

**AGREEMENT FOR CITYWIDE COLLECTION SERVICES**

THIS AGREEMENT (“AGREEMENT”) is entered into on July 1, 2026 (“Effective Date”) by and between the CITY OF POMONA (“the CITY”) and Ray Klein, Inc. dba Professional Credit Service, a corporation (“CONTRACTOR”), with its primary business location at 12204 SE Mill Plain Blvd., Vancouver, WA. The CITY and CONTRACTOR may be individually referred to herein as the Party and collectively as the Parties.

**RECITALS**

**WHEREAS**, the CITY desires to engage CONTRACTOR to provide Citywide Collection Services;

**WHEREAS**, CONTRACTOR is willing to perform the services defined herein for the Project; and

**WHEREAS**, CONTRACTOR represents that the principal representative stated below is authorized to act as such on behalf of CONTRACTOR.

**NOW, THEREFORE**, the Parties agree as follows:

**TERM.** This Agreement shall be for a term of three (3) years commencing on July 1, 2026 through June 30, 2029, with two (2) one-year extension options, subject to written agreement of the Parties. An amendment to extend the AGREEMENT shall be fully executed by the Parties at least thirty (30) days prior to expiration of the then current term. Upon completion of the term and extensions, service on all referred accounts will cease and accounts will be transferred to the next contracted contractor. The CITY will not be responsible for any costs incurred by the CONTRACTOR in transferring accounts or ceasing service.

**1. REPRESENTATIVES OF THE PARTIES AND SERVICE OF NOTICE.**

The representatives of the Parties who are primarily responsible for the administration and performance of the AGREEMENT, and to whom formal notice, demands and communications must be given, are as follows:

A. The principal representative of the CITY is:

Shar Perez  
City of Pomona  
Finance Department  
505 South Garey Avenue  
Pomona, CA 91766  
(909) 620-2292

B. The principal representative of the CONTRACTOR is:

Jeffrey Johnson, CCO  
Professional Credit Services

12204 SE Mill Plain Blvd.  
Vancouver, WA. 98684  
(866) 972-1635

C. Formal notices under this Agreement may be delivered by: (i) personal delivery; (ii) certified mail; (iii) overnight courier; or (iv) electronic mail to the designated representatives. Email notice shall be deemed received upon confirmation of transmission unless the sender receives notice of delivery failure.

D. If the name of the principal representative designated to receive the notices, demands or communications, or the address of such person, is changed, written notice shall be given within five calendar days of said change.

**2. RETENTION.** The CITY retains CONTRACTOR to provide Citywide Collection Services in accordance with this AGREEMENT. CONTRACTOR agrees to render such services on the terms and conditions stated herein.

**3. SCOPE OF SERVICES.** The scope of services to be provided is set forth in the attached Scope of Services, which is made Exhibit "A" to this AGREEMENT.

**4. COMPENSATION.** This AGREEMENT is a no cost to the CITY agreement as set forth in the aforementioned Scope of Services.

A. The CONTRACTOR shall be compensated through the action of collecting from the debtor. THE CONTRACTOR SHALL collect their fee from assigned debtors which is based on a percentage for the above-stated services, as set forth in the scope of work.

**5. INDEPENDENT CONTRACTOR.**

A. CONTRACTOR is an independent contractor. As such, CONTRACTOR has no power or authority to incur any debt, obligation or liability on behalf of the CITY, unless such authority is expressly conferred under this AGREEMENT. Further, CONTRACTOR is not entitled to any benefit typically associated with an employee such as medical, sick leave, retirement, or vacation benefit. CONTRACTOR expressly waives any claim to any such right.

B. The personnel performing services under this AGREEMENT on behalf of CONTRACTOR will, at all-times be under CONTRACTOR's exclusive direction and control. Neither the CITY, nor any of its employees, have any control over the manner, mode, or means by which CONTRACTOR, its agents, or its employees, perform the services required herein, except as otherwise stated in this AGREEMENT. The CITY has no voice in the selection, discharge, supervision or control of CONTRACTOR's employees, representatives, or agents, or in fixing their number, compensation, or hours of service.

