

CITY OF UPLAND



REQUEST FOR PROPOSAL FOR PARKS & OPEN SPACE MASTER PLAN

RFP: # _____

Issue Date: **September 4, 2025**
Due Date: **September 30, 2025**
Thursday, 5:00 p.m.

City Contact: Jessica Escoto
Phone: (909) 931-4287
Email: jescoto@uplandca.gov

PURPOSE

The City of Upland is seeking proposals from qualified consulting firms with demonstrated expertise in recreation facility planning, community engagement, recreation program assessment, financial analysis, and organizational analysis to prepare the City’s first comprehensive Parks and Open Space Master Plan. The purpose of this plan is to provide a strategic, data-driven framework to guide the development, enhancement, and sustainability of the City’s parks, recreational facilities, programs, and services over the next 10–15 years. The selected consultants will work collaboratively with City staff, community stakeholders, and the public to assess current conditions, identify community needs and priorities, evaluate organizational and financial resources, and recommend actionable strategies to ensure the City of Upland’s parks and open space system continues to serve residents with quality, accessible, and inclusive opportunities.

INTRODUCTION

Incorporated in 1906, the City of Upland is situated on the western boarder of San Bernardino County, bordered by the cities of Claremont, Montclair, Ontario, and Rancho Cucamonga. Upland, known as the “City of Gracious Living”, is nestled at the base of the San Gabriel Mountains and encompasses 15.3 square miles. It has an estimated population of 78,699 as of July 1, 2023.

The Public Works Department is currently responsible for providing recreation programs, services, and events through its Recreation and Community Services Division. Additionally, the Division collaborates with the Operations Division to manage and maintain 13 parks and 3 recreation facilities.

The Recreation & Community Services Division’s operating budget for the 2025/2026 Fiscal Year includes over \$3.6 million in expenditures from the City’s General Fund and over \$500,000 in revenues from user fees and participation fees. In addition to the City’s General Fund, there are over \$11 million in restricted funds available for park improvement projects throughout the City.

PROPOSAL TIME SCHEDULE

Thursday, September 4, 2025	Request for Proposal (RFP) posting via the City of Upland’s PlanetBids portal at https://vendors.planetbids.com/portal/66713/portal-home
Thursday, September 18, 2025	Final Questions Due from Proposers by 12 p.m. noon
Tuesday, September 23, 2025	Response to Questions and Clarifications posting on www.uplandca.gov
Tuesday, September 30, 2025	RFP due prior to 5:00p.m. via Planetbids
Thursday, October 2, 2025	Evaluation of Proposals
Week of October 13, 2025	Interviews (If Needed)
Monday, October 20, 2025	Notification to Proposers
Monday, October 27, 2025	Anticipated Contract Award

DESCRIPTION

Scope of Services

The Parks and Open Space Master Plan creation will require a broad system assessment, including citywide evaluation and inventory to identify parks, recreation, facility, trail and open space resources, deficiencies, and opportunities.

The selected Consultant will be expected to maintain an open dialogue with staff and to work closely with the City's project team (Project Team) to ensure the new Parks and Open Space Master Plan reflects the vision and priorities of the City and its residents.

The following description of the scope of services is not definitive and intended as a guide to illustrate anticipated project parameters. Proposers are encouraged to present their own path to producing a comprehensive Parks and Open Space Master Plan based on best practices and areas generally covered in a Parks and Open Space Master Plan document.

Proposed work plans should incorporate the use of technology (i.e., electronic surveys, use of web for Parks and Open Space Master Plan progress, online meeting software, use of infographics) for effective communication and maximum stakeholder involvement while minimizing Parks and Open Space Master Plan costs.

***** The desired timeline the completed Park and Open Space Master Plan is 9 months (not to exceed a maximum of 12 months). *****

Major tasks for this project should include, but not be limited to:

I. Establish Master Plan Goals & Objectives

1. Identify the background, purpose, goals, and objectives of the Parks and Open Space Master Plan.
 - Consider future trends and planning for best practices for use of public space for recreation, wellness, and community building.

