

PROFESSIONAL SERVICES AGREEMENT**CONTRACT SUMMARY**

Name of Contractor:	CBRE, Inc.
City Department in charge of Contract:	Administrative Services
Contact Person for City Department:	Michael McConville
Period of Performance for Contract:	One Year
Not to Exceed Amount of Contract:	\$100,000
Scope of Work for Contract:	Inventory And Appraisal Of Various Vacant Land Parcels Within The City Of Calabasas

Insurance Requirements for Contract:

yes no - Is General Liability insurance required in this contract?

yes no - Is Auto insurance required in this contract?

yes no - Is Professional insurance required in this contract?

California requires Worker's Compensation insurance. If the vendor has no employees, a Worker's Compensation Affidavit is required.

Other:

Proper documentation is required and must be attached.

**PROFESSIONAL SERVICES AGREEMENT
FOR DESIGN PROFESSIONALS**

(City of Calabasas / CBRE, Inc.)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Calabasas, a California municipal corporation (“City”), and CBRE, Inc., a Delaware Corporation (“Consultant”).

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: **Update and amend the existing inventory, and appraisal of various vacant parcels within the City of Calabasas**, as more fully described on Exhibit A, attached hereto.
- 2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.
- 2.3. Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.
- 2.4. Campaign Contributions - This Agreement is subject to Government Code Section 84308, as amended by SB 1439. That statute requires Consultant to disclose any campaign contribution by the Consultant or the Consultant’s agent to City Councilmembers or other City officials of more than \$250 in the aggregate in the preceding 12 months. Consultant shall provide a signed copy of the attached Campaign Contribution Disclosure Form with Consultant’s execution of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

3. DEFINITIONS

- 3.1. “Design Professional”: A Design Professional is any individual satisfying one or more of the following: (1) licensed as an architect pursuant to Business and Professions Code 5500 et seq., (2) licensed as a landscape architect pursuant to Business and Professions Code 5615 et seq., (3) licensed as a professional land surveyor pursuant to Business and Professions Code 8700 et seq., or (4) registered as a professional engineer pursuant to Business and Professions Code 6700 et seq.
- 3.2. “Scope of Services”: Such professional services as described in Exhibit A attached herewith and fully incorporated herein by this reference.
- 3.3. “Agreement Administrator”: The Agreement Administrator for this project is Michael McConville. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant
- 3.4. “Approved Fee Schedule”: Consultant’s compensation rates are set forth in the Consultant’s March 15, 2024 proposal attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.5. “Maximum Amount”: The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is **One Hundred Thousand Dollars (\$100,000)**.
- 3.6. “Commencement Date”: **June 17, 2024**
- 3.7. “Termination Date”: **June 16, 2025**

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 18 (“Termination”) below. Consultant may request extensions of time to perform the services required hereunder. Such extensions shall be effective if authorized in advance by City in writing and incorporated in written amendments to this Agreement.

5. CONSULTANT’S DUTIES

- 5.1. **Services.** Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such

changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

- 5.2. **Coordination with City.** In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator.
- 5.3. **Budgetary Notification.** Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.
- 5.4. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.
- 5.5. **Professional Standards.** Consultant shall perform all work to the highest standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict-of-interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).
- 5.6. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Consultant's performance of such work.
- 5.7. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **Beth Finestone**, shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.8. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.

- 5.9. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.
- 5.10. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 5.11. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

6. SUBCONTRACTING

- 6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.
- 6.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.

7. COMPENSATION

- 7.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.

- 7.2. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification or position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.
- 7.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.
- 7.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 7.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the City.
- 7.6. **City Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until City is satisfied that the services are satisfactory.
- 7.7. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, City shall have the right to withhold payments under this Agreement to offset that amount.

8. PREVAILING WAGES

Consultant 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 certain “public works” and “maintenance” projects including the design and preconstruction phases of a covered public works project. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

9. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material (“written products” herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

10. RELATIONSHIP OF PARTIES

- 10.1. **General.** Consultant is, and shall at all times remain as to City, a wholly independent contractor.
- 10.2. **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.
- 10.3. **Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to the City as an employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.
- 10.4. **Indemnification of CalPERS Determination.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant 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.

11. INDEMNIFICATION

- 11.1 **Definitions.** For purposes of this Section 11, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.
- 11.2 **Consultant to Indemnify City.** Where the services to be provided by Consultant under this Agreement are design professional services, as that term is defined under Civil Code Section 2782.8, Consultant agrees to indemnify, defend and hold harmless, the City, its officers, officials, employees and volunteers from any and all claims, demands, costs or liability that actually or allegedly arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant and its agents in the performance of services under this contract, but this indemnity does not apply to

liability for damages for bodily injury, property damage or other loss, arising from the sole negligence, active negligence or willful misconduct by the City, its officers, official employees, and volunteers. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of the City, then Consultant's indemnification and defense obligations shall be reduced in proportion to the established comparative liability of the City and shall not exceed the Consultant's proportionate percentage of fault.

As respects all acts or omissions which do not arise directly out of the performance of design professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, and to the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, officials, agents, employees, and volunteers from and against any claims, demands, losses, liability of any kind or nature (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees) where the same arise out of, are in connection with, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant, excepting those which arise out of the active negligence, sole negligence or willful misconduct of the City, its officers, officials, employees and volunteers.

- 11.3 **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of an indemnified party, then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.
- 11.4 **Attorneys Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of City's choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.
- 11.5 **Defense Deposit.** The City may request a deposit for defense costs from Consultant with respect to a claim. If the City requests a defense deposit, Consultant shall provide it within 15 days of the request.
- 11.6 **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City.

- 11.7 **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.
- 11.8 **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 11.9 **Civil Code.** The parties are aware of the provisions of Civil Code 2782.8 relating to the indemnification and the duty and the cost to defend a public agency by a Design Professional and agree that this Section 11 complies therewith.

12. INSURANCE

- 12.1. **Insurance Required.** Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 12.2. **Documentation of Insurance.** City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:
 - Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference:
 - project name
 - additional Insured
 - Documentation of Best's rating acceptable to the City.
 - Original endorsements effecting coverage for all policies required by this Agreement.
 - Complete, certified copies of all required insurance policies, including endorsements affecting the coverage.

- 12.3. **Coverage Amounts.** Insurance coverage shall be at least in the following minimum amounts:
 - Professional Liability Insurance: \$1,000,000 per occurrence,
\$2,000,000 aggregate
 - General Liability:
 - General Aggregate: \$2,000,000

- Products Comp/Op Aggregate \$2,000,000
- Personal & Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000
- Medical Expense (any 1 person) \$ 5,000

- Workers' Compensation:
 - Workers' Compensation Statutory Limits
 - EL Each Accident \$1,000,000
 - EL Disease - Policy Limit \$1,000,000
 - EL Disease - Each Employee \$1,000,000

- Automobile Liability
 - Any vehicle, combined single limit \$1,000,000

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to the City as additional insured. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured

- 12.4. **General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.
- 12.5. **Worker's Compensation Insurance.** Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.
- 12.6. **Automobile Liability Insurance.** Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.
- 12.7. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

- 12.8. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
- 12.9. **Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees of Calabasas must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant’s insurance policies shall be primary as respects any claims related to or as the result of the Consultant’s work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant’s insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.
- 12.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.
- 12.11. **Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days’ notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of Calabasas, Attn: [insert department or individual], 100 Civic Center Way, Calabasas, California 91302.
- 12.12. **Consultant’s Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or

self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

12.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.

12.14. **Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.

12.15. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts prior to execution of this Agreement.

City has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. Consultant shall be responsible for all premiums and deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein are subject to City's approval.

12.16. **Duty to Defend and Indemnify.** Consultant's duties to defend and indemnify City under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

13. MUTUAL COOPERATION

13.1. **City Cooperation in Performance.** City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.

13.2. **Consultant Cooperation in Defense of Claims.** If any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

14. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City

If to Consultant

Michael McConville
City of Calabasas
Administrative Services
100 Civic Center Way
Calabasas, CA 91302
Telephone: (818) 224-1600
Facsimile: (818) 225-7308

CBRE, Inc.
5921 Owensmouth Avenue
Woodland Hills, CA 91367-4939
Attn: Beth Finestone
Executive Vice President
Telephone: (818) 251-3669

With courtesy copy to:

Matthew T. Summers, City Attorney
Colantuono, Highsmith & Whatley, PC
790 E. Colorado Blvd., Ste. 850
Pasadena, CA 91101
Telephone: (213) 542-5719
Facsimile: (213) 542-5710
Email: msummers@chwlaw.us

15. SURVIVING COVENANTS

The parties agree that the covenants contained in paragraph 5.11 (Records), paragraph 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnity), paragraph 12.8 (Claims-Made Policies), paragraph 13.2 (Consultant Cooperation in Defense of Claims), and paragraph 18.1 (Confidentiality) of this Agreement shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

16. TERMINATION

- 16.1. **City Termination.** City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 16.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.
- 16.3. **Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.

- 16.4. **Remedies.** City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

17. INTERPRETATION OF AGREEMENT

- 17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by City and Consultant.
- 17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.
- 17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 17.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

18. GENERAL PROVISIONS

- 18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant

such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.

- 18.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 18.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.
- 18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or

Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.

- 18.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.10. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.
- 18.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, each party shall pay its own costs, including any accountants' and attorneys' fees expended in the action.
- 18.12. **Venue.** The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 18.13. **Recitals.** The recitals are incorporated by this reference.

(Signature page follows)

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“City”
City of Calabasas

“Consultant”
CBRE, Inc.

By: _____
Signature

By: _____
Signature

Printed: Kindon Meik
Title: City Manager
Date:

Printed: Beth Finestone, MAI, AI-GRS, FRICS, CRE
Title: Executive Vice President
Date:

By: _____
Signature

By: _____
Signature

Printed: Michael McConville
Title: Deputy City Manager
Date:

Printed: Michael R. Rowland, MAI, FRICS, CCIM
Title: Head of Risk
Date:

By: _____
Signature

Printed: Alicia Weintraub
Title: Mayor
Date:

Attest:

By: _____
Analuz Mendoza, Interim City Clerk

Date:

Approved as to form:

By: _____
Matthew T. Summers, City Attorney

Date

**“EXHIBIT A”
SCOPE OF SERVICES**



CITY *of* CALABASAS

REQUEST FOR PROPOSALS (RFP)

For

**INVENTORY AND APPRAISAL OF
VARIOUS VACANT LAND PARCELS
WITHIN THE CITY OF CALABASAS**

Issued on:

February 22, 2024

SUBMITTAL DEADLINE:

March 15, 2024, at 4:00 p.m.

CITY OF CALABASAS
Scott Trujillo, Assistant City Manager
100 Civic Center Way
Calabasas, CA 91302
Telephone: (818) 224-1658
Facsimile: (818) 225-7338

CITY OF CALABASAS

**REQUEST FOR PROPOSALS
INVENTORY AND APPRAISAL OF VARIOUS VACANT LAND PARCELS
WITHIN THE CITY OF CALABASAS**

Procedural Note:

The City of Calabasas (CITY) reserves the right, at its sole discretion, to determine whether any aspect of the response satisfactorily meets the criteria established in the RFP. The CITY reserves the right to seek additional information and/or clarification from the BID RESPONDENT, the right to confer with any prospective firm submitting a response, and the right to reject any or all responses with or without cause. The CITY reserves the right to reject any and all proposals and to waive any irregularity.

By: Scott Trujillo
Scott Trujillo, Assistant City Manager

Date: February 22, 2024



CITY of CALABASAS

NOTICE
REQUEST FOR PROPOSALS
INVENTORY AND APPRAISAL OF VARIOUS VACANT LAND PARCELS
WITHIN THE CITY OF CALABASAS

Notice is hereby given that sealed proposals will be accepted by the City of Calabasas (CITY), Office of the City Manager, **until 4:00 PM on Friday, March 15, 2024**. The inventory and appraisal of various vacant land parcels contractor shall furnish all labor, materials, and work necessary to perform an inventory and appraisal of all noted parcels within the City of Calabasas, CA.

Proposals shall be delivered and addressed to:

City of Calabasas
ATTN: Scott Trujillo, Assistant City Manager
100 Civic Center Way
Calabasas, CA 91302

Proposals shall be submitted to the City of Calabasas, along with all supporting documentation. They shall be plainly marked on the outside of the envelope, **INVENTORY AND APPRAISAL OF VARIOUS VACANT LAND PARCELS WITHIN THE CITY OF CALABASAS, CA**.

Proposals to be considered shall be received by mail or delivered to the Main Lobby of Calabasas City Hall, Office of the City Manager, attn.: Scott Trujillo, Assistant City Manager, located at 100 Civic Center Way, Calabasas, CA 91302, by **4:00 PM, March 15, 2024**.

Proposals not received by **4:00 PM, March 15, 2024**, will be considered non-responsive and will be returned unopened. No oral, telegraphic, electronic, facsimile, or telephonic proposals or modifications will be considered. Proposals postmarked prior to the submittal deadline but received after the deadline will be considered non-responsive and will be returned unopened.

The CITY hereby affirmatively ensures that minority or women business enterprises will be afforded full opportunity to submit proposals in response to this notice and will not be discriminated against on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex.

**Request for Proposal for Inventory and Appraisal
of Various Vacant Parcels within the City of Calabasas**

I. BACKGROUND INFORMATION / PURPOSE

The City of Calabasas is located in northern Los Angeles County and comprises 12.9 square miles of incorporated area. The CITY population is approximately 22,500. The CITY is a general law city operating under the Council/Manager form of government. The City Council is comprised of five members elected at large for overlapping terms, with one member serving as Mayor on an annual basis.

The purpose of this contract is to provide an update to a detailed inventory and appraisal of various vacant parcels within the City of Calabasas. The CITY has made environmental leadership a strategic priority and is interested in identifying potential real estate acquisitions for the purpose of open space designation and preservation.

To this end, the CITY had an inventory and appraisal of 18 vacant parcels conducted in 2008. Given the passage of time and the continued interest in open space acquisition, the CITY is interested in updating the 2008 inventory and appraisal and identifying any additional vacant parcels that were not previously identified and or have recently become vacant. A copy of the initial inventory and appraisal can be accessed in this RFP (Attachment 1) and at www.cityofcalabasas.com.

SCOPE OF SERVICES:

The City of Calabasas is seeking proposals from qualified appraisers to update and amend the existing inventory and appraisal of various vacant parcels within the City of Calabasas. The scope of the services includes:

1. Where accessible, a physical inspection of the subject properties and surrounding neighborhood;
2. Research and investigation of current market conditions relative to the property type being appraised;
3. Interviews, as necessary to determine current market conditions, with brokers, property owners, and managers, as well as any public agencies that might have pertinent information;
 - a. Proposals should include an allowance for at least one meeting with City staff and the two Council members that make up the City Council's Open Space Task Force.
4. Collection, verification, and analysis of public records, market data, and any other information necessary to form an opinion of value; and
5. The gathering and assembly of the descriptions, assumptions (if any), reasoning, and explanations leading to a final opinion of value within a written report.

Additional Properties: In addition to updating the appraisal(s) for the 18 properties on the inventory list included in this RFP, the successful appraiser will be asked to identify any additional parcels, 1 acre or larger, that were not previously identified and or have become vacant since the 2008 inventory and appraisal was conducted. If additional, 1-acre, or larger vacant properties are identified, the appraiser should inform the CITY of these properties. Should the CITY choose to include the additional property or properties in the inventory and appraisal of various vacant properties, authorization will be given to include them in the scope of service, and the Appraiser's fee shall be adjusted by an amount similar to those properties identified in this RFP; response to the request for proposals should include a breakdown of the fee charged for each property. Any work performed without authorization will be at the Appraiser's expense.

The Appraiser shall not enter onto private property during the performance of the contract unless specifically authorized by the property owner or his/her authorized representative in writing.