C. CONTRACTOR will perform services under this AGREEMENT as an independent contractor and will, at all times, remain a wholly independent contractor. The CITY does not, in any way or for any purpose, become, nor may it be deemed a partner of CONTRACTOR in the latter's business or otherwise a joint venture or member of any joint enterprise with CONTRACTOR.

**6. ECONOMIC INTEREST STATEMENT.** CONTRACTOR hereby acknowledges that, in accordance with Government Code Section 87300 and the Conflict of Interest Code adopted by the CITY hereunder, CONTRACTOR is designated in said Conflict of Interest Code and is therefore required to file an Economic Interest Statement (Form 700) with the City Clerk, for each employee providing advice under this Agreement, prior to the commencement of work. The extent of CONTRACTOR's disclosure requirements is set forth in the Written Determination of the City Manager of the CITY, attached hereto as Exhibit "C."

**7. PERS INDEMNITY.**

A. In the event CONTRACTOR or any employee, agent, or subcontractor of CONTRACTOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the CITY, CONTRACTOR will indemnify, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONTRACTOR or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

B. Notwithstanding any other agency, state or federal policy, rule, regulation, law, or ordinance to the contrary, CONTRACTOR and any of its employees, agents, and subcontractors providing service under this Agreement do not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the CITY, including but not limited to eligibility to enroll in PERS as an employee of the CITY and entitlement to any contribution to be paid by the CITY for employer contribution or employee contributions for PERS benefits.

C. CONTRACTOR is solely responsible for compliance with PERS restrictions applicable to any of CONTRACTOR's employees, agents, or subcontractors.

**8. INDEMNITY AND INSURANCE.**

A. INDEMNITY. CONTRACTOR hereby agrees to protect, indemnify and hold the CITY and its employees, officers and servants free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgment, interests, court costs, legal fees, expert costs, expert fees and all other expenses incurred by the CITY to the maximum extent allowed by law arising in favor of any party, including claims, liens, debts,

personal injuries including employees of the CITY, death or damages injuries, including employees of the CITY, death or damages to property (including property of the CITY) and without limitation by enumeration, all other claims or demands of every character occurring or arising directly out of or as a consequence of the performance of the work performed hereunder, except only such injury to persons or damage to property due or claimed to be due to the sole negligence of the CITY. This provision is not intended to create any cause of action in favor of any third party against CONTRACTOR or the CITY or to enlarge in any way the CONTRACTOR's liability but is intended solely to provide for indemnification of the CITY for liability for damages or injuries to third persons or property arising from CONTRACTOR's negligent performance hereunder.

B. **INSURANCE.** CONTRACTOR will procure and maintain at all times during the term of this AGREEMENT insurance as set forth in Exhibit "D" attached hereto.

C. **COLLECTION LAW COMPLIANCE INDEMNITY.** Contractor shall defend, indemnify, and hold harmless the City from and against any claims, penalties, fines, damages, judgments, regulatory actions, or expenses arising from Contractor's violation or alleged violation of: (i) the Fair Debt Collection Practices Act; (ii) the Rosenthal Fair Debt Collection Practices Act; (iii) the Fair Credit Reporting Act; (iv) Consumer Financial Protection Bureau regulations; and (v) any federal, state, or local collection or consumer protection law.