II. Evaluate Existing Conditions

1. Review applicable studies, plans and policies.
2. Compile an inventory and assessment of the existing parks and recreation facilities. The analysis should consider the capacity of each amenity (meeting rooms, playgrounds, ball fields, sports courts, trails, natural areas, amenities, etc.) as well as their functionality, accessibility, condition, convenience and useful life.
3. Conduct an inventory of existing public recreation programming, including sports, arts, education, entertainment, alternative recreation, etc.
4. Analyze if the available inventory of park and recreation facilities within the city and immediate surrounding area are aligned with nationally recognized standards related to park acreage, active fields (baseball, softball, soccer etc.), tennis / pickleball courts, and more.

III. Outreach and Engagement

1. Meet with Project Team and/or other key staff members during plan development to finalize project parameters, assess park conditions, understand community issues, and vet recommendations.
 - Note: Consultant shall hold meetings with the Project Team as often as necessary, but in no case less than once per month, for the purpose of progress reporting.
2. Develop and administer a robust public engagement campaign to assess community needs, priorities, and satisfaction with current amenities and offerings.
 - Utilize explicitly participatory community engagement techniques to organize and extract input from diverse community stakeholders, including but not limited to:
 - Interviews with key stakeholders
 - Special interest focus groups
 - Meetings with local agencies involved in parks, open space and recreation.
 - Community survey(s)
 - Community meetings / workshops, sidewalk / pop-up engagement.
 - The City will assist consultant by securing meeting space, and distributing announcements through social media, city web site, etc.
 - Note: Consultant will be expected to conduct a minimum of five (5) community workshops.
3. Presentations to City committee and City Council
 - Present document (draft and final) to the Upland Public Works Committee for review and comment.
 - Present document (final) to the Upland City Council for review, comment, and final direction.
4. Prepare all handouts, graphics, maps, agendas, displays, and other materials necessary for the conduct of successful meetings, workshops, presentations, study sessions, etc.

IV. Needs Assessment

1. Conduct a comprehensive parks, facilities and recreation needs assessment incorporating:
 - Community needs
 - Programming needs
 - Park, open space, and facility needs.
 - Staffing analysis
 - Demographic, economic, and social trends analysis
 - Comparative analysis with communities of similar size and density

- Comparative analysis with relevant national, state, and local standards including:
 - Those established by the National Park and Recreation Association (NRPA)
 - Those established by the California Parks and Recreation Society (CPRS)
 - Those established by neighboring agencies including but not limited to the cities of Claremont, La Verne, Rancho Cucamonga, Ontario, and Chino.
 - Emerging trends from national and regional studies.
 - Research and analysis (from above items, existing conditions study, etc.).
2. Identify opportunities to incorporate technology and art to enhance existing and new amenities.
 3. Consolidate findings into a gap analysis report with short and long-term (10-year) forecasting.

V. Recommendations

1. Identify and prioritize modifications to existing parks and recreation facilities.
2. Identify and prioritize opportunities for development and/or acquisition of new parks, recreation facilities, trails, and open space.
3. Identify and prioritize implementation of new recreation/community services programs and services.
 - Particular attention to be given to youth/teen and senior populations.
4. Address costs to implement recommendations, including operations and maintenance cost increases.
 - Provide recommendations to meet funding needs including, but not limited to, financing options, private and public funding opportunities, and partnerships.
5. Employ statistically significant analytical methods to support any findings and recommendations generalized across the entire community.
6. Provide implementation action plan for recommendations.
 - Include estimates of annual costs for implementation (capital, operating, maintenance, and replacement) and identify funding sources.

VI. Preparation of Master Plan Document

1. Over the course of the project, present drafts of main Parks and Open Space Master Plan components to the Project Team for review and comment including, but not limited to:
 - Outreach and engagement plan
 - Outreach/promotional collateral

- Survey draft(s)
 - Facilities and programming inventories
2. Provide draft document segments to Project Team for review at the 30% phase, 60% phase, and 90% phase.
 3. Present document to:
 - Upland Public Works Committee for review and comment (draft and final).
 - Upland City Council for review, comment, and final direction (final).
 4. Prepare final master plan document.
 - The adopted Parks and Open Space Master Plan shall be provided in hard copy, print-ready Adobe Portable Document Format (PDF), and editable electronic file format compatible with City software.
 - Provide thirty (30) bound copies of final approved document.
 - All data, information, materials, and work produced including final text, maps, and graphics including all digital files shall become the sole property of the City of Upland.
 5. Attend the Upland Public Works Committee and City Council meetings as needed regarding adoption of the Parks and Open Space Master Plan.