All work shall comply with the standards and guidelines of the California Bureau of Real Estate Appraisers for Certified General Appraisers.

Work under this contract, in general, shall consist of all labor, equipment, and materials to inventory and appraise various vacant properties as identified in this RFP, discovered during the course of the scope of services, and or directed by CITY staff.

All materials intended for use will be stored in a dedicated location on the Contractor's property and may be inspected and approved by the City prior to use.

MINIMUM QUALIFICATIONS

The City Manager's Office is seeking a qualified Appraiser who is able to provide the necessary personnel, equipment, and materials to complete these services in a timely and professional manner.

The Contractor shall provide the City with the contact's name and phone number of personnel responsible for the duration of the contract.

In order to qualify for selection, the proposer(s) need to meet the following minimum requirements:

1. Must be licensed by the California Bureau of Real Estate Appraisers as California Appraisal: Certified General.
2. Must be able to execute a Professional Service Agreement.
3. Must have sufficient experienced personnel and equipment to perform the work as described herein.
4. Must have a proven track record of having provided similar types of services.
5. Must demonstrate the ability to provide appropriate, courteous, client-friendly services to the public and City staff being served under this contract.

PROPOSAL REQUIREMENTS

The proposal must be complete and typed on 8.5" x 11" paper. Submit three copies of your Proposal by the deadline listed. The proposal must include:

1. Appraiser Description
 - a. Provide a complete description of your Company, including its licenses, work history, organizational structure, and number of employees.
 - b. Provide the name of the person who will be the primary contact for the CITY and their contact information.
 - c. Provide the name(s) of any personnel and their role in carrying out the scope of service.
 - d. List any licenses or certifications related to the scope of work described in this RFP of each person identified in 1.c above.
2. A list of any current and past contracts with local agencies to provide similar types of services in Los Angeles County and other cities. Include contact information. Proposals should provide references from similar projects, including name, title, and contact information
3. Fee proposal
 - a. At a minimum, the proposal should include a fee for the inventory and appraisal of all properties listed in this RFP. Appraiser may propose a fee per parcel based on size or one fee to complete the project.

- b. In addition to the fee per parcel or total for the project, identify any other fees that would be charged for providing these services.
4. There may be areas for the use of subcontractors or partners in this project. If you are utilizing this approach, your proposal must list subcontractors/partners and provide the necessary information as required of personnel working on the project listed above.
5. Include a timeline indicating all major milestones from initiation to completion.
6. Indicate a commitment to the availability of staff and resources to the CITY to complete the project in the time period proposed.
7. Indicate an ability to meet the insurance requirements found in the sample Professional Services Agreement included in this RFP (Attachment 2).
8. Proposals should not exceed 30 pages, including attachments and or supplementary documentation.

The CITY will not be responsible for any Proposer in the development of a response to this Request for Proposal or any other activities associated with this procurement, including but not limited to any onsite (or otherwise) interviews and/or presentations and/or supplemental information provided, submitted, or given to the CITY and/or its representatives. Further, the CITY reserves the right to reject any and all proposals and to determine which proposal is, in the CITY's judgment, the most responsive and responsible proposal. The CITY also reserves the right to waive any informality in any proposal. This RFP does not commit the CITY to pay any costs incurred in the preparation of any proposal, and as such, the CITY will not compensate for any cost of preparing a response to this RFP.

PROPOSAL EVALUATION

Proposals will be evaluated on a "best-value" basis. These may include:

- Completeness of the proposal;
- Experience (included years in business and familiarity with the types of properties being appraised) and References;
- Cost; and
- Past work history with the City of Calabasas.

The CITY will be the sole determiner of suitability to the CITY's needs. Proposals will be rated according to the criteria listed above, including completeness and understanding of the City's needs, conformance to the requirements, and prior experience with similar scope of work. An evaluation committee will review the proposal to determine if it meets the proposal requirements. Failure to meet any of the requirements of the Request for Proposals may cause rejection of the proposal. The evaluation committee will make a recommendation of the Appraiser for a contract to be awarded by the City Council. The CITY reserves the right to reject any or all proposals and to determine which proposal is, in the CITY's judgment, the most responsive. A selection committee will review, evaluate, and rank all accepted proposals. The selection committee will only have the response to this solicitation to review for selection of finalists; therefore, it is important that Appraisers emphasize specific information considered pertinent to the services to be provided. The committee will evaluate the proposal based on the criteria outlined below.

It is the intent of the City to award the contract to the most qualified, responsible Appraiser as detailed in the scope of services and with consideration of the potential costs for services. The CITY will negotiate with the Contractor deemed most qualified by the CITY to address the specific services to be provided, the time and order of services, staffing, areas of responsibility, and proposed fee structure, including the amount and method of payment.

All data and information gathered by the Contractor and its agents, including this RFP and all supplemental information, shall be treated by the Appraiser and its agents as confidential. The Appraiser and its agents shall not disclose or communicate the aforesaid matters to a third party or use them in advertising, propaganda, and /or in another job or jobs unless written consent is obtained from the CITY.

Appraisers are solely responsible for conducting their own independent research and other work necessary for the preparation of proposals, negotiation of agreements, and the subsequent delivery of services pursuant to any agreement. In no event may Appraisers rely on any oral statement.

Should the Appraiser find discrepancies in, or omissions from, this RFP and related documents, or should the Appraiser be in doubt as to meaning, the Appraiser should immediately notify the CITY's designated representative and, if the point in question is not clearly set forth, a written addendum or bulletin of instructions will be made available on the CITY's website: www.cityofcalabasas.com. Each person requesting an interpretation will be responsible for the delivery of such requests to the CITY's designated representative in writing, as outlined in this RFP. The CITY will not be bound by or responsible for any explanation or interpretation of the proposed documents other than those given in writing.

If you are interested in performing this work, please submit three (3) copies of a proposal (not to exceed 30 pages) to the City by Friday, March 15, 2024, before 4:00 pm. If you have questions, please contact Scott Trujillo, Assistant City Manager, at strujillo@cityofcalabasas.com. **The deadline to submit questions for response is Friday, March 8, 2024, before 4:00 pm.**

By Mail:

Scott Trujillo, Assistant City Manager
City of Calabasas, Office of the City Manager
Inventory and Appraisal of Various Vacant Properties Proposal
100 Civic Center Way
Calabasas, CA 91302

In-Person:

The package must be clearly labeled before being dropped off at the Public Counter.

City of Calabasas, Office of the City Manager
Inventory and Appraisal of Various Vacant Properties Proposal
100 Civic Center Way
Calabasas, CA 91302

Electronic copies will not be accepted in lieu of printed proposals.

Staff anticipates awarding this Professional Service Agreement on April 24, 2024.

List of Attachments:

- Attachment 1 – Inventory List of Various Vacant Parcels in the City of Calabasas (2008)
- Attachment 2 – Sample Professional Services Agreement

Attachment 1

**Inventory of Various Vacant Parcels in the City of Calabasas
(2008)**

APPRAISAL SUMMARY

PROPERTY TYPE, LOCATION: Vacant Land Parcels
Calabasas, California

DATE OF VALUE: April 8, 2008

PROPERTY RIGHTS
APPRAISED: Market Value of the Fee Simple Estate

The following tables are used to help the reader view the concluded values of this report. The term "Concluded Value Range" is used for individual parcels within any particular site. The term "Concluded Aggregate Value Range" is used for a group of parcels that make up a portion of any particular site. This aggregate value is used where common ownership and/or plottage for an assemblage may increase the value. And finally, the term "Concluded Aggregate Site Value Range" is used to establish a value for an entire site of parcels where there is common ownership and plottage value. The sites as arranged in this report, were established by the client and have been maintained by the appraisers.

Site	Assessor's Parcel No.	Size/Acres	Concluded Value Range	Page
1	2069-078-009	41.40±	\$4,500,000 - \$5,200,000	21
	2069-078-011	35.93±	\$1,450,000 - \$1,800,000	23
Concluded Aggregate Site Value Range			\$7,000,000 - \$8,500,000	24

Site	Assessor's Parcel No.	Size/Acres	Concluded Value Range	Page
2	2069-020-001	22.36±	\$700,000 - \$800,000	25

Site	Assessor's Parcel No.	Size/Acres	Concluded Value Range	Page
3	2080-013-004	80.00±	\$2,000,000 - \$2,400,000	27
	2080-013-006	40.00±	\$1,000,000 - \$1,200,000	29
	2080-014-002	40.00±	\$1,000,000 - \$1,200,000	31
	2080-014-003	1.10±	\$300,000 - \$350,000	33
	2080-022-008	3.75±	\$325,000 - \$350,000	34
	2080-022-010	1.28±	\$100,000 - \$125,000	35
	2080-022-013	8.76±	\$800,000 - \$850,000	37
Concluded Aggregate Site Value Range			\$6,000,000 - \$7,250,000	38

<u>Site</u>	<u>Assessor's Parcel No.</u>	<u>Size/Acres</u>	<u>Concluded Value Range</u>	<u>Page</u>
4	2080-014-004	15.67±	\$1,500,000 - \$2,000,000	39

<u>Site</u>	<u>Assessor's Parcel No.</u>	<u>Size/Acres</u>	<u>Concluded Value Range</u>	<u>Page</u>
5	2072-023-013	5.00±	\$400,000 - \$450,000	41
	2072-023-014	5.00±	\$400,000 - \$450,000	43
	2072-023-016	8.99±	\$700,000 - \$750,000	44
	Concluded Aggregate Value Range		\$1,700,000 - \$1,900,000	45

<u>Site</u>	<u>Assessor's Parcel No.</u>	<u>Size/Acres</u>	<u>Concluded Value Range</u>	<u>Page</u>
5	2072-023-015	5.00±	\$400,000 - \$450,000	46

<u>Site</u>	<u>Assessor's Parcel No.</u>	<u>Size/Acres</u>	<u>Concluded Value Range</u>	<u>Page</u>
6	2069-016-038	8.40±	\$775,000 - \$855,000	48

<u>Site</u>	<u>Assessor's Parcel No.</u>	<u>Size/Acres</u>	<u>Concluded Value Range</u>	<u>Page</u>
7	4455-001-006	80.00±	\$1,600,000 - \$2,000,000	50
	4455-025-010	34.00±	\$700,000 - \$750,000	51
	4455-002-013	40.00±	\$800,000 - \$900,000	53

<u>Site</u>	<u>Assessor's Parcel No.</u>	<u>Size/Acres</u>	<u>Concluded Value Range</u>	<u>Page</u>
8	2052-011-046&047, 2052-015-009	16.12±		55
	Concluded Aggregate Value Range		\$650,000 - \$750,000	59

<u>Site</u>	<u>Assessor's Parcel No.</u>	<u>Size/Acres</u>	<u>Concluded Value Range</u>	<u>Page</u>
8	2052-015-007&008	0.60±		61
	Concluded Aggregate Value Range		\$180,000 - \$220,000	63

<u>Site</u>	<u>Assessor's Parcel No.</u>	<u>Size/Acres</u>	<u>Concluded Value Range</u>	<u>Page</u>
9	4455-027-005	39.86±	\$850,000 - \$950,000	64
	4455-014-001	39.79±	\$850,000 - \$950,000	65
	Concluded Aggregate Site Value Range		\$1,800,000 - \$2,000,000	66

<u>Site</u>	<u>Assessor's Parcel No.</u>	<u>Size/Acres</u>	<u>Concluded Value Range</u>	<u>Page</u>
10	2072-024-006	2.10±	\$140,000 - \$160,000	67
	2072-024-005	3.12±	\$190,000 - \$225,000	69

<u>Site</u>	<u>Assessor's Parcel No.</u>	<u>Size/Acres</u>	<u>Concluded Value Range</u>	<u>Page</u>
10	2072-024-015	25.93±	\$1,100,000 - \$1,200,000	71
	2072-024-016	12.60±	\$550,000 - \$600,000	72
	2072-027-003	55.03±	\$1,900,000 - \$2,200,000	74
	Concluded Aggregate Value Range		\$3,900,000 - \$4,300,000	75

<u>Site</u>	<u>Assessor's Parcel No.</u>	<u>Size/Acres</u>	<u>Concluded Value Range</u>	<u>Page</u>
11	2072-001-003	12.63±	\$1,300,000 - \$1,400,000	76

<u>Site</u>	<u>Assessor's Parcel No.</u>	<u>Size/Acres</u>	<u>Concluded Value Range</u>	<u>Page</u>
12	2080-013-007	0.38±	\$10,000 - \$15,000	78
	2080-013-008	40.00±	\$1,000,000 - \$1,200,000	80
	Concluded Aggregated Site Value Range		\$1,000,000 - \$1,200,000	81

<u>Site</u>	<u>Assessor's Parcel No.</u>	<u>Size/Acres</u>	<u>Concluded Value Range</u>	<u>Page</u>
13	4455-002-005	40.00±	\$800,000 - \$900,000	82
	4455-002-014	20.00±	\$450,000 - \$500,000	84
	4455-002-015	20.00±	\$450,000 - \$500,000	85
	4455-002-010	40.00±	\$800,000 - \$900,000	86
	4455-002-008	10.00±	\$250,000 - \$275,000	88
	4455-002-009	20.00±	\$450,000 - \$500,000	89
	4455-002-007	10.00±	\$250,000 - \$275,000	91
	4455-002-012	40.00±	\$800,000 - \$900,000	92
	4455-004-014	10.00±	\$250,000 - \$275,000	93
	4455-004-020	10.00±	\$250,000 - \$275,000	95
	4455-004-021	20.00±	\$450,000 - \$500,000	96
	4455-004-044	35.00±	\$700,000 - \$800,000	97

<u>Site</u>	<u>Assessor's Parcel No.</u>	<u>Size/Acres</u>	<u>Concluded Value Range</u>	<u>Page</u>
14	2080-013-001	105.32±	\$2,300,000 - \$2,850,000	99

<u>Site</u>	<u>Assessor's Parcel No.</u>	<u>Size/Acres</u>	<u>Concluded Value Range</u>	<u>Page</u>
15	2080-013-003	40.00±	\$1,000,000 - \$1,200,000	101

<u>Site</u>	<u>Assessor's Parcel No.</u>	<u>Size/Acres</u>	<u>Concluded Value Range</u>	<u>Page</u>
16	4455-004-025	16.06±	\$500,000 - \$550,000	103
	4455-004-010	10.00±	\$250,000 - \$275,000	105
	4455-004-057	17.19±	\$390,000 - \$450,000	106
	4455-004-058	20.00±	\$450,000 - \$500,000	108
	4455-004-059	20.00±	\$450,000 - \$500,000	109
	4455-004-060	10.00±	\$250,000 - \$275,000	111
	Concluded Aggregate Site Value Range		\$2,600,000 - \$3,000,000	112

<u>Site</u>	<u>Assessor's Parcel No.</u>	<u>Size/Acres</u>	<u>Concluded Value Range</u>	<u>Page</u>
17	4455-004-046	28.40±	\$850,000 - \$1,000,000	113

<u>Site</u>	<u>Assessor's Parcel No.</u>	<u>Size/Acres</u>	<u>Concluded Value Range</u>	<u>Page</u>
18	2080-014-006	20.23±	\$600,000 - \$650,000	115

“EXHIBIT B”
APPROVED FEE SCHEDULE

The fee for the completion of the inventory and appraisal services of all properties listed on the Scope of Services inventory list is \$65,000. This fee is all inclusive. No additional costs will be charged for mileage, printing, or other direct costs.

Any additional parcels identified shall be included at the rate of \$3,600 per property, assuming the appraisal services are completed at the same time as the original 18 sites, and that the new properties are sufficiently similar to the 18 originally bid on so that there is no need to conduct additional comparable data research.

