



CITY *of* CALABASAS

**REQUEST FOR PROPOSALS (RFP)**  
**for**  
**WEB-BASED PROCUREMENT SERVICES**

**Issued on:**

**August 1, 2024**

**SUBMITTAL DEADLINE:**

**September 12, 2024**

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Curtis Castle, P.E.  
Public Works Director

CITY OF CALABASAS  
Public Works Department  
100 Civic Center Way  
Calabasas, CA 91302  
Telephone: (818) 224-1600  
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# Request for Proposals for Web-based Procurement Services

## Section A: Introduction

### **1] Purpose**

The City of Calabasas (City) has prepared this Request for Proposals (RFP) to solicit services from qualified firms and consultants (Consultants/Proposers) to provide web-based procurement services. The City currently publishes solicitations on its [website](#), in local newspapers and various on-line plan rooms and trade journals. The City is seeking proposals from Consultants to provide a hosted, on-line platform to support the City's bidding and procurement.

### **2] About Calabasas**

The City of Calabasas is located just 25 miles from downtown Los Angeles in a semi-rural, mostly suburban environment, the City of Calabasas is widely known as the "Gateway to the Santa Monica Mountains," a haven for those who seek escape from the hectic life of the city. Calabasas is indeed special as it offers open mountain trails, streams, and native plants and wildlife minutes from a major metropolis. Calabasas has been ranked as one of the nation's top ten places to live. A progressive economy, safe neighborhoods, blue ribbon schools, a healthy lifestyle, and a beautiful natural environment make it an ideal home for people of all ages. Calabasas practices prudent planning allocating for the growth necessary to maintain a desirable residential and business community in every way a model city of prosperity for current residents as well as those who will call it home in the future.

### **3] Contact**

**Proposals must be submitted by email on or before 2:00 p.m. on September 12, 2024. Proposals received after the date and time specified will not be considered.** Electronic Submittals must be received in the e-mail box listed below for the city contact for this RFP. Submittals sent to any other box will NOT be forwarded or accepted. Please use the Delivery Receipt option to verify receipt of your email.

Anna Ford, Executive Assistant II  
E-mail – [aford@cityofcalabasas.com](mailto:aford@cityofcalabasas.com)

Proposals submitted to City must comply with and contain all of the information requested in this RFP. The selected company or companies must sign an agreement with the terms and conditions shown in the Professional Services Agreement, (Attachment C). Proposers are encouraged to promptly notify the City of any apparent inconsistencies or ambiguities found in the scope of services so that an appropriate amendment may be issued.

### **4] Inquiries & Schedule**

All inquiries regarding the Request for Proposal shall be submitted, by email only, to Anna Ford, Executive Assistant II, at [aford@cityofcalabasas.com](mailto:aford@cityofcalabasas.com) with the RFP title in the subject line, by 4:00 p.m. on August 22, 2024. Proposers are specifically directed NOT to contact any City Council members or personnel, other than specified personnel identified in this RFP. A response from the City to all inquiries shall be posted on the City's website no later than 4:00 p.m., August 29, 2024. Only questions submitted through this process can be relied upon.

Please note that City will not be responsible for mailing any addendums. All addendums, responses to inquiries and notifications will be made available on the City's webpage: <http://www.cityofcalabasas.com/public-notices.html>. Proposers are encouraged to check the website regularly since each Proposer will bear sole responsibility for obtaining the RFP and all responses to inquiries, notifications and addendums.

Sole responsibility rests with the Proposer to see that their response is received on time. Any inquiries received after due date and time will not be accepted.

CALENDAR OF EVENTS\*\*

Distribution of RFP	August 1, 2024
Inquiries Due	August 22, 2024
City Responses Due	August 29, 2024
Proposal Due Date	September 12, 2024
Firm Selection	September 2024
Council approval of Professional Services Agreement	October/November 2024

\*\*All dates are preliminary and are subject to change.

## Section B: Scope & Proposal Contents

### Scope of Services

The City's organization consists of the ten departments listed below and contracted services for fire (Los Angeles County Fire), police (Los Angeles County Sheriff), and the city attorney. The Consultant shall provide fully-hosted, on-line procurement software capable of providing service to the ten departments below.