D. The obligations of Section 7 shall survive termination of the Agreement.

**9. PREVAILING WAGE LAW.** CONTRACTOR is aware of the requirements of California Labor Code Section 1720, et seq. and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing-wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and the total compensation is \$1,000 or more, CONTRACTOR agrees to fully comply with such Prevailing Wage Laws. Moreover, as required by Labor Code 1860, CONTRACTOR shall secure the payment of compensation to CONTRACTOR's employees in accordance with the provisions of Labor Code Section 3700. CONTRACTOR shall obtain a copy of the prevailing rates of per diem wages at the commencement of the Agreement from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at [www.dir.ca.gov/dlsr/](http://www.dir.ca.gov/dlsr/). CONTRACTOR shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at CONTRACTOR's principal place of business and at the project site. CONTRACTOR shall defend, indemnify and hold the CITY, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

**REGISTRATION.** If the Services are being performed as part of an applicable "public works" or "maintenance" project, then under Labor Sections 1725.5 and 1771.1, the CONTRACTOR and all sub CONTRACTORs must be registered with the Department of Industrial Relations, CONTRACTOR shall maintain registration for the duration of the project and

require the same of any sub CONTRACTORS, and this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be CONTRACTOR's sole responsibility to comply with all applicable registration and labor compliance requirements. Notwithstanding the foregoing, the registration requirements mandated by Labor Code sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code sections 1725.1 and 1771.1.

**10. OWNERSHIP OF WORK PRODUCT.** All reports, documents, or other written material developed by CONTRACTOR in the performance of this AGREEMENT are and remain the property of the CITY without restriction or limitation on their use or dissemination by the CITY. Such material may not be the subject of a copyright application by CONTRACTOR. Any re-use by CITY of any such materials on any project other than the project for which they were prepared is at the sole risk of CITY unless CITY compensates CONTRACTOR for such use.

**11. CONFIDENTIALITY.** Employees of CONTRACTOR, in the course of their duties, might have access to financial, accounting, statistical, and personnel data of private individuals and employees of the CITY. CONTRACTOR covenants that all data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this AGREEMENT are deemed confidential and shall not be disclosed by CONTRACTOR without written authorization by the CITY. The CITY shall grant such authorization if disclosure is required by law. All CITY data shall be returned to the CITY upon the termination of this AGREEMENT. CONTRACTOR's covenant under this Section survives the termination of this AGREEMENT.

**12. INFORMATION SECURITY AND DATA PROTECTION.** Contractor acknowledges that, in performing services under this Agreement, it may receive, access, store, transmit, or otherwise process confidential, financial, personal, or proprietary information belonging to the City or third parties. Contractor shall implement and maintain reasonable administrative, physical, and technical safeguards designed to protect such information from unauthorized access, use, disclosure, modification, or destruction. Such safeguards shall be consistent with industry standards and applicable federal and state laws.

**13. AUDIT RIGHTS.** The City, its auditors, and authorized representatives shall have the right, upon reasonable notice, to inspect, audit, and copy Contractor's books, records, reports, accounting systems, collection records, and supporting documentation relating to services provided under this Agreement. Contractor shall maintain such records for at least five (5) years following expiration or termination of this Agreement.

**14. SECURITY INCIDENT AND BREACH NOTIFICATION.** Contractor shall notify the City in writing within seventy-two (72) hours after discovering any actual or reasonably suspected unauthorized access, acquisition, disclosure, loss, alteration, or destruction of City data or information maintained on behalf of the City.

**15. TERMINATION FOR CONVENIENCE.** Either party may terminate this AGREEMENT at any time without cause by giving 30 calendar days written notice to CONTRACTOR of such termination and specifying the effective date thereof. If this AGREEMENT is terminated as provided herein, CONTRACTOR will be paid only the total amount equal to the service that CONTRACTOR has provided, to the CITY's satisfaction, as

determined solely by the CITY, as of the termination date. In no event may the amount payable upon termination exceed the total maximum compensation provided for in this AGREEMENT or the value of services provided as of date of termination.