“EXHIBIT B”
APPROVED FEE SCHEDULE

CBRE VALUATION & ADVISORY SERVICES

CBRE

**RESPONSE TO REQUEST FOR PROPOSAL (RFP) FOR INVENTORY AND
APPRAISAL OF VARIOUS VACANT LAND PARCELS WITHIN THE CITY OF
CALABASAS**

March 15, 2024

Prepared For:

City of Calabasas
ATTN: Scott Trujillo, Assistant City Manager
100 Civic Center Way
Calabasas, CA 91302

Prepared By:

Beth B. Finestone, MAI, AI-GRS, FRICS, CRE
Executive Vice President
CBRE, Inc.
5921 Owensmouth Avenue
Woodland Hills, CA 91367
T: (818) 251-3669
E: Beth.Finestone@cbre.com



5921 Owensmouth Avenue
Woodland Hills, CA 91367
Beth.Finestone@cbre.com
www.cbre.com

Beth B. Finestone, MAI, AI-GRS, FRICS, CRE
Executive Vice President
CBRE, Inc.
Valuation & Advisory Services

March 15, 2024

City of Calabasas
ATTN: Scott Trujillo, Assistant City Manager
100 Civic Center Way
Calabasas, CA 91302

Submitted via Hand Delivery

Dear Mr. Trujillo:

CBRE, Inc. is pleased to respond to your Request for Proposals for Inventory and Appraisal of Various Vacant Land Parcels Within the City of Calabasas (RFP) on behalf of the City of Calabasas (City). This proposal is submitted to comply with the submission deadline of no later than 4:00 pm on March 15, 2024.

We have handled a significant number of assignments which are relevant to the appraisal needs of the City. These include providing various consulting services including appraisals, valuation rebuttals, and general market commentary. Our appraisals have involved a variety of property types, however Ms. Finestone and her team specialize in the valuation of land. A significant number of our appraisals have been completed for conservation agencies and other public agencies. Our appraisals generally involve making a determination of the highest and best use of the site(s) to be appraised and then basing our valuation on our concluded highest and best use.

We further understand the Scope of Work as presented in Exhibit A in the RFP, as our team members proposed to work with the City have been offering these services, throughout Southern California, to public agencies and the private sector for many years. Our select appraisers specialize in the valuation of land, both developable and land with a highest and best use of open space or conservation. We are often called upon to value land for mitigation, conservation, and land that is identified as wetlands. We often value single-family acreage that is being acquired to put into conservation.

Project Understanding

We understand that the City is seeking an update to a detailed inventory and appraisal of various vacant parcels within the City limits, and that the City has made environmental leadership a strategic priority and is interested in identifying potential real estate acquisitions for the purpose of open space designation and preservation. The City previously had an inventory and appraisal of 18 vacant parcels conducted in 2008. The City is interested in updating the 2008 inventory and appraisal and identifying any additional vacant parcels that were not previously identified and or have recently become vacant. Our understanding of the initial inventory and appraisal(s) can be found following this page as Appraisal Summary – Site List.

In addition to updating the appraisal(s) for the 18 properties on the inventory list included in this RFP, we understand that we will be required to identify any additional parcels, 1 acre or larger, that were not previously identified and or have become vacant since the 2008 inventory and appraisal was conducted. If additional, 1-acre, or larger vacant properties are identified, we will inform the City of these properties. Should the City choose to include the additional property or properties in the inventory and appraisal of various vacant properties, we understand that authorization will be given to include them in the scope of service, and our fee will be adjusted by an amount similar to those properties identified in this RFP.

Following this letter is a summary of our firm's experience and capabilities relevant to the City's needs in support of this RFP, including other relevant attachments. This proposal is valid at any time following the submission deadline.

We appreciate the opportunity of being asked to provide this proposal and hope it is responsive to your request. We will be happy to provide any supplemental information to assist in your decision-making process and to meet with you at your convenience to discuss this. Thank you for the opportunity of submitting our qualifications for the required appraisal services to the City. We are very pleased with the prospect of working with you. If you have any questions or comments, please do not hesitate to contact me.

Best regards – CBRE, VALUATION & ADVISORY SERVICES

Beth B. Finestone, MAI, AI-GRS, FRICS, CRE
Executive Vice President

APPRAISAL SUMMARY - SITE LIST*

Site	Assessor's Parcel No.	Size / Acres	Concluded Value Range	Page
1	2069-078-009	41.40±	\$4,500,000 - \$5,200,000	21
	2069-078-011	35.93±	\$1,450,000 - \$1,800,000	23
Concluded Aggregate Site Value Range			\$7,000,000 - \$8,500,000	24

Site	Assessor's Parcel No.	Size / Acres	Concluded Value Range	Page
2	2069-020-001	22.36±	\$700,000 - \$800,000	25

Site	Assessor's Parcel No.	Size / Acres	Concluded Value Range	Page
3	2080-013-004	80.00±	\$2,000,000 - \$2,400,000	27
	2080-013-006	40.00±	\$1,000,000 - \$1,200,000	29
	2080-014-002	40.00±	\$1,000,000 - \$1,200,000	31
	2080-014-003	1.10±	\$300,000 - \$350,000	33
	2080-022-008	3.75±	\$325,000 - \$350,000	34
	2080-022-010	1.28±	\$100,000 - \$125,000	35
	2080-022-013	8.76±	\$800,000 - \$850,000	37
	Concluded Aggregate Site Value Range			\$6,000,000 - \$7,250,000

Site	Assessor's Parcel No.	Size / Acres	Concluded Value Range	Page
4	2080-014-004	15.67±	\$1,500,000 - \$2,000,000	39

Site	Assessor's Parcel No.	Size / Acres	Concluded Value Range	Page
5	2072-023-013	5.00±	\$400,000 - \$450,000	41
	2072-023-014	5.00±	\$400,000 - \$450,000	43
	2072-023-016	8.99±	\$700,000 - \$750,000	44
Concluded Aggregate Site Value Range			\$1,700,000 - \$1,900,000	45

Site	Assessor's Parcel No.	Size / Acres	Concluded Value Range	Page
5	2072-023-015	5.00±	\$400,000 - \$450,000	46

Site	Assessor's Parcel No.	Size / Acres	Concluded Value Range	Page
6	2069-016-038	8.40±	\$775,000 - \$855,000	48

Site	Assessor's Parcel No.	Size / Acres	Concluded Value Range	Page
7	4455-001-006	80.00±	\$1,600,000 - \$2,000,000	50
	4455-025-010	34.00±	\$700,000 - \$750,000	51
	4455-002-013	40.00±	\$800,000 - \$900,000	53

Site	Assessor's Parcel No.	Size / Acres	Concluded Value Range	Page
8	2052-011-046&047, 2052-015-009	16.12±		55
	Concluded Aggregate Site Value Range			\$650,000 - \$750,000

Site	Assessor's Parcel No.	Size / Acres	Concluded Value Range	Page
8	2052-015-007&008	0.60±		61
Concluded Aggregate Site Value Range			\$180,000 - \$220,000	63

Site	Assessor's Parcel No.	Size / Acres	Concluded Value Range	Page
9	4455-027-005	39.86±	\$850,000 - \$950,000	64
	4455-014-001	39.79±	\$850,000 - \$950,000	65
Concluded Aggregate Site Value Range			\$1,800,000 - \$2,000,000	66

Site	Assessor's Parcel No.	Size / Acres	Concluded Value Range	Page
10	2072-024-006	2.10±	\$140,000 - \$160,000	67
	2072-024-005	3.12±	\$190,000 - \$225,000	69

Site	Assessor's Parcel No.	Size / Acres	Concluded Value Range	Page
10	2072-024-015	25.93±	\$1,100,000 - \$1,200,000	71
	2072-024-016	12.60±	\$550,000 - \$600,000	72
	2072-027-003	55.03±	\$1,900,000 - \$2,200,000	74
Concluded Aggregate Site Value Range			\$3,900,000 - \$4,300,000	75

APPRAISAL SUMMARY - SITE LIST (CONTINUED)*

Site	Assessor's Parcel No.	Size / Acres	Concluded Value Range	Page
11	2072-001-003	12.63±	\$1,300,000 - \$1,400,000	76

Site	Assessor's Parcel No.	Size / Acres	Concluded Value Range	Page
12	2080-013-007	0.38±	\$10,000 - \$15,000	78
	2080-013-008	40.00±	\$1,000,000 - \$1,200,000	80
	Concluded Aggregated Site Value Range		\$1,000,000 - \$1,200,000	81

Site	Assessor's Parcel No.	Size / Acres	Concluded Value Range	Page
13	4455-002-005	40.00±	\$800,000 - \$900,000	82
	4455-002-014	20.00±	\$450,000 - \$500,000	84
	4455-002-015	20.00±	\$450,000 - \$500,000	85
	4455-002-010	40.00±	\$800,000 - \$900,000	86
	4455-002-008	10.00±	\$250,000 - \$275,000	88
	4455-002-009	20.00±	\$450,000 - \$500,000	89
	4455-002-007	10.00±	\$250,000 - \$275,000	91
	4455-002-012	40.00±	\$800,000 - \$900,000	92
	4455-004-014	10.00±	\$250,000 - \$275,000	93
	4455-004-020	10.00±	\$250,000 - \$275,000	95
	4455-004-021	20.00±	\$450,000 - \$500,000	96
	4455-004-044	35.00±	\$700,000 - \$800,000	97

Site	Assessor's Parcel No.	Size / Acres	Concluded Value Range	Page
14	2080-013-001	105.32±	\$2,300,000 - \$2,850,000	99

Site	Assessor's Parcel No.	Size / Acres	Concluded Value Range	Page
15	2080-013-003	40.00±	\$1,000,000 - \$1,200,000	101

Site	Assessor's Parcel No.	Size / Acres	Concluded Value Range	Page
16	4455-004-025	16.06±	\$500,000 - \$550,000	103
	4455-004-010	10.00±	\$250,000 - \$275,000	105
	4455-004-057	17.19±	\$390,000 - \$450,000	106
	4455-004-058	20.00±	\$450,000 - \$500,000	108
	4455-004-059	20.00±	\$450,000 - \$500,000	109
	4455-004-060	10.00±	\$250,000 - \$275,000	111
	Concluded Aggregate Site Value Range		\$2,600,000 - \$3,000,000	112

Site	Assessor's Parcel No.	Size / Acres	Concluded Value Range	Page
17	4455-004-046	28.40±	\$850,000 - \$1,000,000	113

Site	Assessor's Parcel No.	Size / Acres	Concluded Value Range	Page
18	2080-014-006	20.23±	\$600,000 - \$650,000	115

*Details concerning the land area(s), APN(s), and value ranges are taken from information provided from the City's RFP. They are subject to verification during the course of our appraisal(s). The concluded value range and page numbers relate to the previous appraisal that was completed. These values will be updated in our appraisal.

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1. APPRAISER DESCRIPTION

A. OVERVIEW OF CBRE, INC.

FIRM PROFILE

CBRE, Inc. is the largest commercial real estate services and investment firm in the world, with the #1 global market position in leasing, property sales, outsourcing, property management and valuation. CBRE is also the largest commercial property developer in the United States and has nearly \$149B of Assets Under Management within our Global Investors business. Our more than 115,000 employees serve clients in over 100 countries, including over 95% of the Fortune 100. CBRE is based in Dallas, Texas and operates more than 450 offices worldwide and has clients in more than 100 countries.

CBRE's Valuation and Services Advisory Group (VAS) represents the largest appraisal firm in the world with more than 1,900 valuation professionals, completing in excess of 470,000 real estate valuation and advisory assignments each year. CBRE has a proven track record of providing valuation and advisory services for state, regional, and local governmental entities including counties, cities and other municipalities. CBRE has the knowledge and expertise to provide appraisal services and expert witness testimony.

The CBRE team proposing on this RFP are select members of the VAS Southern California Right of Way team which specializes in preparing reports for public agencies (including conservation groups), right of way projects (eminent domain) and for litigation support. Our client base is focused on serving public agencies, right of way firms, and the legal profession. We also serve investment advisory firms, corporations, developers, investors, and financial institutions. Our team's primary service area is Southern California, including Los Angeles, Orange, Riverside, San Bernardino, Ventura, Santa Barbara, Imperial and San Diego counties; other offices of CBRE, Inc. allow us to provide full coverage throughout the State of California.

FIRM QUALIFICATIONS

All CBRE staff members identified in this proposal hold a minimum of a Bachelor's degree. In addition, all senior professional staff members are current in their continuing education requirements in their status as certified general appraisers in the State of California. Accordingly, they are sufficiently familiar with the requirements of the *Uniform Standards of Professional Appraisal Practice* (USPAP) and especially with Standards Rules 1 and 2 that apply to the development of real property appraisals and the preparation of real property appraisal reports. The requirements of all applicable regulations are reviewed on a regular (and not less than annual) basis to assure our current knowledge of these requirements and the full compliance of our appraisal development and reporting. Similarly, our staff is well versed in preparing appraisals subject to the California Code of Civil Procedure as well as the Caltrans Right of Way Manual. Beth B. Finestone is also a certified Yellow Book (Uniform Appraisal Standards for Federal Land Acquisitions) appraiser.

Select staff members belong to and are active members of professional organizations such as Appraisal Institute (AI), the International Right of Way Association (IRWA), the Counselors of Real Estate (CRE), and the Royal Institution of Chartered Surveyors (RICS). The education provided by these organizations provides a foundation for the appraisal methodologies which include acquisition and disposition appraisals, full and partial takings, easement and other limited property rights assignments, corridor valuation assignments, and the analysis of market rent for both vacant land and improved properties.

Our VAS Southern California ROW team is capable of providing full valuation services within the scope of a defined assignment, including analysis and definition of the appraisal problem, accurate and timely estimation of time and cost to the City to complete the Project, research and data verification, highest and best use analysis, field inspection, valuation analysis, and reporting writing. This also includes updating the City's inventory list. In addition, CBRE, Inc.'s senior professionals can serve as expert witnesses in support of their work product in court and/or before arbitration boards. All of our work conforms to best business practices as generally recognized by other market participants, including other government agencies.

FIRM WORK HISTORY AND EXPERIENCE

CBRE, Inc. was founded in 1906, and has been providing real estate appraisal services for over 115 years. Please note that our previous operations, Integra Realty Resources – Los Angeles (Ellis Group, Inc.) and Integra Realty Resources – Orange County (Elizabeth M. Kiley, Inc.) were acquired by CBRE, Inc. on March 10, 2023. All key team members proposed for work in support of the City's Project have over ten years of experience in providing appraisal services for public agencies.

We are qualified to perform, and have previously completed, the following types of appraisal services on behalf of other public agency clients:

- Real property appraisals for acquisition, disposition, tax assessment, financing, (including bond financing), and other purposes such as Mello-Roos Community Facilities projects and Quimby Act.
- Valuation of land for mitigation purposes and land being purchased to put into conservation.

CBRE REQUEST FOR PROPOSAL (RFP) FOR INVENTORY AND APPRAISAL OF VARIOUS VACANT LAND PARCELS WITHIN THE CITY OF CALABASAS FOR VALUATION, CONSULTING, AND ADVISORY SERVICES

- Address complex valuation problems related to undeveloped land at various stages of the entitlement process, and we assist clients to analyze markets and feasibility.
- Benchmark appraisal studies. These can be for land, rental rates, in-lieu fees, etc.
- Appraisals of full and partial acquisitions, including all types of easements, air rights and corridor valuations.
- Review Appraisals for all types of appraisals, both as “desk reviews” and as “field reviews.”
- Expert Testimony to support our appraisal opinions.
- Rental rate resetting studies for land and improved properties. For land we are often called upon to determine land values for a hypothetical property for use in setting land (ground) rental rates in an area. These can be used to set general land rental or improved property rates, or for use with the Quimby Act. These properties may include special-use sites such as flood control channels, rail corridors or transmission line corridors.
- Other consulting studies, as referenced on the professional qualifications.