Administrative Services	Community Services
City Clerk	Finance
City Manager's Office	Library
Communications	Public Safety and Emergency Preparedness
Community Development	Public Works

All departments listed above would utilize the Consultant's platform, with the Community Services and Public Works being the heaviest users. Typical examples of City solicitations include RFPs for architectural and engineering consultants, Request for Bids (RFBs) for general contracting services, and RFPs for contractual/maintenance work such as custodial services and traffic signal maintenance. The new procurement platform shall also accommodate the procurement of goods and materials.

The scope of work for this project includes providing a fully automated web-based procurement platform for the City of Calabasas. The platform shall be secure and compliant with relevant and current information technology standards, free to the bidding community, user friendly, configurable, and reliable. The Consultant shall provide a platform with robust reporting and analytics capabilities to track bid/proposal data. The platform shall streamline the City's procurement process and facilitate efficient vendor/supplier bid and proposal submittals, while also providing the City sufficient controls to ensure only complete bids and proposals can be submitted. Consultants should indicate any limitations regarding their platform's capabilities. The City seeks to implement a robust platform capable of handling numerous concurrent bids and proposals while also storing information related to historical (closed) solicitations.

### Deliverables

A fully developed, operational, and secure web-based procurement program with functions and capabilities generally described above. Activities required to complete this will include, but are not limited to, the following:

- Providing project administration and management. The Consultant shall provide a single point of contact for the City during the development and implementation of the program. All invoices submitted by the Consultant shall include a narrative describing progress made that month, tasks or milestones completed, status of the project overall, an explanation of billing, and look-ahead schedule for the next month.
- Defining the functions required for the program, including tools and processes.
- Designing or providing the process flow for the City to implement and use the program. Consultant shall schedule all milestones and identify key tasks requiring City review and approval.
- Demonstrate cloud/web governance, program architecture, and standardized services and features.
- Provide all tools and functions necessary for City staff access to the program. Define different user level credentials and capabilities within the program.
- Provide training to City staff regarding the functions and use of the program; assume three full training sessions for approximately 20 city staff.
- Provide year-round customer service and demonstrate how the Consultant will provide this service (help line, chat, chatbot, etc.).

## **Contract Period**

The initial contract term will be for five (5) years from Effective Execution Date with an option by the City to extend up to five (5) additional years. The City shall have the right, in its sole and absolute discretion, to terminate the Agreement at any time. If the City exercises its right to terminate the Agreement, the Agreement shall cease to exist. Refer to Attachment B for general proposal terms and conditions.

## **Qualifications and References**

### Minimum Qualifications and Reference Contact Information

#### *Qualified Personnel*

The Consultant shall have on-staff, qualified personnel with the experience successfully implement web-based procurement programs for public agencies. The submitted Proposal shall identify by name the qualified personnel who will be available and will be assigned to the Project.

#### *Company Background*

The Consultant shall be skilled and regularly engaged in web-based procurement development. Provide a minimum of five (5) references from other municipal, city, and/or county governmental agencies for which the Consultant is currently providing the services described in this RFP.

#### *Past Performance*

The Consultant shall include in its Proposal a complete disclosure of any alleged significant prior or on-going contract failures, any civil or criminal litigation or investigation pending which involves the Consultant or in which the Consultant has been judged guilty or liable within the last three (3) years. If there is no negative history to disclose, the firm shall affirmatively state in its Proposal there is no negative history to report. Failure to comply with the terms of this provision may disqualify any proposal. The City reserves the right to reject any proposal based upon the firm's prior documented history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failures to meet contract milestones or other contractual failures.

## **Proposal Requirements**

The Proposal Package shall consist of the format described below. Limit your submittal to 25 pages and number all pages. The cover letter, required forms, tabs, dividers do not count toward the page limit.

