



City of Agoura Hills

REQUEST FOR PROPOSALS

FOR

PROFESSIONAL ENGINEERING SERVICES

Thank you for your interest to provide Professional Engineering Services for the City of Agoura Hills.

A pre-proposal meeting has been scheduled on **Thursday, July 19, 2007 @ 10am** at Agoura Hills City Hall to elaborate and answer questions on the scope of services to be included in the contract. Attendance is strongly recommended to avoid any confusion with the City's expectations regarding this contract.

All proposals must be sealed and submitted on or before **2:00pm on Thursday, July 26, 2007**, to the following:

Ms. Kimberly Rodrigues
City Clerk
City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301

Oral interviews are anticipated for August 13-15, 2007, for those firms the City has deemed as responsive to the RFP and qualified to provide the contract services.

I. PROPOSAL PACKAGE

Introduction

The City of Agoura Hills is soliciting proposals (RFP) from qualified firms to provide general engineering services over a guaranteed period of three (3) years, with two (2) optional one-year extensions. Each renewal period shall be done at the sole discretion of the City. The successful firm shall enter into a contract with the City for General Engineering Services to cover the work items covered in Section IV, "Proposed Scope of Services." The award of the contract is anticipated for end of August 2007. In general, the work consists, but is not limited to: (a) plan checking of development plans (for residential and/ or commercial sites) and public infrastructure plans, legal documents, subdivision maps, (b) traffic engineering services, (c) Pavement Management System Update, (d) Civil Engineering Design services (as needed), (e) public works inspection services (as needed).

The consultant shall utilize in-house staff and/or sub-consultants satisfactory to the City to complete the assignments. A list of potential sub-consultants to be used for any services shall be included in the submittal.

Proposal Submittal Guidelines

The proposal shall be limited to twenty-five (25) pages (including any appendix material). A cover letter shall guarantee that key personnel, or equally qualified replacements, will be committed to perform the required tasks throughout the duration of the contract. A fee schedule shall be included with the proposal submittal.

Three (3) copies of the proposal will be required with all copies having been signed by the company official with the power to bind the company in its proposal. To be considered, all proposals shall be completely responsive to the RFP. "Completely responsive" is hereby defined as meeting all requirements as outlined in Section II – "Proposal Requirements.".

The Technical Qualifications Proposal and Cost Proposal must be submitted in separate envelopes clearly identified and marked:

"Request for Proposal
General Engineering Services
TECHNICAL QUALIFICATIONS PROPOSAL";

AND

"Request for Proposal
General Engineering Services
COST PROPOSAL"

Proposals shall be mailed to the following:

**Ms. Kimberly Rodrigues
City Clerk
City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301**

Proposals may be mailed or hand-carried to City Hall, but must be received no later than **2:00pm, Thursday, July 26, 2007.** Proposals may be withdrawn prior to the established date and time.

The City of Agoura Hills does not recognize the U.S. Postal Service, or any other organization, as its agent for purposes of accepting proposals. All proposals received after the deadline will be rejected and returned unopened. No extensions will be granted.

All proposals will become the property of the City of Agoura Hills and will be made available for public inspection after an award is made or all proposals are rejected.

Rejections

All proposals will be reviewed to determine conformance with the RFP requirements. Any proposal that the City deems incomplete, conditional, or non-responsive to the requirements of the RFP may be rejected. The City reserves the right to reject any and all proposals as well.

Selection Procedure

The following is an outline of the procedures the City will use in the selection process:

- A. A Selection Committee is formed comprising of City personnel and, if the City chooses, other agency personnel.
- B. The Selection Committee reviews and evaluates the proposals submitted by the consultants. The Selection Committee then conducts oral interviews with those firms whose proposals have met the minimum requirements of the RFP.
- C. Following oral interviews, the Selection Committee ranks the firms based on both the performance at the oral interview, and the completeness of the proposal, and makes a final recommendation.
- D. Negotiations will take place with the primary firm on the final scope of work, contract, and proposal price.

Evaluation Criteria

The Selection Committee will evaluate the proposals based on the following criteria:

A. General Quality and Responsiveness of the Proposal

1. Responsiveness to the terms, conditions, and items of performance.
2. Presentation, completeness, and thoroughness of the proposal.
3. Grasp of the scope and services to be performed.

B. Qualifications & Experience of Firm and Personnel

1. Qualification and experience of key personnel.
2. Experience and past performance for similar scope and services.
3. Verification of references.