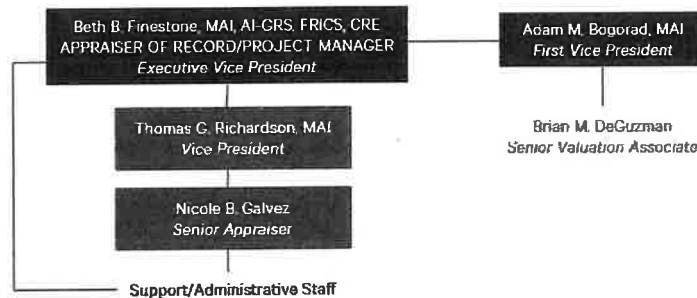
A substantial number of our clients retain us because of our ability to understand complex real estate valuation issues, to frame assignments in a manner which our clients (and the courts) can understand, and to be in a position of supporting our analysis and conclusions through the litigation process (including expert testimony at bench and jury trials). While litigation related appraisals are a big part of our practice, an equally large component of our business relates to right of way acquisition appraisals and public agency clients.

We have handled a significant number of assignments which are relevant to the appraisal needs of the City. These include the appraisals of all types of land including residential subdivision acreage, residential lots, and land with a highest and best use of open space or passive recreational use. Much of the land we appraise may have speculative development potential but is not financially feasible to develop currently. Additionally, we have experience appraising all types of commercial and industrial land. A partial summary of pertinent work experience can be found in the “References” section of this proposal.

In addition to real estate valuation, we also complete specialized studies, including market demand, feasibility, highest and best use, reuse analysis, potential value diminution (from both internal and external influences), the valuation of partial interests, and the study of damages and benefits that may arise in condemnation matters.

ORGANIZATIONAL STRUCTURE

CBRE, Inc. is pleased to present our assembled team with a proven track record to perform appraisal services. The following organizational chart shows the members of our firm proposed for work with the City. The principal appraiser for the City’s Project will be Beth B. Finestone, an Executive Vice President for CBRE. Ms. Finestone will be supported by one or more of the appraisers listed below who is at a level of Senior Appraiser or higher. The services of our administrative staff member will be coordinated by Beth Finestone, MAI, AI-GRS, FRICS, CRE.



NUMBER OF EMPLOYEES

CBRE’s extensive experience combined with our depth and breadth of staffing differentiates our firm from others in the market. The CBRE VAS Southern California team consists of 11 appraisers that specialize in serving the need of public agencies, right of way and the legal profession. We are experienced in the appraisal various property types and have a combined experience of over 265 years in condemnation/eminent domain-related projects. Being part of the CBRE network allows our team of appraisers to leverage from the resources associated with the greater CBRE organization. **Please note that the CBRE team proposing on this RFP are four select members (see above) of the VAS Southern California Right of Way team which specialize in preparing land valuations.**

B. DESIGNATED PROJECT MANAGER

Beth B. Finestone, MAI, AI-GRS, FRICS, CRE, Executive Vice President will be the primary contact for the City in support of this RFP. Ms. Finestone is legally authorized to sign documents on behalf of CBRE, Inc. Her contact information is noted in our cover page to this response.

C. KEY PERSONNEL

As noted in our above referenced Organizational Structure, the principal appraiser for the City's Project will be Beth B. Finestone who will be supported by one or more of the appraisers listed below who is at a level of Senior Appraiser or higher. Our Senior Valuation Associate may be called upon to provide research assistance. The services of our administrative staff member will be coordinated by our designated Project Manager for the City, Beth Finestone, MAI, AI-GRS, FRICS, CRE. The qualifications of the senior professionals proposed to work with the City are described in more detail below. Their experience represents a combined level of real property appraisal experience exceeding 85 years. Beth B. Finestone, MAI, AI-GRS, FRICS, CRE, Executive Vice President, will be the Project Manager for the City's Project for the duration of the agreement. Expanded professional qualifications for all key personnel are included following page four to this proposal.

Appraiser of Record/Project Manager: Beth Finestone, MAI, AI-GRS, FRICS, CRE, is an Executive Vice President of VAS in Southern California. She has over 40 years of appraisal experience and specializes in valuation and consulting services related to public agency clients. She also has significant experience with major, investment-grade commercial properties, e.g., office, industrial, retail, multifamily, land, and special purpose properties. Ms. Finestone has also been very active in the appraisal of land, both entitled and unentitled. She has been involved in the appraisal of open space land, land for mitigation purposes and valuing various types of land for conservation purposes. Ms. Finestone was the 2019 president for the Southern California Chapter of the Appraisal Institute (SCCAI), the largest AI chapter in the United States. Ms. Finestone's clients include public agencies, right of way firms, law firms, lenders, institutional investors, major corporations, and individual property owners. Her services include a wide range of specialized studies including ground lease rent studies, partial interest acquisitions, value diminution (from both internal and external influences), market demand, feasibility, severance damages and project benefits, investment analysis, assessment allocation, reuse analysis, and the valuation of partial interests including leasehold, leased fee, possessory interests, and minority interests. Ms. Finestone is well known as an appraiser with expertise in the valuation of land, both entitled and unentitled. She has completed numerous benchmark studies and has been involved in the appraisal of a number of properties for the purpose of determining market rent for rental resets. Ms. Finestone has been involved in numerous appraisals of large tracts of land requiring a detailed highest and best use analysis and is very experienced in appraising land to be acquired for conservation or mitigation purposes. In addition, Ms. Finestone has been a featured speaker at various seminar presentations on behalf of the IRWA, RICS, SCCAI, and the AI.

Principal Member/MAI Reviewer: Adam M. Bogorad, MAI, serves as a First Vice President of VAS in Southern California and has been involved in commercial real estate valuations since 2005. His past work includes the completion of appraisals for a wide variety of property types, including major commercial, industrial, office, multi-residential projects, and special-use properties. He has worked on many high-profile right of way projects, including the California High Speed Rail project, the Los Angeles Metro Expo and Purple Line expansions, and the Redondo Beach King Harbor revitalization, among many others. His work also encompasses litigation support related to value diminution, loss of use, eminent domain, and other issues related to real property. Prior experience in the financial services industry offers Mr. Bogorad an insight into economic factors that impact the real estate markets. Mr. Bogorad has qualified as an expert witness in the Superior Court of California and has testified during trial. In 2012 Mr. Bogorad was one of five employees among over 900 to receive the Integra Excellence Award. In 2015 Mr. Bogorad was invited to be a guest presenter at the IRWA Annual Education Conference in San Diego to showcase complex case studies related to previously completed work on the California High Speed Rail project. In 2017 Mr. Bogorad was nominated as a member of the Education Subcommittee for the SCCAI after having served for two years as a Regional Representative. In 2019 Mr. Bogorad became committee chair and a voting board member for the Chapter. In 2021 Mr. Bogorad was elected as the Secretary of the SCCAI Executive Board and is currently the 2024 President of the Chapter.

Team Member: Thomas Richardson, MAI, serves as Vice President of VAS in Southern California and has been involved in commercial real estate valuations since 2012. His experience includes consulting and appraisals for improved properties such as single- and multifamily residences, restaurants, shopping centers, office buildings, warehouses, retail and industrial condominiums, mixed-use commercial and residential buildings, religious facilities, and special purpose properties. Additionally, he has valued various categories of land including agricultural, residential, commercial, open space/recreational, saltwater marshland, solar farm, and mitigation land. His work has been utilized by various public agencies, law firms, financial institutions, and property owners for right-of-way, disposition, bond financing, lease negotiations, and in-lieu fees. His recent appraisal work for right-of-way-related purposes includes assignments for the San Juan Creek Bridge Replacement Project, Los Nietos Safe Routes to School Project, Playa Del Rey Wastewater Line Project, I-405 Improvement Project, Culver University Improvement Project, Regional Connector Transit Project, Century Boulevard Mobility Improvement Project, Riverside Transmission Reliability Project, Centennial Corridor Project, and California High Speed Rail Authority.

Team Member: Nicole Galvez serves as a Senior Appraiser of VAS in Southern California and has been involved in commercial real estate valuations since 2014. Ms. Galvez specializes in the valuation of land being purchased to put into conservation. Services rendered involve appraisal report preparation for vacant land, residential, commercial, industrial, and other income producing properties for institutional and acquisition purposes, partial acquisition valuation, including determination of severance damages and/or benefits for public projects, and preparation of cost studies for budget purposes involving public projects. Other assignments include appraisals for inverse condemnation. Types of projects appraised include street widening, freeway, pipeline, and flood control.

D. LICENSES, CERTIFICATIONS, AND DESIGNATIONS

Please note all key personnel are licensed as Certified General Real Estate Appraisers by the State of California, Bureau of Real Estate Appraisers (BREA). All senior professional staff members are current in their continuing education requirements in their status as Certified General Appraisers (CGA) in the State of California. Below is list of names of our firm’s appraisers currently licensed by the BREA. Please note that three members of our team, hold the MAI designation and one is a member of the prestigious CRE organization and holds the Fellows of the Royal Institution of Chartered Surveyors (FRICS) designation from RICS.

Name/Title	CGA License No.	MAI No.
Beth Finestone, MAI, AI-GRS, FRICS, CRE Executive Vice President Project Manager	AG004030	7973
Adam M. Bogorad, MAI First Vice President	AG038741	479923
Thomas G. Richardson, MAI Vice President	3004940	589683
Nicole B. Galvez Senior Appraiser	3005597	

Our authorized representative of the firm who holds the legal authority to bind the firm currently holds the CRE certification, is a Fellows of RICS and holds the AI-General Review Specialist (GRS) credential from the AI.

Name/Title	CRE No.	FRICS No.	AI-GRS No.
Beth Finestone, MAI, AI-GRS, FRICS, CRE Executive Vice President Project Manager	2706	1259538	7973

Collectively, CBRE staff members, have a particularly strong background in providing a variety of appraisal services with a specialization in the appraisal of land. We also review outside appraisals for our public agency clients and are often called upon to provide consulting services.

2. FIRM RECORD OF WORK HISTORY

CURRENT AND PAST CONTRACTS

The strength of our team, our management structure, report quality and on-time delivery is evidenced by the number of on-call contracts we have with organizations such as the City of Los Angeles – General Services Department, City of Los Angeles – Chief Administrative Officer, City of Los Angeles – Housing Department, City of Los Angeles Department of Public Works – Bureau of Engineering, City of Los Angeles – Housing Authority, City of Los Angeles Office of the City Administrative Officer, City of Los Angeles – City Attorney, City of Los Angeles – Economic and Workforce Development Department, City of Los Angeles – Harbor Department, City of Los Angeles – Department of Water and Power (LADWP), Los Angeles County Department of Public Works (LACDPW), City of Anaheim, City of Santa Ana, City of Hermosa Beach, City of Inglewood, City of Lancaster, City of Long Beach, Los Angeles Unified School District, Orange County Transportation Authority (OCTA), Orange County Flood Control District (OCFCD), Los Angeles County Metropolitan Transportation Authority (LACMTA), Metropolitan Water District of Southern California (MWD), Port of Long Beach, Southern California Edison Company (SCE), Southern California Gas Company (SoCal Gas), Riverside County Transportation Commission (RCTC), the City of Riverside, City of Ontario, Housing Authority of the County of San Bernardino, City of Fresno – Airports Department, and the North County Transit District. Please note that many of the contracts referenced above are contracts we were awarded when our team was independently owned and operated as Ellis Group, Inc. dba Integra Realty Resources – Los Angeles.

We also regularly do work for the Trust for Public Land (TPL), Mountains Recreation Conservation Authority (MRCA), U.S. Fish and Wildlife Services (USFWS), and the Western Riverside County Regional Conservation Authority (WRCRCA). We are fortunate to receive repeat business from these agencies and are often referred by them to other agencies and potential clients.



VALUATION & ADVISORY SERVICES

Beth B. Finestone, MAI, AI-GRS, FRICS, CRE

Executive Vice President
Los Angeles, CA
T +1 818 290 5455
E Beth.Finestone@CBRE.com

Professional Experience

Beth B. Finestone is an Executive Vice President for CBRE's Valuation & Advisory Services (VAS). She has been appraising in Southern California since 1981, specializing in valuation and consulting services related to public agency and right-of-way clients and for major investment-grade commercial properties and special purpose properties. She also has extensive expertise in valuing large tracts of land for conservation, mitigation and other purposes.

Ms. Finestone's clients include public agencies, right-of-way firms, lenders, institutional investors, major corporations, law firms, and individual property owners. Her services include a wide range of specialized studies including ground lease rent studies, partial interest acquisitions, value diminution (from both internal and external influences), market demand, feasibility, severance damages and project benefits, investment analysis, assessment allocation, reuse analysis, and the valuation of partial interests including leasehold, leased fee, possessory interests, and minority interests.

She is experienced in valuing full and partial acquisitions related to eminent domain actions. These services include the valuation of fee acquisitions, permanent and temporary easements, including the appraisal of railroad and other types of corridors, pipeline easements and transmission line easements.

She has been a featured speaker at Appraisal Institute, International Right of Way, and legal functions. She was the 2019 President of the Southern California Chapter of the Appraisal Institute, the largest chapter in the country.

Beth was previously a Managing Director for and a principal of Integra Realty Resources – Los Angeles. In addition, she was the Executive Director of Integra Realty Resources – Orange County. During her career, she has held senior positions with Finestone & Associates and Cushman & Wakefield.

Expert Testimony

Ms. Finestone has qualified as an expert witness in real estate matters and has testified before:

- Superior Courts: Los Angeles and Orange Counties
- Arbitration Hearings: Los Angeles County
- Tax Appeal Boards: Los Angeles and San Diego Counties

Professional Affiliations / Accreditations

- Member: Appraisal Institute
- Designation: Appraisal Institute – General Review Specialist (AI-GRS)
- Fellow: Royal Institution of Chartered Surveyors
- Member: The Counselors of Real Estate
- Member: International Right of Way Association
- License: California State Certified General Real Estate Appraiser
- Certified: Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book)

Education

- M.B.A., Pepperdine University
- B.S., Kinesiology, University of California, Los Angeles
- Certified by the Appraisal Institute's program of continuing education for its designated members.



VALUATION & ADVISORY SERVICES

Adam M. Bogorad, MAI

First Vice President
 Encino, CA
 E Adam.Bogorad@cbre.com

Professional Experience

Adam M. Bogorad, MAI, is a First Vice President for CBRE's Valuation & Advisory Services (VAS). Since becoming a licensed appraiser in 2005, Mr. Bogorad has completed a diverse range of appraisals for retail, industrial, office, multi-residential, and special-use properties. With over 15 years of experience specifically in the field of right of way appraisal and litigation support, Mr. Bogorad has performed hundreds of appraisals on a wide array of complex assignments and has testified in trial as an expert witness. He has worked on high-profile properties across Southern California from the United States Border Crossing Facility to the High Speed Rail Project throughout the San Joaquin Valley. He has performed appraisal and consulting in the form of expert witness testimony, deposition, feasibility studies, deposit appraisals for major transportation projects, and analyses for use in tax appeals. In addition to banks, property owners, and attorneys, notable clients have included the United States Department of the Interior, Port of Los Angeles, State of California, County Transportation Agencies of Los Angeles, Orange, Riverside and San Bernardino, numerous cities throughout Southern California, major utility companies, school districts, and major corporations including Walmart and McDonalds. Mr. Bogorad has extensive experience in the valuation of easements, partial acquisitions, temporary acquisitions, and damage studies related to condemnation, having been retained by both the acquiring agency and the property owner.

Mr. Bogorad has the MAI designation from the Appraisal Institute and has been recognized for his expertise and achievements, including receiving the Integra Realty Resources Excellence Award and being invited to present at the International Right of Way Association Annual Education Conference. Mr. Bogorad is an active member of the Southern California Chapter of the Appraisal Institute, having served as a Regional Representative, Education Committee Chair and Executive Board Member. Mr. Bogorad was given the honor of being elected to serve as President of the Southern California Chapter of the Appraisal Institute in 2024. Prior to joining CBRE in 2023, he was a partner, principal, and shareholder of Integra Realty Resources – Los Angeles.