**16. TERMINATION FOR CAUSE.** If for any reason, CONTRACTOR fails to fulfill in a timely and proper manner its obligation under this AGREEMENT, or if CONTRACTOR violates any of the covenants or stipulations of this AGREEMENT, the CITY then has the right to terminate this AGREEMENT by giving a five-calendar-day written notice to CONTRACTOR. The notice must refer to this clause, specify the nature of the alleged default, and specify the effective date of the termination. CONTRACTOR will be paid a total amount equal to the service CONTRACTOR has provided, to the CITY's satisfaction, as determined solely by the CITY, as of the termination date. In no event may the amount payable upon termination exceed the total maximum compensation provided in this AGREEMENT.

**17. ASSIGNMENT AND SUBCONTRACTING.** Neither party may assign or subcontract the rights or responsibilities under this AGREEMENT without the express, written consent of the other party, which may be withheld for any reason or for no reason.

16.1 Contractor shall not permit any subcontractor to access City data without prior written approval from the City. Contractor shall require all approved subcontractors to comply with the confidentiality, security, insurance, and indemnification requirements of this Agreement. Contractor shall remain fully responsible for the acts and omissions of its subcontractors.

**18. STANDARD. CONTRACTOR** agrees that the services to be rendered pursuant to this AGREEMENT shall be performed in accordance with the standards customarily provided by an experienced and competent professional organization rendering the same or similar services. CONTRACTOR will re-perform any of said services that are not in conformity with industry standards, as determined solely by the CITY. CONTRACTOR will be relieved of its obligation to re-perform said services if the CITY does not notify CONTRACTOR within 180 days after the completion of the non-conforming service.

**19. RESOLUTION OF DISPUTES.**

A. Disputes regarding the interpretation or application of any provisions of this AGREEMENT must, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties.

B. If any action, at law or in equity, is brought to enforce or to interpret any provisions of this AGREEMENT, the prevailing party in such action shall be entitled to recover reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

**20. FORCE MAJEURE.** The respective duties and obligations of the Parties hereunder are suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, national or global disease pandemics, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.

**21. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** In the performance of this AGREEMENT, CONTRACTOR may not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation. CONTRACTOR will take affirmative action to ensure that subcontractors and applicants are employed without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

**22. SEVERABILITY.** If any provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions nevertheless continue in full force and effect without being impaired or invalidated in anyway.

**23. GOVERNING LAW.** This AGREEMENT is governed by and must be construed in accordance with laws of the State of California. In the event of litigation between the parties, venue of state trial courts lies exclusively in the County of Los Angeles. In the event of litigation in a U.S. District Court, exclusive venue lies in the Central District of California.

**24. COMPLIANCE WITH LAWS.**

A. CONTRACTOR represents and warrants that it: (i) holds all licenses required to perform debt collection services; (ii) is not currently subject to any suspension, debarment, or regulatory prohibition; (iii) will maintain all required licenses throughout the Agreement term; and (iv) will promptly notify the City of any investigation, enforcement action, license suspension, or disciplinary proceeding that could materially affect performance of services.

B. CONTRACTOR shall keep informed of, and comply with, State, Federal, and local laws, ordinances, codes, and regulations that in any manner affect the CONTRACTOR's performance of this AGREEMENT. CONTRACTOR shall at all times comply with such laws, ordinances, codes and regulations.

C. CONTRACTOR shall obtain a CITY Business License prior to commencing performance under this AGREEMENT.


D. If CONTRACTOR is an out-of-state corporation or LLC, it must be qualified or registered to do business in the State of California pursuant to the California Corporations Code.

E. The CITY, its officers, and employees, shall not be liable at law or in equity occasioned by CONTRACTOR's failure to comply with this Section.

**25. NON-WAIVER.** Either party's waiver of any breach of any provision of this AGREEMENT shall not be deemed a waiver of any other provision of this AGREEMENT, and shall not be deemed a waiver of any subsequent breach of the same provision or any other provision. The CITY's payment to CONTRACTOR shall not constitute a waiver of any breach or default which may then exist on the part of the CONTRACTOR. The CITY's payment to CONTRACTOR shall not impair or prejudice any right or remedy available to the CITY with regarding to such breach or default.