The proposal shall include the following:

1. Information/background on the Proposer – Provide a brief introduction, the size of the company, the number of years in business, the availability of the firm to perform the tasks and services requested, and the history of the firm.
2. Key Personnel/Qualifications – Provide a brief resume for each of the key persons proposed to work on this project. Any key sub-contractors/consultants proposed should be identified.
3. Past Experience/References.
4. Understanding of Scope of Work and Work Proposal – Demonstrate the understanding of the tasks and services requested in the Scope of Work, and provide the Work Proposal/Approach to accomplish the services described in this Request for Proposals.
5. Cost Proposal (complete Attachment A).

**Selection Criteria**

The City will be the sole determiner of suitability to the City's needs. Proposals will be rated according to their completeness and understanding of the City's needs, conformance to the requirements, prior experience with similar scope of work, delivery, and cost. The proposal will be reviewed by an evaluation committee to determine if it meets the requirements of this RFP. Failure to meet the requirements of the RFP may be cause for rejection of the proposal. The evaluation committee will make a recommendation of the Consultant for an agreement 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 and best qualified. The City also reserves the right to waive any informality in any proposal and to delete certain items listed in the proposal as set forth therein. Costs for developing, submitting, and presenting proposals are the sole responsibility of the Proposer and claims for reimbursement will not be accepted by the City. A selection committee will review, evaluate, and rank all accepted proposals. The selection committee will have only the response to this solicitation to review for selection of finalists and, therefore, it is important that Proposers emphasize specific information considered pertinent to the services to be provided.

CRITERIA	POSSIBLE POINTS
Understanding of project, scope of work and completeness of RFP	30
Firm's qualifications and experience with similar work with references	30
Cost	15
Key Personnel Qualifications	25

**Intent**

It is the intent of the City to award the contract to the most qualified, responsible Proposer as detailed in the scope of services, and with consideration of the potential costs for services. The City will negotiate with the Proposer 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.

**Confidential Matters**

All data and information gathered by the Proposer and its agents, including this RFP and all supplemental information shall be treated by the Proposer and its agents as confidential. The Proposer 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.

**Information Provide by the City**

Proposers 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 Proposers rely on any oral statement.

Should the Proposer find discrepancies in, or omissions from, this RFP and related documents, or should the Proposer be in doubt as to meaning, the Proposer shall 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: <http://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.

The City will not compensate Proposers for the cost of preparing a response to this RFP.

# Attachment A

## COST PROPOSAL SCHEDULE

### WEB-BASED PROCUREMENT SERVICES FOR THE CITY OF CALABASAS

The cost of the work shall include furnishing all necessary personnel, equipment, and supplies needed in support of the scope of services contained within this bid. Nothing in the specification shall implicitly or explicitly require the City to provide any personnel, vehicles, equipment, supplies or tools to the Consultant in performance of scope of work.

No.	Description	Cost
1	Platform Development and Implementation	
2	Training for City Staff (assume 3 sessions)	
3	Annual Cost Year 1 (includes customer service support)	
4	Annual Cost Year 2 (includes customer service support)	
5	Annual Cost Year 3 (includes customer service support)	
6	Annual Cost Year 4 (includes customer service support)	
7	Annual Cost Year 5 (includes customer service support)	



# Attachment B

## GENERAL PROPOSAL TERMS AND CONDITIONS

### **1] Communications Regarding RFP**

If a Proposer is in doubt as to the true meaning or intent of any part of the Contract Documents, he/she may submit to Anna Ford, a written request for an interpretation or a correction thereof. Interpretation or corrections of the Contract Documents shall be made only by addendum duly issued by Curtis Castle, P.E. Public Works Director/City Engineer; a copy of such addendum will be made available on the City webpage at: <http://www.cityofcalabasas.com/public-notices.html>. Such addendum shall be considered a part of, and incorporated in, the Contract Documents. All timely requests for information submitted in writing will receive a written response from the City. Telephone communications with City staff are not encouraged, but will be permitted. However, any such oral communication shall not be binding on the City.

### **2] Contract Requirement**

The Proposer to whom the contract is awarded shall execute a written contract with the City within ten (10) calendar days after Notice of Award has been sent by mail to the Proposer at the address given in the proposal. The contract/agreement shall be made in the form adopted by the City and incorporated in these specifications. The Proposer represents that they possess, or have arranged through subcontracts, all capital and other equipment, labor and materials to carry out and complete the work hereunder in compliance with all Federal, State, County, City and Special District Laws, Ordinances, and Regulations, which are applicable.