C. Fee Proposal

Although cost is ultimately a factor for the final selection, no fee proposal will be reviewed until proposals have been reviewed, oral interviews have been conducted, all firms have been ranked, and a final recommendation is made by the Selection Committee.

Time Schedule for RFP *

- | | |
|---------------------------------|---------------------------|
| 1. Solicit for proposals | June 28, 2007 |
| 2. Pre-proposal Meeting | July 19, 2007 |
| 3. Proposal Deadline | July 26, 2007 |
| 4. Complete Review of Proposals | August 3, 2007 |
| 5. Oral Interviews | August 13-15, 2007 |
| 6. Negotiations | August 16 - 20 |
| 7. Award Contract | August 22, 2007 |

* Dates are subject to change at City's discretion.

Inquiries

Any questions pertaining to the RFP should be directed to the City Engineer at:

Ramiro S. Adeva III, PE
Phone: (818) 597-7353
Cell: (818) 597-7322
radeva@ci.agoura-hills.ca.us

II. PROPOSAL REQUIREMENTS

The proposal shall include the following:

1. **Understanding Scope of Services** – Please describe your understanding of the services to be performed and/ or the product to be provided.
2. **Methodology and work plan** – Please provide a brief description of the proposed work program and techniques to complete the scope of services. The work program should demonstrate your firm’s ability to conduct these services in a professional and efficient manner.
3. **Experience and Qualification of Firm** – Please list similar services successfully accomplished within the last three (3) years.
4. **Key Personnel** – Please provide the names and qualifications of the key personnel assigned for this contract.
5. **References** – Provide a list of references from the past and current clients within the last three (3) years.
6. **Fee Proposal** – The fee proposal is considered a criteria, but is not the sole factor in the selection process. Performance for all services shall be based on the following:
 - a) For any plan checking services: A percentage of the plan checking fees (to be determined by the City and consultant following negotiations) that are collected by the City for each project. Currently, the City collects plan checking fees as follows:
 - \$1,337 for projects with \$1 - \$100,000 estimated construction cost
 - \$2,408 for projects with \$100,001 - \$500,000 estimated construction cost
 - \$5,454 for projects with \$500,001 – above estimated construction cost
 - \$2,884 for Final Subdivision Map checking
 - b) Hourly rate for any services performed for traffic engineering services.
 - c) One time flat fee, for preparation of Pavement Management System (PMS) update. Typically, PMS updates are done every third year (last update

completed in 2005). In general, each update to the PMS manual will be charged at a flat fee basis.

- d) Engineering design services shall be paid on a time and material basis as needed.

The consultant shall furnish a fee schedule for the proposed services. The fee schedule shall include the following:

- Hourly rate for each personnel category.
- Any other additional charges to complete the services required of this contract.

See “*Proposed Scope of Services*” section of the RFP, as well as Exhibit “A” of the Professional Services Agreement (Attachment A) for a detailed description of each service.

III. CONTRACT TERMS

Professional Services Agreement

No agreement shall be binding upon the City until a Professional Services Agreement is completely executed by the Consultant, City Council, and approved by the City Attorney. Failure to execute and return the contract agreement and acceptable insurance documentations in a timely manner may be just cause for the City to rescind the contract offer. A copy of the Professional Services Agreement is attached as Attachment A.

Minimum Insurance Requirements

The Consultant shall, at its own expense, procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultants, its agent, representatives, employees, or subcontractors. Consultants shall also require all of its subcontractors assigned to the project to procure and maintain the same insurance requirement for the duration of the Agreement. Specific insurance requirements are outlined in the Professional Services Agreement (attached hereon as Attachment A).

Conflict of Interest

It shall be the duty of the Consultant to comply with all applicable State and federal laws relating to prohibited conflicts of interest. As part of its response to this RFP, the Consultant shall disclose in writing any financial, business, employment or other relationships with the City or with any of its officers, employees, or agents that are or were in existence during the twelve (12) calendar months immediately preceding, and

including, the date the Consultant's response to the RFP is filed. In addition, the Consultant shall disclose in writing any financial, business, employment or other relationships with any contractor or engineer who may have a financial interest in securing design and/or construction contracts for the project. The Consultant shall have a continuing obligation to keep the foregoing disclosures current and up-to-date during the term of this contract, and the Contractor's failure to timely disclose the existence of such a relationship shall be grounds for immediate termination of the contract. For the form of the required disclosures, please see Attachments B and C.