Mr. Bogorad has completed high-profile right-of-way projects, including the California High Speed Rail project, the Los Angeles Metro Expo and Purple Line expansions, and the Redondo Beach King Harbor revitalization, among many others. His experience

Pro Affiliations / Accreditations

- Member: Appraisal Institute (MAI No. 479923)
- Licensed: California Certified General Real Estate Appraiser No. AG038741
- Licensed: California Real Estate Salesperson No. 01423238
- Qualified: Expert Witness in the Superior Court of California
- 2024 President: Southern California Chapter of the Appraisal Institute – Executive Board

Education

- B.A., Communication, University of California, Santa Barbara
- Certified by the Appraisal Institute's program of continuing education for its designated members



VALUATION & ADVISORY SERVICE

Thomas G. Richardson, MAI

Vice President

E tom.richardson1@cbre.com

Professional Experience

Thomas G. Richardson, MAI is a Vice President for CBRE's Valuation & Advisory Services (VAS). Mr. Richardson began his career in real estate appraisal in 2012.

His experience includes consulting and appraisals for improved properties such as single- and multifamily residences, restaurants, shopping centers, office buildings, warehouses, retail and industrial condominiums, mixed-use commercial and residential buildings, religious facilities, and special purpose properties.

He has valued various categories of land including agricultural, residential, commercial, open space/recreational, saltwater marshland, solar farm, and mitigation land. His work has been utilized by various public agencies, law firms, financial institutions, and property owners for right-of-way, disposition, bond financing, lease negotiations, and in-lieu fees.

His recent appraisal work for right-of-way-related purposes includes assignments for the San Juan Creek Bridge Replacement Project, Los Nietos Safe Routes to School Project, Playa Del Rey Wastewater Line Project, I-405 Improvement Project, Culver University Improvement Project, Regional Connector Transit Project, Century Boulevard Mobility Improvement Project, Riverside Transmission Reliability Project, Centennial Corridor Project, California High Speed Rail Authority, Irvine Business Complex Sidewalk Project, and Mid County Parkway Project. Mr. Richardson was previously an Associate Director of Integra Realty Resources – Los Angeles.

Pro Affiliations / Accreditations

- Member: Appraisal Institute, February 2021
- Licensed: California Certified General Real Estate Appraiser No. 3004940 Expires November 2025

Education

- B.A., History, University of California, Los Angeles

Training / Courses Completed

Completed the following courses and seminars:

- Advanced Concepts & Case Studies
- Basic Appraisal Principles
- Basic Appraisal Procedures
- Business Practices and Ethics
- Commercial Appraisal Review
- Expert Witness for Commercial Appraisers
- General Appraiser Income Approach, Part I
- General Appraiser Income Approach, Part II
- General Appraiser Market Analysis and Highest & Best Use
- Advanced Market Analysis and Highest & Best Use
- General Appraiser Report Writing and Case Studies



VALUATION & ADVISORY SERVICES

Nicole B. Galvez

Sr. Appraiser, Encino, CA

E nicole.galvez@cbre.com

Professional Experience

Nicole Galvez is a Senior Appraiser for CBRE's Valuation & Advisory Services (VAS). Ms. Galvez began her career in real estate appraisal in 2014.

Her services rendered include appraisal report preparation for vacant land, residential, commercial, industrial, and other income producing properties for institutional and acquisition purposes, partial acquisition valuation, including determination of severance damages and/or benefits for public projects, and preparation of cost studies for budget purposes involving public projects. Types of projects appraised include street widening, freeway, pipeline, and flood control.

Ms. Galvez is experienced in preparing appraisal reports that are compliant with the Uniform Appraisal Standards for Federal Land Acquisitions. She has extensive experience in valuing large tracts of land for conservation, mitigation, and other purposes. Nicole previously was a Senior Analyst for Integra Realty Resources – Los Angeles.

Courses Completed

Completed the following Appraisal Institute courses:

- Basic Appraisal Principles
- Basic Appraisal Procedures
- National Uniform Standards of Professional Appraisal Practice
- Real Estate Finance, Statistics, and Valuation Modeling
- Business Practices and Ethics
- General Appraiser Sales Comparison Approach
- General Appraiser Site Valuation and Cost Approach
- General Appraiser Income Capitalization Approach, Part I
- General Appraiser Income Capitalization Approach, Part II
- Advanced Income Capitalization
- General Appraiser Report Writing and Case Studies

Completed the following International Right of Way Association courses:

- Ethics and the Right of Way Profession
- Easement Valuation
- Principles of Real Estate Engineering
- The Valuation of Partial Acquisitions

Pro Affiliations / Accreditations

- Licensed: California Certified General Real Estate Appraiser No. 3005597
- Member: Appraisal Institute, Southern California Chapter
- Member: International Right of Way Association

Education

- M.B.A., University of Phoenix
- B.A., Business Administration, California State University, Northridge

CURRENT AND PAST CONTRACTS (CONTINUED)

Our list of current and past contracts with local agencies where we have provided similar services in Los Angeles County, its surrounding cities, including the Southern California region are included at the end of this proposal.

REFERENCES

Our ability to address valuation assignments which are relevant to the current appraisal needs of the City is presented through ten references containing multiple projects as shown below. Please note that some of this work was completed by our team under the Integra banner. The Integra offices in which our team members worked were acquired by CBRE, Inc. on March 10, 2023. As such, while the work was completed under the Integra banner, it represents work completed by the appraisal members that are currently part of the key personnel identified in this proposal.

Multiple Conservation Appraisals			
<i>Name of Firm</i>	MRCA		
<i>Address</i>	570 West Avenue 26, Suite 100, Los Angeles, California 90065		
<i>Contact Person</i>	Jocelyn Chairez Real Estate Officer jocelyn.chairez@mrca.gov	<i>Telephone</i>	(713) 840-6620 ext. 129
<i>Period of Performance</i>	2007 to 2023	<i>Contract Value</i>	Over \$100,000 (approximately)
<i>Team Leader</i>	Beth B. Finestone, MAI, AI-GRS, FRICS, CRE	<i>Staff Appraisers</i>	Nicole B. Galvez
<i>Brief Description of Service Provided</i>			
<p>Sweetwater Mesa (Malibu Edge): Recently completed the appraisal of the Sweetwater Parcels that are comprised of APNs 4453-005-013, -018, -111, -117, & -118 totaling approximately 140.76 acres. They are located in the Sierra Canyon neighborhood about one mile north of Pacific Highway with access from Sweetwater Road. The Malibu City limits are less than 0.25 miles south of the southern boundary of the subject property. The purpose of this appraisal is to provide the fair market value of the property for possible acquisition purposes by MRCA.</p> <p>Limbocker Property: Recently completed the appraisal of a property that includes four parcels of vacant land totaling 131.57± acres and are generally located adjacent and to the west of the Santa Clarita Woodlands Parks in the Unincorporated Santa Susana Mountains area within the Santa Susana Mountains region of Los Angeles County; It is commonly known as the Limbocker Property and is currently owned by the Limbocker Trust. The purpose of the appraisal is to provide the fair market value of the property for acquisition purposes by MRCA.</p> <p>Big Sky Ranch, Alamos Canyon & Moradi Land: Recently completed the appraisal of three properties comprised of 35 parcels totaling 6,719.9± acres of hillside, vacant land generally located in the Unincorporated Santa Susana Mountains area within the Santa Susana Mountains region of Ventura County. The purpose of the appraisals is to provide the fair market value of each property for acquisition purposes by MRCA.</p> <p>Poe Ranch: Recently completed the appraisal of ten, contiguous mountainside parcels of vacant land totaling 3,151± acres located north of the Las Lajas and Disgan Grande Ridge intersection extending east of Tapo Canyon Road and extending northwest of Las Lajas and Rocky Peak Road intersection in the Unincorporated Santa Monica Mountains area within the Santa Monica Mountains region; it is bifurcated by the Los Angeles and Ventura County borders. It is commonly known as the Poe Ranch property and is currently owned by Dale and Maggie Poe Ranch LLC. The MRCA is seeking an appraisal of the subject property for acquisition purposes by MRCA. The purpose of the appraisal is to provide the fair market value of the property based on three valuation scenarios as follows: 1) valuation of all APNs, 2) Valuation of APNs in Los Angeles County, 3) Valuation of APNs in Ventura County.</p> <p>Lyons Canyon: Completed the appraisal of over 220 acres of vacant, undeveloped land, which was a portion of a larger holding of 232.01 acres that was partially entitled for single-family residential subdivision and senior multifamily residential development. The property is located west of the I-5 and south of Sagecrest Circle within the City of Santa Clarita. Property was partially zoned as agricultural and residential. The partially entitled project was not financially feasible and the site was valued as open space recognizing its mitigation potential.</p>			

Multiple Conservation Appraisals			
<i>Name of Firm</i>	Western Rivers Conservancy		
<i>Address</i>	575 Market Street, 4 th Floor, San Francisco, California 94105		
<i>Contact Person</i>	Susanna Danner California Project Manager sdanner@westernrivers.org	<i>Telephone</i>	(503) 241-0151
<i>Period of Performance</i>	2023	<i>Contract Value</i>	\$35,000 (approximately)
<i>Team Leader</i>	Beth B. Finestone, MAI, AI-GRS, FRICS, CRE	<i>Staff Appraisers</i>	Nicole B. Galvez
<i>Brief Description of Service Provided</i>			
<p>35365 Mulholland Highway, Malibu: Recently completed the appraisal of two contiguous parcels of primarily hillside vacant land totaling 45.95± acres. It straddles the Arroyo Sequit stream is located on the northwesterly side of Mulholland Highway, northwest of the Leo Carrillo State Park and Santa Monica Mountains National Recreation Area borders within the City of Malibu. The purpose of the appraisal is to determine the market value of the fee simple interest for the property. The intended use of the appraisal is to aid in determining the purchase price for the property. Ultimately the property will be purchased for conservation purposes, with the intent that the property will end up in public ownership. The intended users will be the Western Rivers Conservancy, California Coastal Commission, California State Parks and the Department of General Services (DGS).</p>			

CBRE REQUEST FOR PROPOSAL (RFP) FOR INVENTORY AND APPRAISAL OF VARIOUS VACANT LAND PARCELS WITHIN THE CITY OF CALABASAS
FOR VALUATION, CONSULTING, AND ADVISORY SERVICES

Agua Dulce Property: Recently completed the appraisal of six parcels comprised of two SFRs and four vacant residentially zoned properties. They are primarily located along the Santa Clara River, north of Soledad Canyon Road extending west of Briggs Road in the census-designated place of Agua Dulce within Los Angeles County. The purpose of this appraisal was to determine the market value of the subject property for possible purchase. This report was prepared in conformance with USPAP and DGS standards.

Pacoima Dam Sediment Replacement Project			
<i>Name of Firm</i>	Los Angeles County Department of Public Works		
<i>Address</i>	900 South Fremont Avenue, 10th Floor, Alhambra, California 91803		
<i>Contact Person</i>	Robin Phillips Senior Civil Engineer rphillips@dpw.lacounty.gov	<i>Telephone</i>	(626) 458-7008
<i>Period of Performance</i>	2021 to 2022	<i>Contract Value</i>	\$23,500
<i>Team Leader</i>	Beth B. Finestone, MAI, AI-GRS, FRICS, CRE	<i>Staff Appraisers</i>	Adam M. Bogorad, MAI
<i>Brief Description of Service Provided</i>			
Completed the appraisal of five parcels of vacant land that range in size from 11.85± acres to 476.38± acres totaling 585.80± acres. The properties are located south of the Pacoima Reservoir and northwest of Gavina Avenue in the Lopez/Kagel Canyon neighborhood of Los Angeles County. The purpose of the appraisals is to determine the fair market value of each value of the property associated with each ownership. The appraisals will be used for acquisition purposes in support of the project. Based on our conversations and preliminary review of property information, the land associated with all three ownerships is considered landlocked (no legal access) and is anticipated to have a highest and best use of open space or passive recreational land.			

Market Trend Analysis			
<i>Name of Firm</i>	Port of Long Beach		
<i>Address</i>	415 West Ocean Boulevard, Long Beach, CA 90802		
<i>Contact Person</i>	Eamonn Killeen Director, Real Estate Division Eamonn.Killeen@Port.com	<i>Telephone</i>	(562) 283-7000
<i>Period of Performance</i>	2020	<i>Contract Value</i>	\$35,000
<i>Team Leader</i>	Beth B. Finestone, MAI, AI-GRS, FRICS, CRE	<i>Staff Appraisers</i>	Adam M. Bogorad, MAI
<i>Brief Description of Service Provided</i>			
We completed a benchmark appraisal assignment for the Port of Long Beach, involving 1) a 10-year market trend analysis which includes a discussion of the how the surrounding market area impacts the Port; 2) land Valuation for a typical piece of land under three different size categories, both north and south of the Gerald Desmond Bridge, and for waterfront versus non-waterfront property; and 3) a market rate of return survey. This is used as a benchmark study for the Port. We have included this reference as it illustrates our ability to complete benchmark studies associated with land. We recognize this is for a different property type than what the City is asking for, however it illustrates our abilities.			

Banning Ranch			
<i>Name of Firm</i>	TPL and Wildlife Conservation Board (WCB)		
<i>Address</i>	135 West Green Street, 2 nd Floor, Pasadena, CA 91105 P.O. Box 944209, Sacramento, CA 94244-2090		
<i>Contact Person</i>	Paolo Perrone Project Manager (currently with the Nature Conservancy) paolo.perrone@tnc.org Jason Yee Land Agent Jason.Yee@wildlife.ca.gov	<i>Telephone</i>	(323) 503-9053 and (916) 445-1096
<i>Period of Performance</i>	2020 to 2021	<i>Contract Value</i>	\$115,000
<i>Team Leader</i>	Beth B. Finestone, MAI, AI-GRS, FRICS, CRE	<i>Staff Appraisers</i>	Jerardo Arciniega, MAI
<i>Brief Description of Service Provided</i>			
We completed an appraisal of the property in 2020 and updated it in 2022. This property represents one of the largest parcels of undeveloped and unprotected coastal property in Southern California. Much of the site had been occupied by oil operations since the 1940's. The appraisal of this property was very complex in that the highest and best use of the property was not clear at the onset of the assignment. Numerous interviews with City officials, the Coastal Commission and other conservation agencies were required. This property consists of degraded wetlands, open space, and a small area with the potential for residential development. The goal of this project was to prepare an appraisal for acquisition purposes such that the buyer and seller could agree on a purchase price and put the property under contract. This property was successfully acquired in December of 2022 and we have been told that our appraisal was instrumental in this acquisition.			

CBRE REQUEST FOR PROPOSAL (RFP) FOR INVENTORY AND APPRAISAL OF VARIOUS VACANT LAND PARCELS WITHIN THE CITY OF CALABASAS
FOR VALUATION, CONSULTING, AND ADVISORY SERVICES

West Coyote Hills			
<i>Name of Firm</i>	California State Coastal Conservancy		
<i>Address</i>	1515 Clay Street, 10 th Floor, Oakland, CA 94612-1401		
<i>Contact Person</i>	Prentiss Williams Project Manager prentiss.williams@scc.ca.gov	<i>Telephone</i>	
<i>Period of Performance</i>	2020-2022	<i>Contract Value</i>	\$54,000
<i>Team Leader</i>	Beth B. Finestone, MAI, AI-GRS, FRICS, CRE	<i>Staff Appraisers</i>	Nicole Galvez
<i>Brief Description of Service Provided</i> We appraised Neighborhoods 1 and 3 of Vested Tentative Tract Map (VTTM) 17609. This is commonly referred to as Neighborhoods 1 and 3 of the West Coyotes Hills Property. Neighborhood 1 consists of 10.4± acres and is proposed for development with 16 residential units. Neighborhood 3 is 13.7± acres and is proposed for development with 59 residential units. Neighborhoods 1 and 3 were valued separately. The intended users are the California State Coastal Conservancy, City of Fullerton, WCB, Rivers and Mountains Conservancy, California Department of Parks and Recreation, California Natural Resources Agency, and the USFWS. This report was prepared to meet UASFLA standards. We then updated this appraisal to a current date of value, rather than the date of the purchase/sale agreement as previously instructed.			