**26. ENTIRE AGREEMENT.** This AGREEMENT, together with Exhibits "A," "B," and "C" supersede any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this AGREEMENT acknowledges that no representation by any party, which is not embodied herein, nor any other agreement statement or promise not contained in this AGREEMENT shall be valid and binding. Any modification of the AGREEMENT shall be effective only if it is in writing and signed by all Parties.

**IN WITNESS WHEREOF** this Agreement is entered into by the Parties hereto on the dates set forth below.

<p>CITY OF POMONA</p> <p>By: _____ Anita Scott, City Manager</p> <p>Date: _____</p>	<p>CONTRACTOR</p> <p>By: _____ Print: _____ Its: _____ Date: _____</p>
<p>ATTEST:</p> <p>_____ Karla Shipman, Acting City Clerk</p>	
<p>APPROVED AS TO FORM:</p> <p>By:  _____ Deputy City Attorney</p>	

Approved by City Council on June 15, 2026

## **EXHIBIT “A”**

### **SCOPE OF SERVICES**

1. Make concerted collection efforts, on behalf of the City, for all returned payments and unpaid accounts assigned to the Contractor by the City.
2. The Contractor shall designate an account manager to the City’s account, who will be the City’s primary contact. The account manager will coordinate services with the various City department contacts.
3. Contractor shall meet the following minimum service standards: (i) respond to City inquiries within one (1) business day; (ii) acknowledge receipt of new accounts within five (5) business days; (iii) maintain web portal availability of not less than 99% uptime, excluding scheduled maintenance; (iii) correct reporting errors within five (5) business days of notice; and (iv) Provide monthly collection reports no later than the 10th day of each month. Failure to meet service levels on a recurring basis shall constitute grounds for corrective action and may constitute cause for termination.
4. The Contractor shall comply with all Federal and State consumer and collection laws.
5. Provide services that include both regular collection activities, as well as those requiring legal support. Regular collection services shall include, but not be limited to, telephone calls, faxes, sending letters, and other on-going types of contact to aid in the collection effort. If legal action is required, Contractor must obtain City approval prior to proceeding with the action. Upon approval, the Contractor’s collection attorney shall coordinate the action.
6. Provide the City with a secure, web-based portal to access the Contractor’s customer database for the purpose of viewing real-time customer account information, as well as to provide the ability for the City to electronically upload citation and other account record information.
7. Provide customers with a secure, web-based portal to access their customer account information, and have the ability to make payments directly from the website to the Contractor. The Contractor shall not charge the City any additional fees for customer payments made through the website.
8. Provide telephone customer support services for City staff during normal business hours, as well as after hours. The City’s normal business hours are 7:30 A.M. to 6:00 P.M., Monday through Thursday. Telephone support services shall also be available to the public for assistance with their accounts.

9. Provide a report acknowledging all debtor accounts received from each respective department. The report shall be provided to each City department coordinator within one week of receiving the account.
10. Provide acknowledgement of all debtor accounts received. The acknowledgement should list the debtor, account number, and amount owed and should be provided to the City Coordinator within one week of receiving the account.
11. Provide monthly reports detailing the activity of all debtor accounts assigned to the Contractor. The reports shall include, but not be limited to:
  12. Current year-to-date collection amounts
  13. Percentage of recovery in comparison to the total dollar value of assigned accounts
  14. Monthly status of accounts, including assigned balance and current balance
  15. Collection Analysis Report to include placements in number and dollar volumes, gross collections in dollars and percentages matched against the month the account was placed, and collection fees in dollars and percentages. (This one can be removed. It duplicated the next one.)
  16. Debtor Status Report to include turnover date, account name and number, type of account, beginning balance, collections, current balance, and collection status.
  17. Provide additional reports as-needed.
18. Collect the unpaid amount of each debtor account referred by the City. In addition to the amount being recovered, on behalf of the City, the debtor shall be charged the Contractor's collection service fee of 24%. These fees apply for both commercial and consumer accounts and cover all related training and set-up (on and off site), any related travel, the cost of all services related to collections and billing, and the cost of any programming, as needed.
19. All monies collected on behalf of the City shall be maintained in one or more segregated trust or custodial accounts separate from Contractor's operating funds.