Instructions to Proposers

Proposal Preparation

Proposal Format: Proposals must be typewritten.

Conformance to Proposal Requirements: Proposals must conform to the requirements of the Request for Proposal. All necessary attachments (references, descriptive literature, etc.) must be submitted with the proposal and in the required format. Proposal prices must be the unit indicated in the proposal. Failure to comply with all requirements may result in the rejection of your proposal.

Contract Requirement: Contractor shall execute a written contract with the City within ten (10) calendar days after notice of the award has been sent by mail to the address given in this proposal.

Proposal Submission: The City invites and will receive electronic Bids (online only) via the City of Upland's PlanetBids portal at <https://vendors.planetbids.com/portal/66713/portal-home> up to but not later than 5:00 p.m. on Tuesday, September 30, 2025. Proposals must be submitted through the City of Upland's PlanetBids portal. Proposals must be uploaded in a single searchable PDF file. PlanetBids has a 150 MB file size limit on uploads. If the proposal PDF is larger than this limit, proposers are allowed to logically split the PDF into multiple PDFs of less than 150 MB file size and upload them separately. Late or incomplete proposals will not be accepted. Planet Bids Technical Support - In the event of technical difficulties during the uploading process, please contact the Planet Bids, Online system team (M-F, except holidays, from 5 a.m. to 5 p.m., Pacific Time) at 818-992-1771

Proposal Modification: Modifications or erasures made before proposal submission must be initialed in ink by the person signing the proposal. Proposals, once submitted, may be modified in writing before the time and date set for proposal closing. Any modifications shall be prepared on company letterhead, signed by an authorized representative, and state that the new document supersedes or modifies the prior proposal. Modifications must be submitted in a sealed envelope clearly marked “Proposal Modification” and closing date. Proposers may not modify proposals after proposal closing time.

Proposal Withdrawals: Proposals may be withdrawn in person or in writing by presenting their withdrawal on company letterhead signed by an authorized representative, and received by the Recreation and Community Services Manager, prior to the proposal closing time.

Protest of Proposal Specifications: A proposer who believes proposal specifications are unnecessarily restrictive or limit competition may submit a protest, in writing, to the Recreation and Community Services Manager. To be considered, protests must be received at least five (5) days before the proposal closing date. Envelopes containing protests should be clearly marked as follows:

Proposal Specification Protest

Proposal Name: Parks and Open Space Master Plan Closing Date: September 30, 2025

Clarifications: Should a consultant require clarification to this RFP, the consultant shall notify the City in writing in accordance with directions for “submitting requests” outlined below. Should it be found that the point in question is not clearly and fully set forth in the RFP; the City may issue a written addendum clarifying the matter.

Submitting Requests: All consultant questions, clarifications or comments shall be submitted in writing and must be received by the City no later than **September 18, 2025**, and be addressed as follows:

email to: iescoto@uplandca.gov

All correspondence shall be clearly marked on the outside in the case of written questions, or in the Subject heading in the case of e-mails, or on the cover sheet in the case of facsimiles, with “RFP – Proposal for Parks and Open Space Master Plan -- Questions”.

Inquiries for clarification received after September 18, 2025 will not be accepted.

City Responses: Responses from the City will be communicated in writing by Addendum and will be posted on the City website no later than **Tuesday, September 23, 2025**.

ACCEPTANCE OF PROPOSAL

- The City reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- The City reserves the right to withdraw this RFP at any time without prior notice and the City makes no representations that any contract will be awarded to any consultant responding to this RFP.
- The City reserves the right to postpone proposal opening for its own convenience.

Pre-Contractual Expenses

- Pre-contractual expenses are defined as expenses incurred by the consultant in:
 - preparing its proposal in response to this RFP;
 - submitting the proposal to The City;
 - negotiating with The City any matter related to the proposal; or
 - any other expenses incurred by the consultant prior to date of award, if any, of the Agreement.
- The City shall not, in any event, be liable for any pre-contractual expenses incurred by consultant in the preparation of its proposal. Consultant shall not include any such expenses as part of its proposal.

