



PROFESSIONAL SERVICES AGREEMENT

CONTRACT SUMMARY

Name of Contractor:	Watearth, Inc.
City Department in charge of Contract:	Public Works
Contact Person for City Department:	Tra'a Bezdecny
Period of Performance for Contract:	November 18, 2024 – December 31, 2029
Not to Exceed Amount of Contract:	\$742,221
Scope of Work for Contract:	Las Virgenes Creek Restoration Project Phase III Design (PS&E)

Insurance Requirements for Contract:

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

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.

yes no - Is Auto insurance required in this contract?

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.

yes no - Is Professional insurance required in this contract?

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

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

Proper documentation is required and must be attached.

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS

(City of Calabasas / *Watearth, Inc.*)

1. IDENTIFICATION

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

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: Las Virgenes Creek Restoration Project Phase III Design (PS&E), 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 Tra’a Bezdecny. 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 September 17, 2024 fee schedule 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 Seven Hundred Forty Two Thousand Two Hundred Twenty-One Dollars (\$742,221).
- 3.6. “Commencement Date”: November 18, 2024
- 3.7. “Termination Date”: December 31, 2029

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. Jeremy Liby 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
 - Fire Damage (any one fire) \$ 50,000
 - 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: Tra'a Bezdecny 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

Tra'a Bezdecny
City of Calabasas
Public Works
100 Civic Center Way
Calabasas, CA 91302
Telephone: (818) 224-1600
Facsimile: (818) 225-7308

If to Consultant

Jeremy Liby
3371 Glendale Blvd. Suite 100
Los Angeles, CA 90039
Telephone: (213) 248-4554

With courtesy copy to:

Pam K. Lee
Calabasas City Attorney
Aleshire & Wynder, LLP
1 Park Plaza, Suite 1000
Irvine, CA 92614
Telephone: (949) 223-1170
Directory: (949) 250-5415
Email: plee@awattorneys.com

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”
Watearth

By: _____
Signature

By: _____
Signature

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

By: _____
Lisa Pope, City Clerk

Date: _____

Approved as to form:

By: _____
Pam K. Lee, City Attorney

Date: _____

**“EXHIBIT A”
SCOPE OF WORK**

Request for Proposals (RFP)

Las Virgenes Creek Restoration Project – Phase III Design (PS&E)

Background and Purpose –

The City of Calabasas is requesting proposals from experienced and qualified engineering firms to prepare technical plans, specification, and cost estimate (PS&E) for Las Virgenes Creek Restoration Project Phase III. The project limits are the Las Virgenes Creek between 100 feet north of Agoura Road and 600 feet south of Lost Hills Road.

The Las Virgenes Creek has had two previous Restoration Projects, Phases I & II. Phase I was completed in 2008 and the primary objective was to remove the 3,600 square yards of concrete which completely lined the Las Virgenes Creek north of Agoura Road. Phase II was completed in 2019 and repaired unstable creek slopes and gullies, removed debris, and made modifications to the fish passage barrier at Meadow Creek Lane. Phase II also removed invasive plants and replanted with native riparian species with a goal to replace shrubby non-native trees and shrubs with thinned willows and native riparian species that are more hydro-dynamic, bend with flood flows and do not retard flows.

Phase III, the proposed project, will include the following elements:

- Installation of rip rap for approximately 25 outlets for erosion control;
- Bank Stabilization and erosion control;
- Restoration and rehabilitation of areas along Las Virgenes Creek and the existing trail that were severely damaged by storms and the Woolsey Fire;
- Building an extension of the Lower Natural Trail including creek crossings at designated locations; and
- Development of a maintenance plan.

Phase III, the proposed project, may include the following elements:

- Building a mid-block crosswalk with HAWK device on Lost Hills Road; and
- Soft-bottoming concrete culverts at Meadow Creek Lane and Lost Hills Road.

Scope of Work –

The scope of work for this design project includes, but is not limited to, the following:

- Complete necessary studies for design, CEQA analysis, and permitting;
- Prepare final plans, specifications, and estimates (PS&E) for construction of the project;
- Complete necessary permitting and environmental documentation;
- Prepare for and attend various public workshops and meetings (2 workshops, 2 commission and 2 council meetings are anticipated);
- Provide construction engineering/support;

- Provide water quality monitoring pre- and post-construction;

Existing Resources –

City shall provide the selected consultant with available information regarding the Restoration of Las Virgenes Creek Phase I, Phase II, and Phase III (Conceptual Plans). This may include pertinent maps and aerial photographs, existing photogrammetric surveys and the base map, County Assessor's maps/property ownership, City, Flood Control District, State Parks documents, funding and permit information, contract documents, CEQA documents for the past projects in the surrounding area, and any other relevant documents as available to the City.

