, state and federal laws, regulations and ordinances in the performance of this Agreement. Consultant shall not discriminate in the provision of service or in the employment of persons engaged in the performance of this Agreement on account of race, color, national origin, ancestry, religion, gender, marital status, sexual orientation, age, physical or mental disability in violation of any applicable local, state or federal laws or regulations.

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7. Termination. City may terminate or suspend this Agreement at any time and without cause upon written notification to Consultant. Upon receipt of notice of termination or suspension, Consultant shall immediately stop all work in progress under this Agreement. The City's right of termination shall be in addition to all other remedies available under law to the City.

8. Prevailing Wage. Where applicable, the wages to be paid for a day's work to all classes of laborers, workmen, or mechanics on the work contemplated by this Purchase Agreement, shall be not less than the prevailing rate for a day's work in the same trade or occupation in the locality within the state where the work hereby contemplates to be performed as determined by the Director of Industrial Relations pursuant to the Director's authority under Labor Code Section 1770, *et seq.* Each laborer, worker or mechanic employed by Consultant or by any subcontractor shall receive the wages herein provided for. The Consultant shall pay two hundred dollars (\$200), or whatever amount may be set by Labor Code Section 1775, as may be amended, per day penalty for each worker paid less than prevailing rate of per diem wages. The difference between the prevailing rate of per diem wages and the wage paid to each worker shall be paid by the Consultant to each worker.

An error on the part of an awarding body does not relieve the Consultant from responsibility for payment of the prevailing rate of per diem wages and penalties pursuant to Labor Code Sections 1770-1775. The City will not recognize any claim for additional compensation because of the payment by the Consultant for any wage rate in excess of prevailing wage rate set forth. The possibility of wage increases is one of the elements to be considered by the Consultant.

(A) Posting of Schedule of Prevailing Wage Rates and Deductions. If the schedule of prevailing wage rates is not attached hereto pursuant to Labor Code Section 1773.2, the Consultant shall post at appropriate conspicuous points at the site of the project a schedule showing all determined prevailing wage rates for the various classes of laborers and mechanics to be engaged in work on the project under this contract and all deductions, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.

(B) Payroll Records. Each Consultant and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Consultant in connection with the public work. Such records shall be certified and submitted weekly as required by Labor Code Section 1776.

9. Payment of Taxes; Tax Withholding. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes. To be exempt from tax withholding, Consultant must provide City with a valid California Franchise Tax Board form 590 ("Form 590"), as may be amended and such Form 590 shall be attached hereto and incorporated herein as Exhibit     . Unless Consultant provides City with a valid Form 590 or other valid, written evidence of an exemption or waiver from withholding, City may withhold California taxes from payments to Consultant as required by law. Consultant shall obtain, and maintain on file for three (3) years after the termination of this Agreement, Form

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590s (or other written evidence of exemptions or waivers) from all subcontractors. Consultant accepts sole responsibility for withholding taxes from any non-California resident subcontractor and shall submit written documentation of compliance with Consultant's withholding duty to City upon request.

10. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

11. Entire Agreement. This Agreement represents the entire and integrated agreement between the Parties. This Agreement may be modified or amended only by a subsequent written agreement signed by both Parties.

12. Non-Liability of Officials, Employees and Agents. No officer, official, employee or agent of City shall be personally liable to Consultant in the event of any default or breach by City or for any amount which may become due to Consultant pursuant to this Agreement.

13. Prevailing Party. In the event that either party to this Agreement commences any legal action or proceeding (including but not limited to arbitration) to interpret the terms of this Agreement, the prevailing party in such a proceeding shall be entitled to recover its reasonable attorney's fees associated with that legal action or proceeding.

14. Notice. All notices and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given (i) when received if personally delivered; (ii) when received if transmitted by telecopy, if received during normal business hours on a business day (or if not, the next business day after delivery) provided that such facsimile is legible and that at the time such facsimile is sent the sending Party receives written confirmation of receipt; (iii) if sent for next day delivery to a domestic address by recognized overnight delivery service (e.g., Federal Express); and (iv) upon receipt, if sent by certified or registered mail, return receipt requested. In each case notice shall be sent to the respective Parties as follows:

Consultant:

[Redacted signature area for Consultant]

City:

City Clerk  
City of South San Francisco  
400 Grand Avenue  
South San Francisco, CA 94080

15. Execution in Counterpart. This Agreement may be executed in counterparts and/or by facsimile or other electronic means, and when each Party has signed and delivered at least one such

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counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterpart, shall constitute one Agreement, which shall be binding upon and effective as to all Parties.

16. Assignment, Governing Law. The Consultant may not assign any of Consultant's obligations under this Agreement without the City's prior written approval. This Agreement is governed by California law. The jurisdiction for any litigation arising from this Agreement shall be in the state of California, and shall be venued in the County of San Mateo.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date written above.

**CITY:**

**CONSULTANT:**

By: \_\_\_\_\_  
City Manager

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

Print Name: \_\_\_\_\_

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

**APPROVED AS TO FORM:**

\_\_\_\_\_

**City Attorney**

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