Contract Award: Issuance of this RFP and receipt of proposals does not commit the City to award an Agreement. The City reserves the right to postpone proposal opening for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with other than the selected consultant(s) should negotiations with the selected consultant(s) be terminated, to negotiate with more than one consultant simultaneously, or to cancel all or part of this RFP.

Acceptance of Order: The successful consultant(s) will be required to accept a Purchase Order and execute a written agreement (see Appendix B - City Standard Agreement) in accordance with and including as a part thereof the published notice of Request for Proposals and this Request for Proposals, including all requirements, conditions and specifications contained herein, with no exceptions other than those specifically listed in the written purchase order and/or Agreement.

EVALUATION AND AWARD: The evaluation criteria listed below will be utilized in the evaluation of the respondent's written proposals and/or demonstration/presentation accordingly. The expectation is that those proposals in the competitive range may be considered for contract award. The proposal shall give clear, concise information in sufficient detail to allow an evaluation based on the criteria below. A respondent must be acceptable in all criteria for a contract to be awarded.

Minimum requirements are as follows:

1. Have a minimum of three (3) similar projects within the last seven (7) years providing the same or similar services requested in this RFP.
2. Have sufficient staff and/or sub-consultants available with experience in the disciplines required for this service.
3. Provide reference(s) of agencies you have contracted with, providing the same or similar services.

4. Have no outstanding or pending complaints as determined through the Better Business Bureau, State of California Department of Consumer Affairs.
5. Have the administrative and fiscal capability to provide and manage the proposed services.

EVALUATION CRITERIA: Proposals that meet the minimum threshold requirement above will be evaluated as follows:

Capacity to Perform - 50 possible points

Respondents shall demonstrate the capacity to provide the services described in the RFQ and to respond to the public, the City, and other stakeholders in a timely manner. Defined expectations for timeliness of service delivery and stakeholder communication should be outlined with the submittal.

Community Outreach Strategy - 30 possible points

All proposals will be evaluated with regard to community outreach. Respondents shall submit a detailed community outreach plan that accounts for stakeholder engagement ranging from community members, governmental/private organizations that are stakeholders in parks/open space initiatives, elected officials, etc.

Cost Structure - 15 possible points

The City is not required to accept the lowest bid for this RFP. However, as with any public procurement process, cost will be considered in the overall scoring of all proposals.

Submission Quality – 5 possible points

Proposal shall be well-organized, professionally communicated, and meets all RFP specifications.

TOTAL AVAILABLE POINTS: 100

EVALUATION PROCEDURE: All proposals received as specified will be evaluated by City staff in accordance with the above criteria. During the evaluation period, the City may do any or all of the following: generate a “short list” and conduct interviews with the top candidates; conduct on-site visits and/or tours of the candidates’ places of business; conduct negotiations with the most qualified candidate(s). Consultants should be aware, however, that award may be made without consultant visits, interviews, or further discussions or negotiations.

By submitting a response to this RFP, vendors waive all right to protest or seek any legal remedies regarding any aspect of this RFP. Although the City intends to choose the most qualified proposal, the City reserves the right to reject all or select any number of qualified proposals. The successful firm shall enter into a formal agreement with the City based upon the contents of the RFP and the firm's corresponding proposal.

All firms submitting a proposal shall carefully review the attached sample agreement, especially in regard to the indemnity and insurance provisions, and include with the proposal, a description of any exceptions requested to the standard agreement. If there are no exceptions, a statement to that effect shall be included in the proposal.

AWARD: If the City elects to proceed, final selection of consultant is expected to occur in October 2025. In addition, negotiations may or may not be conducted with consultants; therefore, the proposal submitted should contain your most favorable terms and conditions, since the selection and award may be made without discussion with any consultant.

The contract will be awarded to the proposer who, in the opinion of the City Manager or the City Consultant Selection Committee, offers the best combination of price and performance and meets all requirements of the specifications. If there are discrepancies between services, the City reserves the right to clarify pricing. A failure on the proposer's part to list all cost components detailed to the service will not be accepted; if this information is not included the City has an acceptable justification to reject the proposal.