Contractor shall maintain complete accounting records regarding all collections and remittances and shall provide reconciliation reports upon request. No collected City funds shall be commingled with Contractor's general operating accounts.
20. The service fee and any interest will be added on to the principal. After collection, the contractor will remit 100% of the principal to the city and retain the collection fee and any interest. No deductions for collection fees shall be made from the amount due to the City.

21. The contractor shall retain all attorney fees, court costs, and interest on those from first-fees recovered in all collection of the City's legal accounts. If the City elects to withdraw or cancel an account that has entered legal proceedings previously authorized by the City, the City shall reimburse Contractor only for actual, documented court filing fees and litigation expenses that: (i) were approved in advance by the City in writing; (ii) were actually incurred prior to withdrawal of the account; and (iii) are supported by reasonable documentation provided to the City. Under no circumstances shall reimbursement exceed \$\_\_\_\_\_ per account without the City's prior written approval.

By the 10th of each month, remit to the City all monies collected on its behalf, along with a report that includes the debtor's name, account number, total amount owed, amount collected, and any amount still owed.

22. There shall be no fees charged by the Contractor if collection is not made on an account.

23. Meet with the City after award of a contract to initially establish the collection procedures that will be followed when performing collection services. Thereafter, the Contractor and the City will meet as procedures change or are revised.

24. For purposes of this Agreement, "reasonable rate of return" shall mean achievement of collection performance consistent with industry standards for comparable municipal collection accounts, taking into consideration account age, account type, and economic conditions.

25. The City may conduct annual performance reviews and require a corrective action plan if performance falls materially below industry benchmarks.

26. All debtor account information will be electronically transferred using Microsoft Excel.

27. Failure of the Contractor to perform at a reasonable rate of return, as determined by the City, will be cause for termination of the contract. Upon notification of termination of the contract, the Contractor shall discontinue all collection efforts but may receive payments during the notification period resulting from prior collection actions. At the end of the termination notification period, the City shall recall all accounts unpaid or portions thereof. At the end of the termination notification period, the Contractor will not be entitled to any further compensation through prior collection efforts. Failure of the Contractor to perform at a reasonable rate of return, as determined by the City, will be cause for termination of the contract. If the contract is terminated all accounts will be retracted from the Contractor and the Contractor will not be entitled to any further compensation through prior collection efforts.

28. The City reserves the right to recall any account at its discretion without charge. If the Contractor has done no monetary collection on a referred account for 60 days, and the City collects on that account, there would be no commission due to the Contractor on that account. The City also reserves the right to recall any account if the billing was in error and/or if the Contractor has made minimal contact. The City reserves the right to recall any account at its discretion without charge. If the Contractor has done no monetary collection on a recalled account for 60 days, and the City collects on that account, there will be no commission due to the Contractor for that collection.
29. On June 30<sup>th</sup> of every contract year, the Contractor shall report all accounts deemed to be uncollectable.
30. Obtain City approval of all letters or notices sent to the debtors, as well as all collection procedures enacted, prior to their use.

**EXHIBIT “B”**

**FEE SCHEDULE**

The City will not incur any costs in association with this contract. Pursuant to Section 2-928 of the Pomona City Code, all collection fees will be added to the outstanding balance of the delinquent account.