I. Conceptual Plan

The Conceptual Plan was developed in-house by City of Calabasas staff for the purpose of applying for grant funding. The Conceptual Plan includes a site plans for the proposed trail design and alignment, trail surfacing recommendations, typical sections, and typical details for the creek restoration-related project components. However, additions have been made to the scope that are not included in the Conceptual Plan; therefore, the Plan is not suitable for initial environmental review.

The site plans and associated cross-sections and details include the following:

- a) Demolition areas
- b) Access and gates
- c) Trail surfacing treatment
- d) Utility location information
- e) General trail locations

II. As-Built Plans

The As-Built Plans for Phase II were created by Quest Engineering Corp. The plans contain information about what was constructed and includes some information for work proposed in Phase III.

III. Studies

Many studies were completed for Phase II and can be made available, but these should not be relied upon solely due to time since the studies were performed.

- a) Topographical data, hydrology, hydraulics, geotechnical, etc.
- b) Geotechnical investigation/exploration, including pertinent geotechnical testing and an examination of trail alignment soil conditions and bank/slope stability and erosion issues and design recommendations for Phase II regarding the trail pavement design, compaction of fill or localized slope stabilization and foundation requirements. Information on drainage and cut slope seepage and erosion.

- c) Hydraulic analysis that focuses on stream velocity water depth and bed and bank shear needed to address stream restoration, stabilization, and fish passage issues. The key variables of the hydraulic model include creek capacity, velocities, and shear forces.
- d) Biological Assessment Report describing the potential for special-status plant and animal species to be present. In addition, associated riparian and/or wetland vegetation is described and characterized, and a general description and mapping of all vegetation types within the project area are presented.
- e) Wetland delineation including the estimation and mapping of the extent of "Ordinary High Water" of creek segments within 25 feet upstream and downstream of proposed work zones. Maps for use in more detailed GIS renderings.
- f) A report of the archaeological sensitivity of the project area based on a review of archival records and existing literature. This includes: (1) a review of a records search of a 0.25-mile radius from the project to be conducted by the California Historical Resources File System; (2) a review of various published compendiums, including the National Register of Historic Places and California Register of Historical Resources; (3) archival literature and records on file with Los Angeles County; (4) a previous request to the Native American Heritage Commission for a review of the Sacred Lands Inventory.

Deliverables –

- I. Plans, Specifications and Estimates (PS&E)
 - a) Submittal of plan set shall be delivered at 30%, 60%, and 90% complete and final.
 - b) The 60% plans shall include associated construction plans, elevations, cross sections and design details. Provide preliminary cost estimates.
 - c) Submittal of final plans, specifications and cost estimates at 90%.
 - d) Prepare an engineer's construction cost estimate based on the itemized quantity take-off from the contract documents. Submittal of the engineer's construction cost estimate shall be in a spreadsheet format. The estimate shall be in the form of a completed bid sheet or schedule, showing quantities, unit prices, and totals for all items of work. The basis for any recommended lump sum bid items shall also be provided. Work closely with the project construction budget to keep the project within the budget goals.
 - e) Provide any and all calculations performed for the design.
 - f) Prepare a Storm Water Pollution Prevention Plan (SWPPP) for use during construction of the project. The SWPPP shall comply with MS4 permit and General Construction permit requirements appropriate for the project.
 - g) Prepare Final (100%) PS&Es including Bid Documents and Construction Specifications in accordance with City standards and best engineering practices. These documents shall be prepared as Construction Documents and shall provide a clear design intent of the project, general notes, identification of the existing conditions and, resources to be protected, an overview and detailed sheets showing all project components, as well as all contract requirements (general provisions, technical specifications, bid instructions and bid sheets, etc.). Copies of all permits as appendices shall be attached to the final design.
 - h) All original sheets shall be stamped by a professional engineer. Sheet size shall be 24" x 36".

- i) When project is complete, provide a digital file of the specification package in Microsoft Word format for Windows and AutoCAD files for all plan sheets, including referenced files and all applicable settings.
- j) Prepare construction specifications consistent with the City format.
- k) Design submittals shall include all requirements, mitigation measures, and conditions identified by the environmental document.