Proposals become the property of the City. Upon selection of the successful proposal and before award of the contract, the proposals/bids and supporting documentation will become public record and subject to disclosure, as required by the California Public Records Act. (Note: Unsuccessful proposals must be retained for two years. Successful proposals must be retained for Audit+5 based on the City's retention policy) The City also reserves the right to waive non-substantial irregularities in any proposal, to reject any or all proposals, to reject or delete one part of a proposal and accept the other, except to the extent that proposals are qualified by specific limitations.

Proposals which require payment in less than thirty (30) days after receipt of invoice or delivery of services, whichever is later, may be rejected.

Selection of the successful consultant will be performed by the City Consultant Selection Committee, formed by the City. The committee may decide to interview several consultants before making a choice. The recommended consultant chosen by this committee shall be submitted to the City Council for final approval.

Arrangements for compensation may be negotiated after the consultant is selected. The consultant shall enter into a formal agreement with the City based upon the contents of the RFP and the Consultant's proposal. The City's standard form of agreement is enclosed for your review.

The Consultant shall carefully review the agreement, especially in regard to indemnity and insurance provisions, and include with the proposal a description of any exceptions requested to the standard agreement. If there are no exceptions, a statement to that effect shall be included in the proposal.

DISCLAIMER

This request for Proposal does not commit the City to award a contract, or to pay any costs incurred in the preparation of the proposal. The City reserves the right to extend the due date for the proposal, to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified consultant, to cancel this Request for Proposal in part or in its entirety, and to procure alternate or additional consulting services. The City may require the selected consultant to participate in negotiations and to submit such technical, fee, or other revisions of their proposals that may result from negotiations.

The City of Upland may reject any proposal not in compliance with all prescribed public bidding procedures and requirements and may reject for good cause any and all proposals upon the City finding it is in the public interest to do so. 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 herein. The City reserves the right to accept other than the lowest priced offer.

Proposals received after the time established for receiving proposals will not be considered.

Facsimile and E-mail proposals are not acceptable.

The City of Upland programs, services, and activities are open to all persons without regard to race, sex, age, handicap, religion, ethnic background, or national origin. For further information about this policy, please contact the Administrative Services Department of the City of Upland, (909) 931-4120.

The Consultant 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.

The Agreement shall be terminated by the City upon giving a written "Notice of Termination" to consultant at least fifteen (15) days prior to the date of termination specified in said Notice. In the event the agreement is terminated, consultant shall be compensated on a pro-rate basis with respect to the percentage of the project completed as of the date of termination. In no event, however, shall the consultant receive more than the maximum specified in agreement. Consultant shall provide to the City any and all documents and photographs whether in draft or final form, prepared by the Consultant as of the date of termination. Consultant may not terminate agreement except for cause.

CONTRACT PERFORMANCE

Audit: City shall have the option of inspecting and/or auditing all records and other materials used by the Consultant in preparing its invoices to City as a condition precedent to any payment to Consultant.

Interests of Consultant: Consultant covenants that it presently has no interest, and shall not acquire and interest-direct, indirect, or otherwise, that would conflict in any matter or degree with the performance of the work hereunder. Consultant further covenants that, in the performance of this work, no subcontractor or person having such an interest shall be employed.

Consultant certifies that no one has or will have any financial interest in performing this work, nor are they an officer or employee of the City. It is hereby expressly agreed that in the performance of the work hereunder, the Consultant shall at all times be deemed an independent consultant and not an agent or employee of the City.

PROPOSAL RESULTS

All proposers will be notified via email regarding the results of the proposal process. Proposers may request tabulation of awarded proposals.

Proposal shall be submitted no later than 5:00 p.m. on Tuesday, September 30, 2025 and late proposals will not be accepted.