### **3] Contract Assignment**

The Proposer shall not assign, transfer, convey, or otherwise dispose of the contract, or its right, title or interest, or its power to execute such a contract to any individual or business entity of any kind without the previous written consent of the City of Calabasas.

### **4] Non-Discrimination**

In the performance of the terms of this contract, the Contractor/consultant agrees that it will not engage in, nor permit such subcontractors/consultants as it may employ to engage in, discrimination in employment of persons because of age, race, color, sex, national origin, or ancestry, or religion of such person(s).

### **5] Payment Terms**

The City's payment terms are 30 days from the receipt of an original Invoice referencing the City's PSA and acceptance of the services.

### **6] Ownership of Reports and Data**

The originals of all studies, reports, exhibits, documents data and/or material(s) prepared and/or used to comply with any section/condition of these specifications, plus any copies of same required by the agreement to be furnished to the City, shall be deemed to be public records which shall be open to inspection by the public and, as such, shall become and remain the Property of the City.

### **7] Modification or Withdrawal of Submittals**

Any proposal received prior to the date and time specified for receipt of proposals may be withdrawn or modified by written request of the Proposer. To be considered, however, the modified proposal must be received by the time and date specified.

### **8] Property Rights**

Proposals received within the prescribed deadline become the property of the City and all rights to the contents therein become those of the City.





# Attachment B

## **9] Confidentiality**

Prior to award of the contract, all proposals will be designated confidential to the extent permitted by the California Public Records Act. After award of the contract, or if not awarded, after rejection of all proposals, all responses will be regarded as public records and will be subject to review by the public. Any language purported to render confidential all or portions of the proposals will be regarded as non-effective and will be disregarded.

## **10] Amendments to Request for Proposal**

The City reserves the right to amend the Request for Proposals by addendum prior to the final proposal submittal date.

## **11] Contract Term**

This contract will cover services provided from the date the contract is signed by all parties through the completion of the Services, and may be extended upon mutual consent of the parties. The fee proposed by Proposer must be valid for the entire period unless otherwise conditioned in the proposal.

## **12] Insurance**

The Contractor/consultant shall meet the insurance requirements as outlined in the Agreement, Section 11.

## **13] Non-commitment of Department**

This Request for Proposals does not commit the City to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The City reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified company or to modify or cancel in part or in its entirety the Request for Proposals if it is in the best interests of the City to do so.

## **14] Public Domain**

All products used or developed in the execution of any contract resulting from this Request for Proposals will remain in the public domain at the completion of the contract.

## **15] Termination**

The City reserves the right to terminate this agreement upon thirty (30) calendar days from written notice to the Contractor/consultant,

## **16] Required Timeframes**

The Contractor/consultant office hours shall be open from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays, so that the Contractor/consultant will be available to City staff. However, Contractor/consultant shall be available through phone, email or text communication for emergency response and service on a twenty-four (24) hour, seven (7) day per week basis.

## **17] Conflict of Interest Disclosure**

In accordance with California Government Code Section 87306, the Contractor/consultant awarded a contract may be required to file a Conflict of Interest Statement, Form 730. If such requirement is made, the filing must be no later than 30 days after the execution of the contract, annually thereafter prior to June 30th of each year for the duration of the contract, and within 30 days of termination of the contract. Failure to file any required statements will result in withholding payment for services rendered (See Attachment C).

## **18] Inspections**

City reserves the right to inspect the work being accomplished by the Contractor/consultant at any time.