II. Permitting and Environmental Documentation

- a) Prepare the CEQA environmental document, the National Environmental Policy Act (NEPA) and any permit applications including a California Fish & Wildlife 1600 Lake and Streambed Alteration Notification, a Regional Water Quality Control Board 401 Water Quality Certification, and a US Army Corps of Engineers 404 permit. A CEQA Initial Study/Mitigated Negative Declaration is anticipated; however, Consultant will be required to prepare the level of document required for CEQA compliance. City shall pay all permitting and filing fees.
- b) Draft Mitigation Monitoring and Reporting Program (MMRP) as required by CEQA.
- c) Prepare responses to comments received during environmental document public review period and any comments from public meetings.
- d) Represent the City with regulatory agencies regarding clarification of project issues and permit requirements, and mitigation needs and proposals.
- e) Identify all permitting agencies and prepare a master list of permits required. The City anticipates that Consultant will prepare project permit applications to submit to regulatory agencies including, but not limited to:
 - i. City of Calabasas
 - ii. County of Los Angeles
 - iii. California Department of Fish and Wildlife
 - iv. Regional Water Quality Control Board
 - v. U.S. Army Corps of Engineers
- f) Identify all drainage/BMP structure improvements, based upon hydrology, hydraulic calculations and water quality issues. Structural BMPs shall be incorporated into the design for stormwater quality improvements prior to entering natural waterways.
- g) Produce the final environmental document and Mitigation Monitoring and Reporting Program (MMRP), as required.
- h) Prepare the Notice of Intent (NOI) to Adopt the environmental document and the Notice of Determination (NOD) with the County Clerk, and assist with circulation and distribution to the State Clearinghouse. Consultant shall support the City through the entire CEQA process.

III. Meetings and Workshops

- a) 1 internal Kick-Off Meeting with City Staff
- b) 2 Public Workshop events after the completion of 30% design and 60% design
 - i. Present draft plans to residents and stakeholders and answer questions.

- ii. Be available to meet individually with key stakeholders, assist the City in setting up a schedule, and in preparing all notices, agendas, website graphics and materials, and meeting minute notes (these meetings may be virtual).
 - iii. Incorporate community and stakeholder input into subsequent progress submittals.
 - c) 2 Commission Workshops after the completion of 30% design and 60% design
 - i. Present draft plans to the Calabasas Environmental Commission and answer questions during public meeting.
 - ii. Incorporate Commissioner input into subsequent progress submittals.
 - d) 2 Council Meetings after the completion of 60% design and final design
 - i. Present draft plans to the Calabasas City Council and answer questions during public meeting. Incorporate Council input into subsequent progress submittals.
 - ii. Present the final design to the Calabasas City Council.

IV. Construction Bid Documents

- a) One full-size set of final plans (24"x36") as original drawing plans to the City, with each page stamped and signed by a Professional Engineer licensed in the State of California.
- b) Two unbound copies of half-size (11"x17") final plans of the final construction documents (100%-Construction).
- c) Two unbound copies of project construction specifications that address all final review comments. Do not bind any of the plans or specifications unless requested, so that they may be reproduced for the Contractor.
- d) Provide one set of electronic copies of final construction plans and specifications, in AutoCAD, Microsoft Word, and in .pdf format. All non-pdf files shall be interactive files, not "read only." Provide one electronic copy of the final Engineer's Opinion of Cost spreadsheet. Provide all design calculations. City retains ownership of all work produced under this agreement.
- e) One hard copy of the final Engineer's Opinion of Cost, stamped and signed by a Professional Engineer, registered in the state of California.

V. Construction Bidding Procedure

- a) Attend the mandatory pre-bid meeting with the proposed construction contractors.
- b) Bidding procedures shall be the responsibility of the City, but any necessary corrective action shall be in the form of an addendum prepared by the Consultant.
- c) Draft responses to bidders' inquiries as requested by the Director of Public Works.
- d) Provide City with an electronic copy of the Draft Bidder Inquiry Responses.

VI. Construction Support Phase

- a) Oversight of the construction phase of the project shall be the responsibility of the City. Correspondence by phone and e-mail shall be conducted between City and the Consultant on a regular basis.
- b) During the construction phase, work closely with City within the budget allotted to assist and advise the City in order to minimize construction conflicts and to expedite project completion.
- c) Attend the pre-construction meeting and construction meetings.
- d) Review all submittals and shop drawings.

- e) Responding to contractor's requests for information (RFI's).
- f) Review proposed change orders and draft change order language as requested by the City.
- g) Provide verification/inspections during construction.
- h) Interact with material testing consultant.
- i) Prepare an As-Built record drawing set based on red-line mark ups. Review record of changes that occur during the construction phase and verify that red-lined plans reflect changes that occur during construction.