Enclosures:

- Professional Services Agreement (Appendix A)
- Non-Collusion Agreement (Appendix B)
- California Levine Act Disclosure Statement (Appendix C)

APPENDIX A

CITY OF UPLAND PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of _____, 20____ by and between the City of Upland, a public agency organized and operating under the laws of the State of California with its principal place of business at 460 N. Euclid Avenue, Upland, CA 91786 ("City"), and [***INSERT NAME***], a [***INSERT TYPE OF ENTITY - CORPORATION (must include state of incorporation), PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY***] with its principal place of business at [***INSERT ADDRESS***] (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project:

(hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A." **[Alternatively, Scope of Services can be included here and all subsequent exhibits renumbered accordingly.]**

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B." **[Alternatively, Schedule of Charges may be included here and all subsequent exhibits renumbered accordingly.]**

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$_____ **[Insert amount of compensation]**. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

c. The City Manager may approve Additional Work, as further defined in Section 3, up to ten percent (10%) of the amount of the Agreement or fifty thousand dollars

(\$50,000.00). In no event shall the total sum of the agreement (original compensation amount and Additional Work) exceed **[insert total amount of compensation] (\$##,###.##)**. Any additional work in excess of this amount shall be approved by the City Council.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. **[Insert Term or Time of Performance].**

[If engaging the Consultant for a particular term, use the following provision]

The term of this Agreement shall be from **[Insert start date]** to **[Insert end date]**, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed (“Notice to Proceed”). **[If the City has specific milestones or timelines for performance, please input those requirements in the “Activity Schedule” attached as Exhibit C, otherwise delete Exhibit C.]** The Notice to Proceed shall set forth the date of commencement of work.

[If engaging the Consultant to perform a discrete task with a specified deadline, use the following provision]

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the City to proceed (“Notice to Proceed”). Consultant shall complete the services required hereunder within **[Insert number of calendar days for performance of the services – if more detail is required attach “Activity Schedule” as Exhibit C, otherwise delete Exhibit C.]** The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; pandemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

a. PERS Eligibility Indemnification

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 the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS 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 PERS 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.

Notwithstanding any other agency, state or federal 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 PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

11. Insurance. [City Risk Manager to Review] Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Contractors Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 combined single limit
Employer's Liability	\$1,000,000 per accident or disease
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or

subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the

Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

[Delete the following title and insert "Reserved", if not applicable.]

15. City Material Requirements.

Consultant is hereby made aware of the City's requirements regarding materials, as set forth in **[Insert the name of the document that contains the City's standard material requirements]**, which are deemed to be a part of this Agreement.

16. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Bernardino, State of California.

17. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be

entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

18 Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

19. Organization

Consultant shall assign _____ as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:

City of Upland
460 N. Euclid Avenue
Upland, CA 91786
Attn[***INSERT TITLE & DEPARTMENT***]

CONSULTANT:

[***INSERT NAME, ADDRESS & CONTACT PERSON***]

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to

initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

28. Time of Essence

Time is of the essence for each and every provision of this Agreement.

29. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

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. 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 director, official, 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.

31. Federal Requirements [***INCLUDE THIS SECTION ONLY IF APPLICABLE; DELETE OTHERWISE AND DELETE ASSOCIATED EXHIBIT. YOU MAY ALSO NEED TO INCLUDE SOME INFORMATION IN THE RFP DUE TO FEDERAL FUNDING GUIDELINES. CONSULT LEGAL COUNSEL IF NECESSARY***]

When funding for the services is provided, in whole or in part, by an agency of the federal government, Consultant shall also fully and adequately comply with the provisions included in Exhibit "D" (Federal Requirements) attached hereto and incorporated herein by reference ("Federal Requirements"). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

[SIGNATURES ON FOLLOWING PAGE]

SAMPLE

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF UPLAND
AND [***INSERT NAME***]**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

CITY OF UPLAND

Approved By:

[INSERT NAME OF CONTRACTOR]

[If Corporation, TWO SIGNATURES, President OR Vice President AND Secretary OR Treasurer REQUIRED]

By: _____
[INSERT NAME]
[INSERT TITLE]

By: _____

Its: _____

Printed Name: _____

ATTEST:

By: _____
Keri Johnson
City Clerk

By: _____

Its: _____

Printed Name: _____

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City

Attorney

EXHIBIT A
Scope of Services

SAMPLE

EXHIBIT B

Schedule of Charges/Payments

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.

SAMPLE

EXHIBIT C
Activity Schedule

SAMPLE

EXHIBIT D
Federal Requirements

SAMPLE



CALIFORNIA LEVINE ACT DISCLOSURE STATEMENT

APPENDIX B

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA, COUNTY OF SAN BERNARDINO

_____, being first duly sworn, deposes and says
(Name of Affiant)

That he is _____ of _____
(Title) (Name of Proposer)

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

The provisions of this Affidavit shall not be held as disqualifying a person, firm, or corporation who has submitted a sub-proposal to one proposer from submitting separate sub-proposals or quoting prices for material or work to other proposers.