CITY of CALABASAS

# Attachment C

## PROFESSIONAL SERVICES AGREEMENT

### CONTRACT SUMMARY

<b>Name of Contractor:</b>	
<b>City Department in charge of Contract:</b>	
<b>Contact Person for City Department:</b>	
<b>Period of Performance for Contract:</b>	
<b>Not to Exceed Amount of Contract:</b>	
<b>Scope of Work for Contract:</b>	

#### **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:

For Reference Only

**Proper documentation is required and must be attached.**



CITY of CALABASAS

# Attachment C

## PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

(City of Calabasas / **[Company or Individual]**)

### 1. IDENTIFICATION

For Reference Only

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into as of the last date indicated below by and between the City of Calabasas, a California municipal corporation (“City”), and **[enter consultant’s (company’s) name]**, a **[insert consultant’s state of incorporation]** **[insert consultant’s legal status e.g., individual, partnership, corporation, nonprofit public benefit corporation, limited liability company, etc.]** (“Consultant”) (collectively, “parties”).

### 2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: **[insert description of consultant’s services]**, as more fully described on Exhibit B 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 risk of 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.





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specifically approved in advance and in writing by City. Consultant shall notify the City Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the maximum amount payable above. Consultant shall concurrently inform the City 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 payable above.

- 5.3 Consultant shall perform all work to the highest standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict-of-interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.4 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 both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.5 Consultant represents that it 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. \_\_\_\_\_ **[enter name of Consultant's contact for purposes of Agreement]** shall be the Consultant Project Administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No other person shall serve as Consultant Project Administrator without City's prior written consent.
- 5.6 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.

For Reference Only
- 5.7 Consultant shall be responsible to City for all services to be performed under this Agreement. All subconsultants shall be approved by the City Agreement Administrator and their billing rates identified in the Approved Fee Schedule, Exhibit B. City shall pay Consultant for work performed by its subconsultants (including labor) only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit B. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subconsultants performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subconsultants.



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- 5.8 Consultant shall notify the City Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subconsultant. Change of ownership or control of Consultant's firm may require an amendment to the Agreement.
- 5.9 This Agreement is subject to prevailing wage law, for all work performed under the Agreement for which the payment of prevailing wages is required under the California Labor Code. In particular, Consultant acknowledges that prevailing wage determinations are available for the performance of inspection and survey work.
- 5.10 Pursuant to California Labor Code Sections 1773.2 and 1775, the Consultant shall forfeit as a penalty to City \$200.00 or any greater penalty provided in the Labor Code for each Calendar Day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the Contract employed in the execution of the work by Consultant or by any Subcontract under Consultant in violation of the provisions of the Labor Code. In addition, the difference between such prevailing wage rates and the amount paid to each worker for each Calendar Day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Consultant.
- 5.11 Pursuant to Labor Code § 1776, each consultant and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

For Reference Only

- (1) The information contained in the payroll record is true and correct.
- (2) The employer has complied with the requirements of Labor Code §§ 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

The payroll records enumerated under subdivision (a) shall be verified and shall be available for inspection at all reasonable hours as required by Labor Code § 1776.”

## **6. COMPENSATION**

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Approved Fee Schedule in full satisfaction for such services.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for services performed pursuant to this Agreement. Each invoice shall identify the



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maximum amount payable above, 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/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. City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall include a copy of each subconsultant invoice for which reimbursement is sought in the invoice.

- 6.3 The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 6.4 Payments for any services requested by City and not included in the Scope of Services may be made to Consultant by City on a time-and-materials basis pursuant to the Approved Fee Schedule and without amendment of this Agreement, so long as such payment does not cause the maximum amount payable above to be exceeded.

## **7. OWNERSHIP OF WRITTEN PRODUCTS**

All reports, documents or other written material, and all electronic files, including computer-aided design files, developed by Consultant in the performance of this Agreement (such written material and electronic files are collectively known as “written products”) 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.

## **8. RELATIONSHIP OF PARTIES**

For Reference Only

Consultant is, and shall at all times remain as to City, a wholly independent contractor. 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.

Under no circumstances shall Consultant look to the City as its 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, workers’ compensation, and other applicable federal and state taxes.





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# Attachment C

## 9. AGREEMENT ADMINISTRATOR

In performing services under this Agreement, Consultant shall coordinate all contact with City through its City Agreement Administrator. City reserves the right to change this designation upon written notice to Consultant. All services under this Agreement shall be performed at the request of the City Agreement Administrator, who will establish the timetable for completion of services and any interim milestones.