VII. Maintenance

- a) Develop a semi-annual maintenance plan.
- b) Prepare maintenance permit applications to submit to regulatory agencies including, but not limited to:
 - i. City of Calabasas
 - ii. County of Los Angeles
 - iii. California Department of Fish and Wildlife
 - iv. Regional Water Quality Control Board
 - v. U.S. Army Corps of Engineers
- c) Develop a cost estimate for completing semi-annual maintenance

Proposal Submittal –

Proposals must be submitted by email on or before **2:00 p.m. on Tuesday, September 17, 2024**. Proposals received after the date and time specified will not be considered. Electronic submittals must be sent to the e-mail address listed below. Submittals sent to any other email address will NOT be forwarded nor accepted. Please use the Delivery Receipt option to confirm receipt of your email.

E-mail – tbezdecny@cityofcalabasas.com

Proposals submitted to the City must comply with and contain all of the information requested in this RFP. The selected company shall generally agree with the terms and conditions shown in the Professional Services Agreement, (Attachment A) before submitting the proposal. Consultants 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.

Inquiries –

All inquiries regarding the Request for Proposal shall be submitted, in email, to Ms. Tatiana Holden at tholden@cityofcalabasas.com with “RFP Las Virgenes Creek PS&E Questions” in the subject line, by **5:00 p.m. on Wednesday, August 21, 2024**. Please use the Delivery Receipt option to verify receipt of your email. Consultants 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 **Friday, August 30, 2024**. Only questions submitted through this process will be allowed.

**“EXHIBIT B”
APPROVED FEE SCHEDULE**

24-098.0 City of Calabasas Las Virgenes Creek Restoration Phase III Project (Watearth)
Watearth, Inc. - © 2024
2024-09-24

Task	Principal	Project Manager	Sr. Engineer	Engineer	Sr. Environmental Planner	Environmental Planner	Sr. Designer	Outreach and Communications Specialist	Technical Editor	Total Hours	Totals
	\$ 405.00	\$ 210.00	\$ 250.00	\$ 200.00	\$ 225.00	\$ 145.00	\$ 190.00	\$ 160.00	\$ 100.00		
Task I: Plans, Specifications, and Estimates	10.0	150.0	0.0	113.0	0.0	0.0	1353.0	0.0	0.0	1626.0	\$ 315,220.00
Task II: Permitting and Environmental Documentation	10.0	96.0	0.0	0.0	117.0	800.0	0.0	0.0	0.0	1023.0	\$ 166,535.00
Task III: Meetings and Workshops	16.0	16.0	0.0	0.0	16.0	0.0	16.0	75.0	0.0	139.0	\$ 28,480.00
Task IV: Construction Bid Documents	1.0	4.0	1.0	0.0	0.0	0.0	30.0	0.0	0.0	36.0	\$ 7,195.00
Task V: Construction Bidding Procedure	5.0	13.0	1.0	13.0	17.0	0.0	67.0	0.0	0.0	116.0	\$ 24,160.00
Task VI: Construction Support Phase	2.0	53.0	33.0	130.0	10.0	10.0	159.0	0.0	0.0	397.0	\$ 80,100.00
Task VII: Maintenance	18.0	35.0	37.0	15.0	57.0	150.0	52.0	0.0	5.0	369.0	\$ 71,845.00
Subtotal All Tasks	62.0	367.0	72.0	271.0	217.0	960.0	1677.0	75.0	5.0	3706.0	\$ 693,535.00
Expenses											
Mileage (30 trips @ 56mi RT @ \$0.67/mi)											\$ 1,125.60
Final Plans Printing (220 pages)											\$ 400.00
Subtotal Expenses											\$ 1,525.60
Overall Total											\$ 695,060.60
Add-On	2.0	10.0	15.0	30.0	0.0	0.0	50.0	0.0	0.0	107.0	\$ 22,160.00
a HAWK Pedestrian Cross Walk	1.0	4.0	5.0	10.0	0.0	0.0	20.0	0.0	0.0	40.0	\$ 8,295.00
b Soft Bottoming	1.0	6.0	10.0	20.0	0.0	0.0	30.0	0.0	0.0	67.0	\$ 13,865.00
Add-on Total											\$ 22,160.00

Budget Assumptions

Rates valid FY2026-2027. Subject to escalation thereafter.
Invoices will be submitted monthly on a percent-complete basis per the lump sum budget.

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 _____