(Signature) (Title)

(Type or Print Name)

California All-Purpose Acknowledgment

State of California
County of _____)

On _____ (date), before me, _____

(Insert name and title of the officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)

Signature _____

California Government Code Section 84308, commonly referred to as the "Levine Act," prohibits City Officers from participating in any action concerning a license, permit, other entitlement for use, franchise, or contract (collectively "license, permit, or contract") if they receive political contribution(s) from a party, or its agent(s), totaling more than \$500 within the twelve (12) months before the proceeding, while a proceeding is pending, and for twelve (12) months following the date of a final decision in a proceeding.

The Levine Act also requires a member of the Upland City Council who has received such a contribution to disclose the contribution on the record of the proceeding and recuse themselves before the proceeding unless the violation has been properly cured.

Current Upland City Council Members are listed at:

<https://www.uplandca.gov/city-council-treasurer>

Parties and their Agents are responsible for accessing the link to review the names and disclosing their applicable contributions to City Officers on the record of a proceeding.

As a party to a proceeding, you are also required to provide information below about contributions made by you, your agents on behalf of you or your organization, your organization subject to the proceeding with the City, and any organization you direct or control pursuant to the aggregation rules at FPPC Reg. § 18438.5, except for uncompensated officers of a nonprofit organization. This form is to be submitted to the City of Long Beach and is a public record. If you have any questions about this form, please contact your City representative for assistance.

1. Have you or your company, or any agent/board member on behalf of you or your company/entity, made any political contributions of more than \$500 to any Upland City Council Member in the 12 months preceding the date of the submission of your proposal or application, or the anticipated date of any Council action?

YES If yes, please identify the Council Member(s): _____

NO

2. Do you or your company/entity, or any agency on behalf of you or your company/entity, anticipate or plan to make any political contribution of more than \$500 to any Upland City Council Member in the 12 months following any Council action related to your proposal or application?

YES If yes, please identify the Council Member(s): _____

NO

Answering yes to either of the two questions above does not preclude the Upland City Council from awarding a contract or approving an application or any subsequent action. It does, however, preclude the identified Council Member(s) from participating in any actions related to your proposal or application.

Date

Signature of authorized individual

Company/Applicant Name



LEVINE ACT DISCLOSURE STATEMENT DEFINITIONS

Term	Definition	Law
Covered "proceedings"	A proceeding to grant, deny, revoke, restrict, or modify a license, permit or other entitlement for use, that does not solely involve purely ministerial decisions and is: <ol style="list-style-type: none"> (1) Applied for by the party; (2) Formally or informally requested by the party; or (3) A contract between the agency and the party or a franchisee granted by the agency to the party, other than a contract that is competitively bid, a labor contract, or a personal employment contract. 	FPPC Reg 18438.2(a)
Party	Any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.	Gov. Code 84308(a)(1)
Participant	Any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision. A person actively supports or opposes a particular decision in a proceeding if that person lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.	Gov. Code 84308(a)(2) FPPC Reg 18438.4
Agent	A person who represents a party or participant for compensation and appears before or otherwise communicates with the governmental agency for the purpose of influencing the pending proceeding. See FPPC Reg 18438.3 for exceptions for certain consultants.	FPPC Reg 18438.3
Competitively Bid	A contract required by law to be awarded to the lowest responsible bidder with a responsive bid, or, if the successful bidder refuses or fails to execute the contract, to the next lowest bidder with a responsive bid.	FPPC Reg 18438.2(a)(3)(A)
Labor Contract	A contract or agreement reached through collective bargaining or with a representative group regarding the salary, benefits, or terms and conditions under an employment or retirement policy for employees or retirees, including a project labor agreement entered under Public Contract Code Section 2500.	FPPC Reg 18438.2(a)(3)(B)
Personal Employment Contract	A contract for employment, including the terms and conditions of employment, between the agency and an agency employee. A contract with an independent contractor is NOT a personal employment contract.	FPPC Reg 18438.2(a)(3)(C)-(D)