For Reference Only

## 10. INDEMNIFICATION

- 10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, taxes, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the parties intend the provisions of this indemnity provision to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.
- 10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and when the City requests with respect to a claim provide a deposit for the defense of, and defend City, its officers, agents, employees and volunteers from and against any and all claims, losses, costs and expenses for any damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, and injury to any property arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or any of 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 or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Such costs and expenses shall include reasonable attorneys' fees due to counsel of City's choice, expert fees and all other expenses 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.
- 10.3 City shall have the right to offset against any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 10 of this Agreement and any amount due City from Consultant arising from Consultant's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.





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- 10.4 The obligations of Consultant under this Section 10 of this Agreement are not limited by the provisions of any workers' compensation or similar statute. Consultant expressly waives its statutory immunity under such statutes as to City, its officers, agents, employees and volunteers.
- 10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in Section 10 of this Agreement from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others, Consultant agrees to indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims, losses, costs and expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 10.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply whether or not any insurance policies apply to a claim, demand, damage, liability, loss, cost or expense.
- 10.7 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.
- For Reference Only
- 10.8 Notwithstanding any federal, state, or local policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in CalPERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for CalPERS benefits.

## 11. INSURANCE



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- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement.
- 11.2 Any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements or limits shall be available to City as an Additional Insured as provided below. 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.
- 11.3 Insurance required under this Agreement shall be of the types set forth below, with minimum coverage as described:
  - For Reference Only
  - 11.3.1 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.
  - 11.3.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of **One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.**
  - 11.3.3 Worker's Compensation insurance if and as required by the laws of the State of California.
  - 11.3.4 Professional Errors and Omissions Insurance with coverage limits of not less than **One Million Dollars (\$1,000,000).**
- 11.4 Consultant shall require each of its subconsultants to maintain insurance coverage that meets all of the requirements of this Agreement provided however, that the City Agreement Administrator may waive the provision of Errors and Omissions Insurance by subconsultants in his or her sole discretion.
- 11.5 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.
- 11.6 Consultant agrees that if it does not keep the insurance coverages required by this Agreement in full force and effect, City may either (i) immediately terminate this



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Agreement; or (ii) take out the necessary insurance and pay the premium(s) thereon at Consultant's expense.

- 11.7 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the required coverages are in effect and naming City and its officers, employees, agents and volunteers as Additional Insureds. Prior to commencement of work under this Agreement, Consultant shall file with City's Risk Manager such certificate(s) and Forms **CG 20 10 07 04 and CG 20 37 07 04** or the substantial equivalent showing City as an Additional Insured.

For Reference Only

- 11.8 Consultant shall provide proof that policies of insurance required by this Agreement expiring during the term of this Agreement 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.
- 11.9 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as Additional Insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- 11.10 The insurance provided by Consultant shall be primary to any other 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.
- 11.11 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.12 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 in the amount of the deductible or self-insured retention to guarantee payment of losses and expenses.
- 11.13 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.



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# Attachment C

- 11.14 Consultant may be self-insured under the terms of this Agreement only with express written approval from the City.
  - 11.14.1 All self-insured retentions (SIR) must be disclosed to the City for approval and shall not reduce the limits of liability.
  - 11.14.2 Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or the City.
- 11.15 City reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

## 12. MUTUAL COOPERATION

For Reference Only

- 12.1 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.
- 12.2 If any claim, action, or proceeding 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, action, or proceeding.

## 13. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.



CITY of CALABASAS

# Attachment C

## 14. RECORDS AND INSPECTIONS

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. City shall further have the right to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

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 the Agreement.

## 15. 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.

## 16. 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:

[Name]

[title]

[Address]

[Address]

Telephone: (xxx) xxx-xxxx

Facsimile: (xxx) xxx-xxxx

For Reference Only

If to Consultant:

[Name]

[Company]

[Address]

[Address]

Telephone: (xxx) xxx-xxxx

Facsimile: (xxx) xxx-xxxx

With courtesy copy to:



CITY of CALABASAS

# Attachment C

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

## **17. SURVIVING COVENANTS**

The parties agree that the covenants contained in Section 10, Section 13, Paragraph 12.2 and Section 14 of this Agreement shall survive the expiration or termination of this Agreement.