IBC PA 36, 2602 McGaw Avenue.			
<i>Name of Firm</i>	City of Irvine		
<i>Address</i>	1 Civic Center Plaza, Irvine, CA 92606		
<i>Contact Person</i>	Rudy Romo, SR/WA Senior Project Manager rromo@cityofirvine.org	<i>Telephone</i> (949) 724-7303	
<i>Period of Performance</i>	2022	<i>Contract Value</i>	\$25,000 (approximately)
<i>Team Leader</i>	Beth B. Finestone, MAI, AI-GRS, FRICS, CRE	<i>Staff Appraisers</i>	Thomas G. Richardson, MAI
<i>Brief Description of Service Provided</i> Completed an appraisal and an appraisal update of hypothetical parcels in the Irvine Business Complex (IBC) related to PA 36. As instructed, the appraisal was based on an assumed zoning of 5.1, IBC Multi-Use. We provided a hypothetical valuation for the following: <ol style="list-style-type: none"> 1. Parcels less than 5 acres at an average density for the IBC 2. Parcels of 5 to 10 acres at an average density for the IBC 3. Parcels of 10 to 25 acres at an average density for the IBC <ul style="list-style-type: none"> • Definition of Fair Market Value: Fair Market Value shall be defined as the estimated per acre value of subdivided non-residential land in the Urban Neighborhood of the IBC Residential Mixed Use Overlay District with basic infrastructure abutting the property. Basic infrastructure to the site perimeter shall include rough grading, installation of streets, curbs and gutters, and installation of trunk line utilities. • Methodology: In evaluating the fair market value of the land, we utilized the following method: <ul style="list-style-type: none"> ■ A comparison process which utilizes comparative recent non-residential land sales in the Urban Neighborhood of the IBC Residential Mixed Use Overlay District as the basis to determine the value that the City of Irvine could purchase land for public park use. Any mathematical adjustments made to actual comparable land sale values shall be quantified in numerical terms in the appraisal report, including assumptions regarding adjustments for less desirable site characteristics, type of construction, and any other assumptions regarding land values beyond actual sales price. Because any developed site must be cleared for park use, the appraiser in determining fair market value shall include in the value the estimated cost to demolish any structures and clear the site for use as a park. ■ Basic infrastructure to the site perimeter shall include rough grading, installation of streets, curbs and gutters, and installation of trunk line utilities. 			

Multiple Appraisals and Conservation Appraisals			
<i>Name of Firm</i>	RCTC		
<i>Address</i>	4080 Lemon St. 3rd Fl., P.O. Box 12008, Riverside, CA 92502		
<i>Contact Person</i>	Hector Casillas, SR/WA Right of Way Manager HCasillas@RCTC.org	<i>Telephone</i> (951) 778-1097	
<i>Period of Performance</i>	2015 to present	<i>Contract Value</i>	\$300,000 (over)
<i>Team Leader</i>	Beth B. Finestone, MAI, AI-GRS, FRICS, CRE	<i>Staff Appraisers</i>	Thomas G. Richardson, MAI Nicole Galvez Stephanie Kavanaugh
<i>Brief Description of Service Provided</i> We have appraised numerous properties for RCTC that were proposed for acquisition on behalf of WRCRCA. These properties had differing highest and best uses and were being acquired on a voluntary basis for conservation purposes. A few examples of work we have completed for them are summarized as follows:			

CBRE REQUEST FOR PROPOSAL (RFP) FOR INVENTORY AND APPRAISAL OF VARIOUS VACANT LAND PARCELS WITHIN THE CITY OF CALABASAS
FOR VALUATION, CONSULTING, AND ADVISORY SERVICES

Murrieta Pellon – R23119: Recently completed the re-appraisal of a property comprised of five parcels of vacant land. The parcels are not all contiguous, but rather fall into two contiguous grouping. They are located in the French Valley area of Riverside County. The intended use of the appraisal report is to assist the WRCRCA, in the possible acquisition of the property for the Multi-Species Habitat Conservation Plan (MSHCP). We previously completed an appraisal of this property.

Holcomb/Maddox – R22281: Recently appraised a property that is comprised of three contiguous parcels of vacant land totaling 97.91± acres. It is located southerly along Soboba Road, east of State Street in the San Jacinto area of Riverside County. The property is vested in the name of Robert Holcomb Trust and Larry and Shirley Maddox. The intended use of the appraisal report is to assist the WRCRCA, in the possible acquisition of the property for the MSHCP. We are currently providing an appraisal update of this property.

Johnson Acquisition – R22492: Recently completed the appraisal of a property comprised of a single parcel of vacant land totaling 9.74± acres. It is located off Stetson Avenue, east of Rollf Place and west of Warren Road within the City of Hemet. The intended use of the appraisal report is to assist the WRCRCA, in the possible acquisition of the property for the MSHCP. We are currently providing an appraisal update of this property.

Riverbank Mitigation Bank – Phase B: Recently appraised a 192.30±-acre-portion of 14 parcels of vacant land totaling 332.30± acres. They are generally located between Nuevo Road and Ramona Expressway, east and west of Rozos Road within the Perris Valley area of Riverside County. The WRCRCA is seeking a non-complex (i.e., cursory review) appraisal of the subject parcels, and portions of parcels, that are part of a conservation easement that is comprised of 192.30± acres.

Lake Elsinore Mitigation Site: Recently appraised six contiguous parcels of vacant land. It is located north of Grand Avenue and west of Kathryn Way, southeast of Lake Elsinore within the City of Lake Elsinore. The parcels are currently vested in the name of Lake Elsinore Mitigation Site, LLC. The intended use of the appraisal report is to assist the WRCRCA, in determining the market value of the subject property for possible acquisition purposes for the MSHCP.

Schumacher Acquisition – R22527: Appraised a property comprised of a single parcel of vacant land totaling 47.70± acres and is located east of Calle de Mucho and north of Avocado Mesa within the City of Temecula. The property is currently vested in the name of Troy W. Schumacher. The intended use of the appraisal report is to assist the WRCRCA, in determining the market value of the subject property for possible acquisition purposes for the MSHCP.

Tax Sale Parcel – Sharif R22423: Completed the appraisal of a property comprised of a single parcel of vacant land totaling 5.16± acres and is located east of the intersection Soaring Hawk Road and Jojoba Hills Circle within the unincorporated community of Sage. The property is currently vested in the name of WRCRCA. WRCRCA has declared the property as surplus, and the intended use of the appraisal report is to assist the WRCRCA in determining the market value of the subject property for disposition purposes.

Godinez – R22535: Appraised a property comprised of two contiguous parcels of hillside, vacant land totaling 20.00± acres and is located north of San Timoteo Canyon and west of El Casco Road within the City of Calimesa. The property is currently vested in the name of Jorge Godinez. The intended use of the appraisal report is to assist the WRCRCA, in determining the market value of the subject property for possible acquisition purposes for the MSHCP.

Quast – R22535: Appraised a single parcel of vacant land totaling 6.48± acres and is located northeasterly along Trejo Drive, east of State Street in the San Jacinto area. The property is currently vested in the name of Thomas and Emily Quast. The intended use of the appraisal report is to assist the WRCRCA, in determining the market value of the subject property for possible acquisition purposes for the MSHCP.

Gurrola – R22149: Completed the appraisal of three parcels of vacant land totaling 118.63± acres located between Washington Street and De Portola Road, south of Rawson Road within the census-designated Winchester. The property is currently vested in the name of Richard and Valerie Gurrola, Husband and Wife. The intended use of the appraisal report is to assist the WRCRCA, in determining the market value of the subject property for possible acquisition purposes for the MSHCP.

Santa Ana River Watercourse Mitigation Replacement Land			
Name of Firm	City of Riverside		
Address	3900 Main Street, 3rd Floor, Riverside, CA 92522-0002		
Contact Person	Sheryn Smay, SR/WA Supervising Real Property Agent ssmay@riversideca.gov	Telephone	(951) 826-5343
Period of Performance	2017 to 2022	Contract Value	\$45,000 (approximately)
Team Leader	Beth B. Finestone, MAI, AI-GRS, FRICS, CRE	Staff Appraisers	Thomas G. Richardson, MAI
Brief Description of Service Provided Completed appraisals concerning a replacement property impacted by the proposed 230kV RTRP Project. A portion of this Project impacts land that has been identified as environmentally sensitive and subject to conservation. It is owned by the State of California and was originally purchased with money from the Land and Water Conservation Fund. We previously completed two fair market value appraisals dated November 15, 2017 and October 20, 2020, with a date of value of October 8, 2017 and September 1, 2020, for the impacted properties and replacement property. The purpose of the most recent appraisal was to provide a fair market value of the impacted properties and the replacement property based on a current date of value. The clients and intended users of the appraisals are the City of Riverside, Riverside County Regional Park and Open-Space District, and SCE.			

Chino Hills 1200, 300, and 80			
Name of Firm	Conservation Fund and Hills for Everyone		
Address	200 Pine Street #2, Oceanside, CA 92054 P.O. Box 9835, Brea, CA 92822-1835		
Contact Person	Steve Hobbs California Senior Project Director shobbs@conservationfund.org Melanie Schlotterbeck Technical Consultant melanie@schlotterbeck.net	Telephone	(442) 266-2017 and (714) 501-3133
Period of Performance	2019 to 2021	Contract Value	\$30,000 (approximately)
Team Leader	Beth B. Finestone, MAI, AI-GRS, FRICS, CRE	Staff Appraisers	Nicole Galvez
<p><i>Brief Description of Service Provided</i></p> <p>Chino Hills 1200: Previously completed an appraisal of 300 acres of hillside land and are currently completing an appraisal of 300 acres of vacant land in Chino Hills for acquisition by the Conservation Fund. This property is located in the southern portion of the City of Chino Hills and is surrounded almost entirely by open space land that is a part of Chino Hills State Park. The intended use was to 1) determine the purchase price for the property and 2) to determine the sale provide of the property under the provisions of a sale agreement to be negotiated between the Conservation Fund and the USFWS, California Department of Fish and Wildlife, WCB, and DGS. This project was federally funded and was appraised in accordance with Yellow Book standards.</p> <p>Chino Hills 300: We completed the appraisal of 300 acres of land in Chino Hills for acquisition by the Conservation Fund. The purpose of our appraisal was to determine the market value of the fee simple interest in the property as a full acquisition.</p> <p>Chino Hills 80: Completed an appraisal of a property comprised of two contiguous, rectangular-shaped parcels of hillside vacant land totaling 80.00± acres. The property is located in San Bernardino County on the north side of the San Bernardino County and Riverside County borders, extending east of the Lower Alison Canyon Trail and Powerline Trail intersection. Our appraisal of the market value of the fee simple interest will be used to aid in determining a purchase price for the property and grant funding for the purchase of the property as provided under grant agreements from agencies including but not limited to the WCB.</p>			

3. FEE PROPOSAL

Our fee for the completion of the inventory and appraisal services of all properties presented in this RFP is proposed at \$65,000. This fee is all inclusive. No additional costs will be charged for mileage, printing or other direct costs.

4. SUBCONTRACTORS

We will not be utilizing any subcontractors for this Project. CBRE attests and assures that the key personnel indicated will perform the scope of work and will not be substituted with other personnel without the City's prior approval in writing.

5. APPROACH IN PROVING APPRAISAL SERVICES IN A TIMELY MANNER

We propose to meet either by teleconference with the City's project manager's and any other pertinent consultants so that we have a clear understanding of the assignment. At the time of this meeting, we would like to discuss any special reporting needs that the City may have. These reporting needs may include daily or weekly updates on our progress or may relate to special appraisal requirements that must be considered the report. We will conduct an independent investigation of market factors, including investigations into comparable land sale properties that would be relevant in the valuation process. Our date of value for the properties will be as of the current date. We will complete our appraisal report in one electronic copy in PDF format in conformance with USPAP, and in accordance with the Scope of Services as described in pages 4 and 5 of the RFP instructions.

Our work will progress through the completion of the following steps and others that may be deemed relevant as we complete the assignment.

Week 1

1. Beth Finestone will notify the administrative support staff of the assignment.
2. Within 24 hours, the assignment will be assigned a job number and input into TOPS2, our proprietary data management system utilized in part to coordinate assignments.
3. Meet with the key personnel who will work with Beth Finestone on the assignment.

4. Meet with client to review the assignment requirements. We would like to meet with the City staff and the two Council members that make up the City Council's Open Space Task Force in order to make sure we have a clear understanding of the assignment.
5. Meet with representatives of Calabasas to review land planning maps and documents and to conduct appropriate interviews concerning zoning and general plans related to the subject properties.
6. Begin updating the inventory list.

Week 2

7. Complete updating the inventory list. This will be accomplished by using LandVision to review all transactions that have taken place in the City since the time of the previous inventory in 2008. We will review the transactions and make note of those that are over 1-acre in size and are for vacant land.

Week 3

8. Summarize our updated inventory list and provide it to the County to find out if our scope of work needs to be revised.
9. Begin research for comparable sales.
10. Review subject title reports (if available).
11. Conduct inspections of the subject properties from the public right of way. We will not trespass on private property.

Week 4

12. Complete field inspection of comparable sale transactions.
13. Conduct confirmation interviews for the comparable sales.
14. Prepare master report detailing appraisals for each geographic region.
15. Conduct research relative to current market conditions. This would involve interviews with brokers, property owners, property managers (if applicable) and other public agencies that might have relevant information.

Week 5

16. Senior appraisers meet with Beth Finestone to conclude preliminary range of values for the properties.
17. Develop a report template for the assignment. We propose to prepare one appraisal report with 18 (or possibly more) tabbed sections. Each tabbed section will contain a valuation of each property assigned. If we find it makes sense to break the reporting into more than one appraisal report, we would notify the City and discuss this with them. This will not impact the appraisal fee and would be done only to facilitate the ease of reporting.
18. Complex valuation issues will be personally addressed by Beth Finestone.
19. Senior appraisers prepare valuation analysis within a framework that allows us to review values on a parcel-by-parcel basis, to assure the development of value opinions that are both well-supported and consistent across all parcels of the assignment.
20. Begin the preparation of the draft appraisal report(s).

Weeks 6-7

21. Beth Finestone reviews all final valuations.
22. Senior appraiser(s) finalize the appraisal report(s).
23. Organize the subject photos and comparable sale data sheets.
24. Upload all final documents to the designated, secure website or deliver electronic and hardcopies of reports as requested.

Post Delivery

25. We would anticipate receiving review comments (if any) from the City within a reasonable time frame upon delivery of the Appraisal Report. Upon receipt of any questions or items that may need to be revised or reconsidered, we would make every effort to deliver a revised Appraisal Report within one week.

6. AVAILABILITY OF STAFF AND RESOURCES

COMMITMENTS OF KEY PERSONNEL

Significant multiparcel assignments require a strong foundation which consists of a well-developed scope of work, work plan, and involvement of a sufficient number of qualified professionals to execute the assignment. Senior members of our firm remain available for client interaction and overall project planning as part of our regular job duties. Thus, we are able to proceed with the foundational aspects of major projects within 24 hours of being notified of a new project. The planning process usually takes a few days, which coincides with the completion of pre-existing commitments by other team members for the project. While staff appraisers usually have work in progress at any given time, they can be integrated into the City's Project as their work on other assignments is completed. Based on our flow of work over the last two years, we expect to have full staffing available on this Project within one week of award of contract.