Permits and Local Licenses

The Consultant shall obtain and pay for a business registration as necessitated for doing work within the City of Agoura Hills. Valid licensure shall be in place for the life of the contract as stipulated in the executed Professional Services Agreement.

IV. PROPOSED SCOPE OF SERVICES

The consultant's services shall include, but not be limited to, the following:

1. Plan checking of public improvement plans, grading plans, hydrology/ drainage reports, subdivision maps. Plan checking shall follow a set schedule of turnaround timeframes as established by the City. It is expected that plan checks should not exceed three (3) total plan checks. Turnaround times are as follows:

First submittal:	15 working days
Second Submittal:	10 working days
Third Submittal:	10 working days
Mylar review:	5 working days
Major Changes @ Design Stage:	15 working days
Major Change in the Field:	5 working days

This turnaround time schedule does not exclude the option for expedited plan reviews as needed by the City. Expedited reviews is not the norm, but is anticipated for certain projects deemed as priorities by the City staff.

Weekly meetings shall be scheduled at City Hall to discuss plan check issues with the City's project engineers. Unless otherwise directed by City staff, no plan check shall be returned to the developer, or the developer's representative, until the City's project engineers have been updated on the status of the plan checks being returned.

For any reason, if a plan check is expected to exceed three (3) checks, the plan checker shall inform the City's engineering staff, and a meeting will be coordinated by the City with the plan checker and developer to resolve outstanding issues.

Plan checks shall be performed to ensure compliance with all applicable Federal, State, and Local codes, standards, and regulations.

2. Traffic engineering services include, but are not limited to: one, 8-hour day of service at City Hall each week. Any additional hours of service (to attend meetings, hearings, special events, etc) shall be paid on a time and material basis. Services shall include, but are not limited to, review of any technical traffic studies, preparation of land development project comments, review of traffic control plans, review of traffic-related infrastructure plans (ie: signing and striping, signal, street, etc).
3. Pavement Management System (PMS) update: The City Council has given a 10-year timeframe to bring ALL CITY STREETS to a pavement condition index (PCI) of 70 or above. In light of this, the current PMS needs to be updated to include a recommendation of an action plan that outlines an 8-year plan (since 2-years has already elapsed since the Council direction). This 8-year plan should outline which streets, what needs to be done to each street (ie: major maintenance, minor maintenance, complete reconstruction, etc), and the anticipated cost of each year in order to meet the direction of the Council.
4. Engineering Design: On an "as-needed" basis, staff may be needed to conduct engineering design, and/or check designs presented to the City. This item shall be paid on a time and material basis.

It is a possibility that additional services (ie: inspection of public improvements and/or on-site grading operations, field surveying, etc) may be requested by the City. Any additional services that are requested, but are not outlined within this proposal, shall be separately negotiated and paid on a time and material basis.

Attachment A

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
WITH THE CITY OF AGOURA HILLS**

NAME OF CONSULTANT: _____

RESPONSIBLE PRINCIPAL
OF CONSULTANT: _____
Name

Title

CONSULTANT'S ADDRESS: _____

COMMENCEMENT DATE: September 1, 2007

TERMINATION DATE: August 31, 2010

**CONTRACT WITH THE CITY OF AGOURA HILLS
AND**

FOR PROFESSIONAL ENGINEERING SERVICES

THIS CONTRACT, is made and entered into in the CITY of Agoura Hills on this 1st day of September 2007, by and between CITY OF AGOURA HILLS, a municipal corporation, herein after referred to as CITY, and _____, hereinafter referred to as "CONSULTANT"

WITNESSETH:

WHEREAS, CITY desires to obtain the services of a competent and experienced CONSULTANT to perform related professional duties as set forth in Exhibit "A" attached and made a part of this agreement; and

WHEREAS, CONSULTANT possesses the required competence and experience and is available to provide the required service for the period of this Agreement.

NOW, THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

1. **TERM.** The term of this Contract shall be from September 1, 2007, through August 31, 2010. This Contract may be extended for a maximum of two, one-year extensions upon the expiration of the initial contract, upon mutual consent of the parties.