## **18. TERMINATION**

For Reference Only

- 18.1 City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant may terminate this Agreement for any reason on thirty calendar days' written notice to City. 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 promptly returned to City upon the termination or expiration of this Agreement.
- 18.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then 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 as provided in Section 5.2 above and as otherwise provided in this Agreement.

## **19. GENERAL PROVISIONS**

- 19.1 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.
- 19.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed,



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religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.

For Reference Only

- 19.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are 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 section or paragraph shall govern construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular and vice versa, in any place or places herein in which the context requires such substitution(s).
- 19.4 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, 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 to be charged with the waiver.
- 19.5 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.
- 19.6 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. If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the party prevailing in such action, whether or not reduced to judgment, shall be entitled to its reasonable court costs, including any accountants' and attorneys' fees expended in the action. 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.
- 19.7 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 in its amended form shall be enforceable. 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





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unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

- 19.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.

For Reference Only

- 19.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the provisions of this Agreement and those 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 behalf of the City and Consultant.

- 19.10 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. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to 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. Such action 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.

*[Add the following paragraph 19.11, 19.11.1 and/or 19.11.2, as applicable, for consulting contracts with multiple phases, or contracts that relate to, or are prior to, subsequent phases of a larger project.]*

**19.11 Conflict of Interest / Multiple Phase Projects** – This Agreement is subject to the requirements of Government Code § 1097.6 relating to consultants entering into subsequent or multiple contracts for the same project.

**19.11.1 Engaging or Advising on Public Contracting on behalf of the City.**





CITY of CALABASAS

# Attachment C

A. The scope of Consultant's work is limited to conceptual, preliminary, or initial plans or specifications for a prior stage of the project.

B. Consultant shall provide access to the work, such that all bidders or proposers for the subsequent stages shall have access to the same information as Consultant, including all conceptual, preliminary, or initial plans or specifications prepared by Consultant pursuant to this Agreement.

## 19.11.2 Multiple Project Phases.

For Reference Only

A. Consultant's duties and services under this Agreement shall not include preparing or assisting the City with any portion of the City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City.

B. The City shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications.

C. Consultant shall cooperate with the City to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Consultant pursuant to this Agreement.

19.12 This Agreement shall be binding on successors and assigns of the parties.

19.13 Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.

19.14 **Recitals.** The Recitals are incorporated herein by this reference.

(Signature page follows)



CITY of CALABASAS

# Attachment C

**TO EFFECTUATE THIS AGREEMENT**, the parties have caused their duly authorized representatives to execute this Agreement as of the last date indicated below:

“City”

“Consultant”

[insert name]

By \_\_\_\_\_

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

[insert name], insert title]

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

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

Attest:

By \_\_\_\_\_

Lisa Pope, City Clerk

For Reference Only

**19] Date:** \_\_\_\_\_

Approved as to form:

By \_\_\_\_\_

Matthew T. Summers, City Attorney

**20] Date:** \_\_\_\_\_

**“EXHIBIT A”  
SCOPE OF WORK**

**21]**

[Insert Scope of Work text here]

For Reference Only

**“EXHIBIT B”  
APPROVED FEE SCHEDULE**

For Reference Only

## **NON-COLLUSION DECLARATION**

TO BE EXECUTED BY  
BIDDER AND SUBMITTED WITH BID

The undersigned declares:

For Reference Only

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state].”

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name of Signatory

## **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:

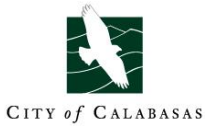
For Reference Only

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

22]



# Attachment D

## 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.**

1. No City Councilmember or other City official shall accept, solicit, or direct a campaign contribution of more than \$250 from any party<sup>1</sup> or agent<sup>2</sup> for 12 months after the City approves a contract. This prohibition commences when an application is filed, or a proceeding is otherwise initiated.
2. 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.
3. 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.

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<sup>1</sup> "Party" is defined as any person who files an application for, or is the subject

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.

of, a proceeding.

<sup>2</sup> "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.

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

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_ Phone \_\_\_\_\_