FIRM RESOURCES

CBRE valuation team members have access to all of the latest technology and software. Our analysts/appraisers have and/or utilize CBRE proprietary report software, Argus Valuation DCF and/or AE, Argus Asset Management, Flood Insights, NDC Data, Real Facts, Costar, ESRI, Real Capital Analytics, Hoovers, Hanley Wood Market Intelligence, LoopNet, Real Quest, Real Data Apartment Insights,

CBRE REQUEST FOR PROPOSAL (RFP) FOR INVENTORY AND APPRAISAL OF VARIOUS VACANT LAND PARCELS WITHIN THE CITY OF CALABASAS
FOR VALUATION, CONSULTING, AND ADVISORY SERVICES

all major Multiple Listing Services and Marshall Valuation Service. Our appraisers also have access to robust in-house research and GIS departments which provides our team members with the most current real estate information available. CBRE also uses the most current file sharing software. This allows us to receive and transmit large electronic files such as title work, CAD drawings, plats, images, as well as provide seamless and efficient electronic delivery of our appraisal reports to clients.

As part of CBRE, Inc., our firm has access to relevant transactions on a nationwide basis. While the most relevant data for any local assignment will be obtained from the local market, the ability to obtain accurate, verified data in other markets is a useful source of additional information to supplement local data. Linking our knowledge from thousands of projects with highly coordinated research, appraisal, reporting and project management, we deliver quality, cost-effective right of way appraisals in a timely and consistent fashion.

Most importantly, we have direct access to CBRE brokers that are active in the market. They are extremely generous with their time and often have independent resources and relationships that they are willing to share with us.

7. INSURANCE REQUIREMENTS

CBRE, Inc., mostly has the ability to meet the insurance requirements found in the sample Professional Services Agreement included in this RFP (Attachment 2)

Our requested changes to Section 11. Insurance is indicated in red as follows:

11.1.1 Comprehensive General Liability Insurance with coverage limits of ~~not less than~~ One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.

11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement ~~with minimum limits of~~ One Million

11.1.4 Professional Errors and Omissions Insurance with coverage limits of ~~not less than~~ One Million Dollars (\$1,000,000).

11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A-:VII in the latest edition of Best's Insurance Guide.

11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions* with respect to City, or Consultant shall procure a bond or other security acceptable to the City guaranteeing payment of losses and expenses.

*Please note that we have a \$30million self-insured retention that will need to be approved.

NON-COLLUSION AFFIDAVIT

State of California)
) ss.
County of Los Angeles)

Executive
Vice

Beth Finestone, being first duly sworn, deposes and says that he or she is President of CBRE, Inc., the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid."



Signature of Bidder

5921 Owensmouth Ave., Woodland Hills, CA 91367

Business Address

5616 Etiwanda Ave., Unit 14, Tarzana, CA 91356

Place of Residence

Subscribed and sworn to before me this 11 day of March, 2024

Notary Public in and for the County
of San Francisco
State of California.

My Commission Expires Feb. 09, 2025.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Francisco

Subscribed and sworn to (or affirmed) before me this 11th day

of March, 2024, by BETH FINESTONE,

_____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature  (Seal)



WORKERS' COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

DATE: 3/15/2024

(Contractor) CBRE, Inc.

By:

(Signature)



Beth B. Finestone, MAI, AI-GRS, FRICS, CRE
Executive Vice President

(Title)

Attest:

By:

(Signature)



Michael R. Rowland, MAI, FRICS, CCIM
Head of Risk

(Title)

Current and Prior City of Los Angeles Contracts

Entity Name	Purpose of Contract	Contact Information	Starting Date	Ending Date	Description	Total dollar amount
City of Los Angeles Los Angeles Housing Department (previously Housing and Community Investment Department)	Appraisal services on an as-needed basis	Shakti Maisen shakti.maisen@lacity.org	7/1/2020 6/21/2023	6/30/2023 6/30/2024 (renewal)	Appraisal services on an as-needed basis	\$25,000 (not to exceed)
City of Los Angeles Housing Authority	Appraisal services on an as-needed basis	Geoffrey Moen (213) 252-8788	9/1/2021	8/31/2024	Appraisal services on an as-needed basis	\$50,000
City of Los Angeles Office of the City Attorney	Real property consulting and expert witness services	Peter Walford, Esq. (213) 978-8100	2005	Present	Real property consulting and expert	Open
City of Los Angeles Economic & Workforce Development Department	Appraisal services on an as-needed basis	Michael Mendoza (213) 744-7148	2019	Present	Appraisal services on an as-needed basis	Open
City of Los Angeles, Office of the City Administrative Officer	Approved qualified list of appraisers, Appraisal Services for Real and Personal Property	Kelly O'Malley AMGPreQual.rfq@lacity.org	8/1/2019	6/24/2024	Approved qualified list of appraisers, Appraisal Services for Real and Personal Property	Open
City of Los Angeles Harbor Department	Approved qualified list of appraisers	Danielle Bijelic (310) 732-3213	2020 2023	6/7/2023 6/6/2026	Approved qualified list of appraisers	Open
City of Los Angeles Department of Public Works, Bureau of Engineering	Professional Consultant Services	Uriel Jimenez (213) 485-5787	2020	1/31/2025	Professional Consultant Services	Open
City of Los Angeles Department of Water and Power	Appraisal Services for Real and Personal Property	Guy Lammers (213) 202-0506	2016 2019	2019 Present	Appraisal Services for Real and Personal Property	\$4 million (not to exceed)
Los Angeles World Airports	Appraisal services on an as-needed basis	Frank Sanchez (424) 646-5250	2003	2017	Appraisal services on an as-needed basis	\$150,000 (not to exceed)
Los Angeles World Airports		Frank Sanchez (424) 646-5250	2022	2023	Appraisal of 16525- 16575 Sherman Way	\$20,000 (not to exceed)
City of Los Angeles Department of General Services, Asset Management Division	C-127550 (renewal contract ID in process)	Kenneth Stanberry (213) 922-8500	2005 5/26/2023	5/25/2023 5/26/2026 (approx.)	Professional appraisal services on an as- needed basis	Open

LIST OF CONTRACTS

Proposer's Name: CBRE, Inc.

Please find below a list of public entities (other than the City of Los Angeles) for which CBRE, Inc. (formerly Integra Realty Resources - Los Angeles) currently has or has had a contract with within the last five (5) years.

Name of Firm	Address of Firm	Contact Person	Phone #	Fax #
1. County of Los Angeles Department of Public Works	900 South Fremont Avenue, 10 th Floor Alhambra, CA 91803-1331	Dayna Rothman Head, Real Estate	(626) 458-7072	
Name of Contract Agreement No. PW15672	# of Years / Term of Contract Over 8 years / 2/15/2026	Type of Service As-needed real estate consultant services for ROW appraisals	Dollar Amount \$1.5 Million (not to exceed)	Email Address DROTHMAN@dpw.lacounty.gov
2. County of Los Angeles Chief Executive Office	Address of Firm Hall of Records 320 W. Temple St., 7th Floor Los Angeles, CA 90012	Roger Hernandez Chief Executive Office- Real Estate	Phone # (213) 974-4208	Fax # ()
Name of Contract Agreement No. AO-20-040	# of Years / Term of Contract 8 Years / 11/30/2023	Type of Service As-needed real estate appraisal services	Dollar Amount \$200,000 (not to exceed)	Email Address rhernandez@ceb.lacounty.gov
3. Los Angeles County Development Authority	Address of Firm 700 West Main Street Alhambra, CA 91801	Emily Tran	Phone # (626) 586-1681	Fax # (626) 943-3808
Name of Contract Appraisal services	# of Years / Term of Contract 6 years / Expires 5/31/2022 (renewal effective 6/1/2022 to 5/31/2023)	Type of Service Real estate appraisal services	Dollar Amount \$500,000 (not to exceed)	Email Address Emily.Tran@lacoda.org
4. County of Los Angeles Department of Beaches and Harbors	Address of Firm 13575 Mindanao Way Marina del Rey, CA 90292	Steven Williams	Phone # (310) 577-5743	Fax #
Name of Contract P-20-273	# of Years / Term of Contract 6 years / Expires 10/13/2023	Type of Service Real estate appraisal services	Dollar Amount Open	Email Address SWilliams@bh.lacounty.gov
5. California Department of Transportation - District 7	Address of Firm 100 South Main Street, Suite 1300 Los Angeles, CA 90012	Mark Berkebile, Esq. District Attorney, District 7	Phone # (213) 687-6000	Fax # ()
Name of Contract Multiple contracts	# of Years / Term of Contract Ongoing	Type of Service Real estate appraisal/expert testimony	Dollar Amount Open	Email Address mark.berkebile@dot.ca.gov

Proposer's Name: CBRE, Inc.

6. Name of Firm Southern California Edison Company	Address of Firm 2 Innovation Way, 2 nd Floor Pomona, CA 91768	Contact Person David Guder, CCIM, SRWA Manager Title & Valuation	Phone # (909) 274,1089	Fax # ()
Name of Contract MCA00245000	# of Years / Term of Contract 6 years / 12/31/2023 (renewal in process)	Type of Service Real estate appraisal/expert testimony/appraisal reviews/market rent studies	Dollar Amount Open	Email Address David.Guder@sce.com
7. Name of Firm Southern California Gas Company	Address of Firm 8101 S. Rosemead Blvd. Pico Rivera, CA. 90660	Contact Person Joel Connelly Sr. Land Specialist Land & Right of Way	Phone # (213) 231-9173	Fax # ()
Name of Contract Agreement No. 5660056210	# of Years / Term of Contract 3 years / 12/30/2024	Type of Service On-call real property appraisals and appraisal review services	Dollar Amount \$250,000	Email Address JSeebold@SoCalGas.com
8. Name of Firm Mountains Recreation and Conservation Authority	Address of Firm 570 W. Avenue 26, Suite 100 Los Angeles, CA 90065	Contact Person Jocelyn Chairez Real Estate Officer	Phone # (323) 221-9944 Ext. 129	Fax # ()
Name of Contract Ongoing Appraisal Services	# of Years / Term of Contract Ongoing	Type of Service On-call real property appraisals and appraisal review services	Dollar Amount Open	Email Address jocelyn.chairez@mrca.ca.gov
9. Name of Firm Orange County Transportation Authority	Address of Firm 550 South Main Street Orange, CA. 92863	Contact Person Megan Bornman Contract Administrator	Phone # (714) 560-5064	Fax #
Name of Contract C-3-2663	# of Years / Term of Contract Over 11 years / 10/31/2024	Type of Service On-call real property appraisals and related services	Dollar Amount \$1,700,000	Email Address mbornman@occta.net
10. Name of Firm County of Orange	Address of Firm 400 W. Civic Center Dr., 5 th Floor Santa Ana, CA 92701	Contact Person Sharmila Chadrasekharan Operations Manager	Phone # (714) 567-7428	Fax #
Name of Contract Contract No. RCA-017-21010026 for Appraisal Services	# of Years / Term of Contract 5 years / 7/27/2026	Type of Service On-call appraisal services, consulting services, appraisal reviews	Dollar Amount Open	Email Address Sharmila.Chadrasekharan@oc gov.com
11. Name of Firm City of Ontario/Ontario Redevelopment and Economic Agency	Address of Firm 303 E. B St. Ontario, CA. 91764	Contact Person Charity Hernandez Principal Project Manager	Phone # (909) 395-2289	Fax # (909) 395-2102
Name of Contract On-call contract	# of Years / Term of Contract Over 13 years / 8/19/2023 10/1/2023 – 9/30/2025	Type of Service Appraisal consulting services (appraisals/appraisal reviews)	Dollar Amount Open	Email Address chernandez@ontarioca.gov

Proposer's Name: CBRE, Inc.

<p>12. Name of Firm U.S. General Services Administration</p>	<p>Address of Firm 450 Golden Gate Avenue San Francisco, CA 91402</p>	<p>Contact Person Thomas Kitaguchi, Reg. Appraiser</p>	<p>Phone # (415) 522-3423</p>	<p>Fax # ()</p>
<p>Name of Contract Multiple contracts</p>	<p># of Years / Term of Contract Ongoing</p>	<p>Type of Service Air annual rent (FAR) appraisals and market value appraisals</p>	<p>Dollar Amount Open</p>	<p>Email Address tom.kitaguchi@gsa.gov</p>
<p>13. Name of Firm Los Angeles Unified School District</p>	<p>Address of Firm 333 S. Beaudry Ave., 23rd Floor Los Angeles, CA 90017</p>	<p>Contact Person Ron Morris, Principal Realty Agent</p>	<p>Phone # (213) 241-6100</p>	<p>Fax # ()</p>
<p>Name of Contract Professional Services Task Order Agreement No. 2190022/400008793</p>	<p># of Years / Term of Contract 3 years / 9/17/2020 to 8/31/2023 9/1/2023 to 8/31/2024</p>	<p>Type of Service On-call appraisal services</p>	<p>Dollar Amount \$245,000</p>	<p>Email Address ron.morris@lausd.net</p>
<p>14. Name of Firm City of Santa Ana</p>	<p>Address of Firm 20 Civic Center Plaza, M-43 Santa Ana, CA 92701</p>	<p>Contact Person Maria Leger Senior Office Assistant</p>	<p>Phone # (714) 647-5019</p>	<p>Fax # ()</p>
<p>Name of Contract Agreement to Provide On-call Right-of-Way Property Appraisal Services, A-2021-221-02</p>	<p># of Years / Term of Contract 3 years / 11/15/2024</p>	<p>Type of Service On-call appraisal services</p>	<p>Dollar Amount \$300,000</p>	<p>Email Address mleger@santa-ana.org</p>
<p>15. Name of Firm State of California Department of General Services</p>	<p>Address of Firm 707 3rd Street, 4th Floor Sacramento, CA 95605</p>	<p>Contact Person Matthew Keefe Manager – Appraisals and Appraisals Review</p>	<p>Phone # (916) 376-5000</p>	<p>Fax # (916) 375-4029</p>
<p>Name of Contract Individual agreements</p>	<p># of Years / Term of Contract 7 years / Ongoing</p>	<p>Type of Service Real estate appraisal services, appraisal review services</p>	<p>Dollar Amount Open</p>	<p>Email Address Steven.Christensen@parks.ca.gov</p>
<p>16. Name of Firm Los Angeles County Metropolitan Transportation Authority</p>	<p>Address of Firm One Gateway Plaza, 12th Floor Los Angeles, CA 90012-2952</p>	<p>Contact Person Michael S. Daniels, MAI Principal Real Estate Officer</p>	<p>Phone # (213) 922-3584</p>	<p>Fax # (213) 922-2440</p>
<p>Name of Contract PS126510012-Q</p>	<p># of Years / Term of Contract Over 10 years (ongoing) / 2/28/2024 (renewal in process)</p>	<p>Type of Service Real estate appraisals/expert testimony/appraisal reviews</p>	<p>Dollar Amount \$275,000 (not to exceed)</p>	<p>Email Address danielism@metro.net</p>
<p>17. Name of Firm HDR Engineering, Inc.</p>	<p>Address of Firm 3230 El Camino Real, Suite 200 Irvine, CA 92602</p>	<p>Contact Person Danny Mendoza Real Estate Services Area Business Class Leader</p>	<p>Phone # 714.730.2370</p>	<p>Fax #</p>
<p>Name of Contract SCRR Contract No. E747R-20 SCORE Program Management Consultant (PMC) Svs</p>	<p># of Years / Term of Contract 5 years / 9/3/2025</p>	<p>Type of Service Real estate appraisals/expert testimony/appraisal reviews</p>	<p>Dollar Amount Open</p>	<p>Email Address danny.mendoza@hdrinc.com</p>

Proposer's Name: CBRE, Inc.