**EXHIBIT "C"**

**WRITTEN DETERMINATION  
(Page 1 of 2)**

I, Anita D. Scott, City Manager of the City of Pomona ("CITY"), have made the following determination with regard to economic interest disclosure requirements for The CONTRACTOR pursuant to the Conflict of Interest Code adopted by CITY:

CONTRACTOR shall disclose its economic interest pursuant to the broadest disclosure category in the Code. (CATEGORY I\*)

CATEGORY I: Business interests and Investments

CONTRACTOR has been hired to perform a range of duties that are limited in scope and thus CONTRACTOR is not required to comply with the broadest disclosure category requirements. Based on the Scope of Services set forth in Exhibit "A," of the Agreement, CONTRACTOR need only provide economic interest disclosure under the following categories\*:

CATEGORY II: Supply Sources

CATEGORY III: Contractors

CATEGORY IV: Geographic location

\*A full explanation of each of these disclosure categories is found on page 2 of this Exhibit.

CONTRACTOR is not required to comply with Disclosure requirements based on the following:

Duties of CONTRACTOR under this AGREEMENT are not applicable to Conflict of Interest Code

Other: \_\_\_\_\_

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

\_\_\_\_\_  
Anita D. Scott, City Manager

## EXHIBIT "D"

### INSURANCE REQUIREMENTS

CONSULTANT will maintain throughout the duration of the term of the AGREEMENT, Liability Insurance covering CONSULTANT and designating CITY, including its elected or appointed officials, directors, officers, authorized agents, and employees, as additional insureds against claims resulting in injury or damage to persons or property (both real and personal) caused by any aspect of CONSULTANT's work, in amounts no less than the following, and with such deductibles as are ordinary and reasonable in keeping with industry standards. It must be stated, in the Additional Insured Endorsement, that CONSULTANT's insurance policies must be primary with respect to any claims related to or as the result of CONSULTANT's work. Any insurance, pooled coverage, or self-insurance maintained by CITY, its elected or appointed officials, directors, officers, authorized agents, and employees must be non-contributory. The Additional Insured Endorsement does not apply to the Professional Liability or Workers' Compensation Insurance requirement.

#### Professional Liability Insurance:

##### a. General Aggregate

\$2,000,000 per claim and in the aggregate

#### General Liability:

- |    |                                  |             |
|----|----------------------------------|-------------|
| a. | General Aggregate                | \$2,000,000 |
| b. | Products Comp/Op Aggregate       | \$2,000,000 |
| c. | Personal & Advertising Injury    | \$1,000,000 |
| d. | Each Occurrence                  | \$1,000,000 |
| e. | Fire Damage (any one fire)       | \$50,000    |
| f. | Medical Expense (any one person) | \$5,000     |

#### Workers' Compensation:

- |    |                            |                  |
|----|----------------------------|------------------|
| a. | Workers' Compensation      | Statutory Limits |
| b. | EL Each Accident           | \$1,000,000      |
| c. | EL Disease - Policy Limit  | \$1,000,000      |
| d. | EL Disease - Each Employee | \$1,000,000      |

#### Automobile Liability

- ##### a. Any vehicle, combined single limit \$1,000,000

CONSULTANT will provide thirty (30) days advance notice to CITY in the event of cancellation of any coverage. Certificates of insurance and additional insured endorsements must be furnished to CITY thirty (30) days prior to the effective date of this Agreement. Refusal to submit such certificates constitutes a material breach of this Agreement entitling CITY to any and all remedies at law or in equity, including termination of this Agreement. If proof of insurance required under this Agreement is not delivered as required or if such insurance is canceled and not adequately replaced, CITY has the right but not the duty to obtain replacement insurance and to charge the CONSULTANT for any premium due for such coverage. CITY has the option to deduct any such premium from the sums due to the CONSULTANT. All such policies of

insurance shall be endorsed so Licensee's insurance shall be primary and no contribution shall be required of City, its officers, officials, employees, agents or volunteers. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to City, its officers, officials, employees, agents and volunteers.

Insurance is to be placed with insurers authorized and admitted to write insurance in California and with a current A.M. Best's rating of A-: VII or better. Acceptance of insurance from a carrier with a rating lower than A-: VII is subject to approval by City's Risk Manager. CONSULTANT shall immediately advise the CITY of any litigation that may affect these insurance policies.