18. Name of Firm	Address of Firm	Contact Person	Phone #	Fax #
North County Transportation District	810 Mission Avenue Oceanside, CA 92054	Paige Spounias-Flynn Senior Procurement Contracting Officer	(760) 966-6678	
Name of Contract Agreement No. 23062-OS	# of Years / Term of Contract 3 years / 4/30/2026	Type of Service Real estate appraisals/expert testimony/appraisal reviews	Dollar Amount \$157,923	Email Address pspouniasflynn@nctd.org
19. Name of Firm	Address of Firm	Contact Person	Phone #	Fax #
Metropolitan Water District of Southern California	700 N. Alameda St. Los Angeles, CA 90012	Barbara E. Boucher Business Outreach	(213) 217-6000	
Name of Contract Agreement No. 200167-2	# of Years / Term of Contract 8 years / 12/31/2026 (on their list of approved appraisers)	Type of Service Real estate appraisal/appraisal review services/litigation support	Dollar Amount \$200,000	Email Address beboucher@mwdh2o.com
20. Name of Firm	Address of Firm	Contact Person	Phone #	Fax #
City of Inglewood	One Manchester Blvd. Inglewood, CA 90301-1750	Mariela Iraheta Administrative Assistant	(626) 807-3203	
Name of Contract ITC Project – RFQ-0127, Agreement No. 22-230	# of Years / Term of Contract 3 years / 6/21/2025	Type of Service Real estate appraisal/appraisal review services/litigation support	Dollar Amount \$130,000	Email Address
21. Name of Firm	Address of Firm	Contact Person	Phone #	Fax #
Del Richardson & Associates, Inc., on behalf of the City of Inglewood	510 S. La Brea Ave. Inglewood, CA 90301	Tara Mitchell Head of Housing	(424) 356-7434	
Name of Contract Subcontract, ITC Project – RFQ-0127, Agreement No. 22-230	# of Years / Term of Contract TBD	Type of Service Real estate appraisal/appraisal review services/litigation support	Dollar Amount Per Task Order	Email Address
22. Name of Firm	Address of Firm	Contact Person	Phone #	Fax #
City of Riverside	3900 Main Street, 3 rd Floor Riverside, CA 92500-0002	Sheryn Smay, SR/WA Supervising Real Property Agent	(951) 826-5343	
Name of Contract Professional Consultant Services Agreement for Real Property Appraisal Services for Various City Projects	# of Years / Term of Contract 6 years / 1/30/2024 (renewal in process)	Type of Service Real estate appraisal services, appraisal reviews, market rent studies	Dollar Amount \$250,000 (not to exceed)	Email Address SSmay@riversideca.gov
23. Name of Firm	Address of Firm	Contact Person	Phone #	Fax #
Port of Long Beach	415 W. Ocean Blvd., 9 th Floor Long Beach, CA 90802	David Kwon Port Commercial Appraiser	(562) 283-7455	
Name of Contract Munis Contract #32000644	# of Years / Term of Contract 5 years / 1/26/2025	Type of Service Real estate appraisal services, appraisal reviews	Dollar Amount \$200,000 (not to exceed)	Email Address daeyong.kwon@polb.com

Proposer's Name: CBRE, Inc.

<p>24. Name of Firm City of Irvine</p>	<p>Address of Firm One Civic Center Plaza Irvine, CA 92623-9575</p>	<p>Contact Person Rudy Romo, SR/WA</p>	<p>Phone # (949) 724-6000</p>	<p>Fax # ()</p>
<p>Name of Contract On-Call Contract (RFP 19-1513 and RFP 22-3198)</p>	<p># of Years / Term of Contract 6 years / 3/10/2023 (renewal in process)</p>	<p>Type of Service Real estate appraisal services, litigation support</p>	<p>Dollar Amount Open</p>	<p>Email Address RRomo@cityofirvine.org</p>
<p>25. Name of Firm TranSystems (formerly Overland, Pacific & Cuffer, LLC)</p>	<p>Address of Firm 5000 Airport Plaza Drive, Suite 250 Long Beach, CA 90815</p>	<p>Contact Person Mia Garcia Project Controls Manager</p>	<p>Phone # (951) 683-2353</p>	<p>Fax # ()</p>
<p>Name of Contract Standard On-Call Subconsultant Agreement</p>	<p># of Years / Term of Contract 2 years / January 2, 2025</p>	<p>Type of Service Real estate appraisal services, litigation support</p>	<p>Dollar Amount Open</p>	<p>Email Address mGarcia@opcservices.com</p>
<p>26. Name of Firm Universal Field Services, Inc., on behalf of the City of Fresno</p>	<p>Address of Firm 6737 S. 85th E. Avenue Tulsa, OK 74133</p>	<p>Contact Person Mary Dennehy Senior Billing Specialist</p>	<p>Phone # (800) 447-9191</p>	<p>Fax # ()</p>
<p>Name of Contract Subconsultant, City of Fresno On-Call Contract</p>	<p># of Years / Term of Contract 4 years / 11/21/2024</p>	<p>Type of Service Real estate appraisal/appraisal review services</p>	<p>Dollar Amount Open</p>	<p>Email Address mdennehy@ufsnw.com</p>
<p>27. Name of Firm County of Fresno</p>	<p>Address of Firm 2220 Tulare St., 6th Floor Fresno, CA 93721</p>	<p>Contact Person Michael Ervin Staff Analyst</p>	<p>Phone # (559) 600-4516</p>	<p>Fax # ()</p>
<p>Name of Contract Agreement No. P-20-273</p>	<p># of Years / Term of Contract 4 years / 6/17/2024</p>	<p>Type of Service Real estate appraisal services, litigation support</p>	<p>Dollar Amount \$199,999</p>	<p>Email Address miervin@fresnocountyca.gov</p>
<p>28. Name of Firm County of Tulare</p>	<p>Address of Firm 5961 South Mooney Blvd Visalia, CA 93277</p>	<p>Contact Person Juan Carmona Property Specialist</p>	<p>Phone # (559) 624-7000</p>	<p>Fax # ()</p>
<p>Name of Contract Professional Consulting Services, Real Estate Appraisal Services 29882</p>	<p># of Years / Term of Contract 5 years / 9/28/2025</p>	<p>Type of Service Real estate appraisal services, litigation support</p>	<p>Dollar Amount \$370,000</p>	<p>Email Address jcarmona@tularecounty.ca.gov</p>
<p>29. Name of Firm Riverside County Transportation Commission</p>	<p>Address of Firm 4080 Lemon St. 3rd Fl. P.O. Box 12008 Riverside, CA 92502</p>	<p>Contact Person Monica Tlaxcala Senior Management Analyst, Right of Way</p>	<p>Phone # (951) 787-7141</p>	<p>Fax #</p>
<p>Name of Contract 22-31-027-00</p>	<p># of Years / Term of Contract 4-5 years / 12/31/2024</p>	<p>Type of Service Real estate appraisal/appraisal review services</p>	<p>Dollar Amount \$150,000 (not to exceed)</p>	<p>Email Address MTlaxcala@RCTC.org</p>

Proposer's Name: CBRE, Inc.

30. Name of Firm Housing Authority County of San Bernardino	Address of Firm 715 E. Brier Dr. San Bernardino, CA 92408	Contact Person Claudia Nunez Procurement Officer	Phone # (909) 890-0644	Fax #
Name of Contract On-Call Appraisal Services PC1288	# of Years / Term of Contract 2 years / 9/30/2024	Type of Service Real estate appraisal services, litigation support, appraisal reviews	Dollar Amount Open	Email Address gnunez@hacsb.com
31. Name of Firm City of Long Beach	Address of Firm 333 W. Ocean Blvd., 13 th Floor Long Beach, CA 90802	Contact Person Mary Frances Torres, SRWA Property Services Officer	Phone # (562) 570-6846	Fax # (562) 570-6380
Name of Contract 35341	# of Years / Term of Contract 3 years / 6/30/2023 (renewal in process)	Type of Service Real estate appraisal services, litigation support, appraisal reviews	Dollar Amount \$70,000 (not to exceed)	Email Address Mary.Torres@longbeach.gov
32. Name of Firm City of Yucaipa	Address of Firm 34272 Yucaipa Blvd. Yucaipa, CA 34772	Contact Person Todd Gutjahr Public Works Analyst	Phone # (909) 797-2489	Fax #
Name of Contract Professional Services Agreement, 22823	# of Years / Term of Contract 2 years / 6/30/2024	Type of Service Real estate appraisal services, litigation support, appraisal reviews	Dollar Amount \$190,000	Email Address tgutjahr@yucaipa.org
33. Name of Firm Judicial Council of California	Address of Firm 455 Golden Gate Ave., 8 th Floor San Francisco, CA 91402-3688	Contact Person Edmund Peterson Facilities Analyst, Real Estate	Phone # (415) 865-4200	Fax #
Name of Contract 29963	# of Years / Term of Contract 5 years / 10/31/2023 11/1/2023 – 10/31/2025	Type of Service Real estate appraisal services, litigation support, appraisal reviews	Dollar Amount Open	Email Address Edmund.Peterson@jud.ca.gov
34. Name of Firm City of Norwalk	Address of Firm 12700 Norwalk Blvd. Norwalk, CA 90651	Contact Person Sandra Duran Senior Management Analyst	Phone # (562) 929-5740	Fax #
Name of Contract List of approved appraisers	# of Years / Term of Contract 6 years / Ongoing	Type of Service On-call appraisal services, consulting services, appraisal reviews	Dollar Amount Open	Email Address slopez@norwalkca.gov
35. Name of Firm Orange County Flood Control District	Address of Firm 400 W. Civic Center Drive, 5th Floor Santa Ana, CA 92701	Contact Person Marzette Lair Legal Assistant Office of County Counsel for the County of Orange	Phone # (714) 834-3905	Fax #
Name of Contract Agreement for Valuation and Appraisal Services (Prado Dam Project) - 090920	# of Years / Term of Contract Ongoing / None	Type of Service On-call appraisal services, expert testimony	Dollar Amount Open	Email Address marzette.lair@coco.ocgov.com

Proposer's Name: CBRE, Inc.

<p>36. Name of Firm City of Anaheim</p>	<p>Address of Firm 201 S. Anaheim Blvd., Ste 1003 Anaheim, CA 92805</p>	<p>Contact Person Jeanett Carabez Real Property Specialist</p>	<p>Phone # (714) 765-4324</p>	<p>Fax # (714) 765-4630</p>
<p>Name of Contract Professional Services Agreement AGR-11646</p>	<p># of Years / Term of Contract 5 years / 10/2/2024</p>	<p>Type of Service On-call appraisal services, consulting services, appraisal reviews</p>	<p>Dollar Amount \$100,000</p>	<p>Email Address icarabez@anaheim.net</p>
<p>37. Name of Firm City of Fontana</p>	<p>Address of Firm 8353 Sierra Ave. Fontana, CA</p>	<p>Contact Person Sid Lambert</p>	<p>Phone # (909) 350-7678</p>	<p>Fax #</p>
<p>Name of Contract List of approved appraisers</p>	<p># of Years / Term of Contract 3 years / 8/30/23</p>	<p>Type of Service On-call appraisal services, consulting services, appraisal reviews</p>	<p>Dollar Amount Open</p>	<p>Email Address slambert@fontana.org</p>
<p>38. Name of Firm City of Lancaster</p>	<p>Address of Firm 44933 North Fern Ave. Lancaster, CA 93534</p>	<p>Contact Person Michael Flores Coordinator – Economic Development</p>	<p>Phone # (661) 723-6280</p>	<p>Fax #</p>
<p>Name of Contract Agreement for Professional Services</p>	<p># of Years / Term of Contract 3 years / 4/30/2026</p>	<p>Type of Service On-call appraisal services, consulting services, appraisal reviews</p>	<p>Dollar Amount Open</p>	<p>Email Address</p>
<p>39. Name of Firm City of Fresno, Airports Department</p>	<p>Address of Firm 4995 E. Clinton Way, Fresno, CA 93727-1525</p>	<p>Contact Person Melissa Garza-Perry Airport Properties Manager</p>	<p>Phone # (559) 621-4500</p>	<p>Fax #</p>
<p>Name of Contract List of approved appraisers</p>	<p># of Years / Term of Contract 5 years / 1/31/2028</p>	<p>Type of Service On-call appraisal services, consulting services, litigation support</p>	<p>Dollar Amount Open</p>	<p>Email Address Melissa.Garza-Perry@fresno.gov</p>
<p>40. Name of Firm City of Colton</p>	<p>Address of Firm 650 N. La Cadena Drive Colton, CA 92324</p>	<p>Contact Person Arthur W. Morgan Economic Development Manager</p>	<p>Phone # (909) 370-5099</p>	<p>Fax #</p>
<p>Name of Contract Economic Development List of Appraisers</p>	<p># of Years / Term of Contract 2 years / 6/30/2023</p>	<p>Type of Service On-call appraisal services, consulting services, litigation support</p>	<p>Dollar Amount Open</p>	<p>Email Address amorgan@coltonca.gov</p>
<p>41. Name of Firm City of Clovis</p>	<p>Address of Firm 1033 Fifth Street Clovis, CA 93612</p>	<p>Contact Person Tatiana Partain Management Analyst</p>	<p>Phone # (559) 324-2321</p>	<p>Fax #</p>
<p>Name of Contract Economic Development List of Appraisers</p>	<p># of Years / Term of Contract 2 years / 3/31/2023 (renewal in process)</p>	<p>Type of Service On-call appraisal services, consulting services, litigation support</p>	<p>Dollar Amount \$30,000 (per work order)</p>	<p>Email Address tatianap@ci.clovis.ca.us</p>

WORKERS' COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

DATE: _____

(Contractor)

By:

(Signature)

(Title)

Attest:

By:

(Signature)

(Title)

CAMPAIGN CONTRIBUTION DISCLOSURE PROVISIONS

Cities are subject to the campaign disclosure provisions detailed in Government Code Section 84308.

Please carefully read the following information to determine if the provisions apply to you. If you determine that the provisions are applicable, the Campaign Disclosure Form must be completed and returned to the City with your application.

No City Councilmember or other City official shall accept, solicit, or direct a campaign contribution of more than \$250 from any party¹ or agent² for 12 months after the City approves a contract. This prohibition commences when an application is filed, or a proceeding is otherwise initiated.

A party to a City proceeding shall disclose on the record of the proceeding any campaign contribution of more than \$250 by a party or agent to any City Councilmember or other City official during the preceding 12 months. No party to a City proceeding, or agent, shall make a campaign contribution to a City Councilmember or other City official during a proceeding and for 12 months after the City approves a contract.

A City Councilmember or other City official who received a campaign contribution of more than \$250 within the preceding 12 months from any party, or agent, to a proceeding shall disclose that fact on the record of the proceeding, and shall abstain from participating in the proceeding. However, if he or she returns the portion of a campaign contribution in excess of \$250 within 30 days of knowing about the contribution and the relevant proceeding, he or she may participate in the proceeding.

¹ "Party" is defined as any person who files an application for, or is the subject of, a proceeding.

² "Agent" is defined as a person who represents a party in connection with a proceeding. If an individual acting as an agent also is acting as an employee or member of a law, architectural, engineering, or consulting firm, or a similar entity or corporation, both the individual and the entity or corporation are agents. When a closed corporation is a party to a proceeding, the majority shareholder is subject to these provisions.

To determine whether you or your agent made a campaign contribution of more than \$250 to a City Councilmember or other City official within the preceding 12 months, you must aggregate all such contributions.

Names of current City Councilmembers and other City officials are available on the City's website. If you have questions about Government Code Section 84308, FPPC regulations, or the Campaign Disclosure Form, please contact the City Clerk.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

(a) Document:

- License
- Lease
- Permit
- Franchise
- Other Contract
- Other Entitlement

Name and address of any party, or agent, who has contributed more than \$250 to any City Councilmember or other City official within the preceding 12 months:

1. _____
2. _____
3. _____

(b) Date and amount of contribution:

Date _____ Amount \$ _____

Date _____ Amount \$ _____

(c) Name of City Councilmember or other City official to whom contribution was made:

1. _____
2. _____
3. _____

(d) Check here if no contributions have been made to any Councilmember or other City official in the preceding 12 months.

(e) I certify that the above information is provided to the best of my knowledge.

Printed Name _____

Signature _____

Date _____ Phone _____