2. **CITY'S OBLIGATIONS.** After CONSULTANT has performed the services as specified in this Contract, CITY will pay, and CONSULTANT shall receive, payments based upon the actual services received by CITY and the fees charged by CONSULTANT at the rates established as shown in Exhibit "B" attached hereto and made a part of this Agreement.

Payments to the CONSULTANT shall be made within 30 days after receipt of an original invoice from the CONSULTANT and acceptance of the services.

3. **CONSULTANT'S OBLIGATIONS.** For and in consideration of the payments and agreements herein, before-mentioned to be made and performed by CITY, CONSULTANT agrees with CITY to furnish the services and to do everything required by this CONTRACT, the scope of work attached hereto as Exhibit "A", and the Proposal submitted by the CONSULTANT. Without limiting the generality of the foregoing, CONSULTANT represents on behalf of itself and all subcontractors engaged for the performance of this Contract that only persons authorized to work in the United States, pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws, shall be employed in the performance of the work hereunder.

4. **HOLD HARMLESS AND INDEMNIFICATION.** CONSULTANT agrees to defend, indemnify, and hold harmless CITY, its officials, officers, employees, representatives, and agents, from and against all claims, lawsuits, liabilities or damages of whatsoever nature arising out of or in connection with any intentional misconduct or negligent act or omission of CONSULTANT, its agents, employees, and subcontractors of any tier and employees thereof in connection with the performance or non-performance of this Contract. The CONSULTANT shall thoroughly investigate any and all claims and indemnify the CITY and do whatever is necessary to protect the CITY, its officials, officers, employees, agents, and representatives as to any such claims, lawsuits, liabilities, expenses, or damages.

5. INSURANCE. CONSULTANT shall furnish CITY with proof of the following minimum insurance coverages prior to the execution hereof:

- | | | | |
|----|-----------------------------------------------------------------------------------------------------------------------------|-------------|-----------------------|
| a) | General Comprehensive Liability
(must be written on an occurrence
form and include bodily injury, property
damage) | \$1,000,000 | Combined single limit |
| b) | Automobile Liability for owned autos
and non-owned/hired autos (must be
written on an occurrence form) | \$1,000,000 | |
| c) | Professional Liability/Errors
& Omissions | \$1,000,000 | |
| d) | Worker's Compensation | \$ 250,000 | Statutory |

Coverage 5.a) and b) shall also include a CITY approved endorsement form or a copy of insurance policies providing an additional insured endorsement covering the CITY, its agents and employees, and all of the foregoing insurance shall include an unequivocal clause stating that none of the required insurance shall be canceled or materially changed without 30 days prior written notice to the CITY. For coverage 5.a) and b) a CITY-approved endorsement or certified copy of insurance policies providing coverage shall be submitted to and approved prior to commencement of any work.

6 AMENDMENTS. Any amendment, modification, or variation from the terms of this Contract shall be in writing and shall be effective only upon approval by the City Engineer of the CITY.

7. TERMINATION. CONSULTANT may not terminate this Contract except upon 30 days written notice, and upon receiving the prior written consent of CITY, which shall not be withheld unreasonably. CITY may terminate this Contract without cause, upon thirty (30) days written notice to CONSULTANT in which case CONSULTANT shall be entitled to receive compensation for the reasonable value of CONSULTANT'S services performed through the termination date. Furthermore, if, during the term of this Contract, CITY determines that CONSULTANT is not faithfully abiding by any term or condition contained herein, CITY may notify CONSULTANT in writing of such defect or failure to perform; such notice must give CONSULTANT a 24-hour notice of time thereafter in which to perform said work or cure the deficiency. If CONSULTANT has not performed the work or cured the deficiency within the time specified in the notice, or if a similar failure to perform or deficiency is repeated, such shall constitute a breach of this Contract and CITY may terminate this Contract immediately by written notice to CONSULTANT to said effect. In said event, CONSULTANT shall be entitled to the reasonable value of its services performed up to the day it received CITY's Notice of Termination, minus any offset from such payment representing the CITY's damages from such breach. Failure of CONSULTANT to provide CITY staff reports, exhibits, charts, graphs, and other written material, which meets or exceeds reasonable professional standards, shall cause damages which are unascertainable at the inception hereof, entitling CITY to offset any payments due on the contract in the form of liquidated damages not exceeding the balance due on the contract, and not as a penalty. CITY reserves the right to delay any post-termination payment until completion or confirmed abandonment of the project, as may be determined in the CITY's sole discretion, so as to permit a full and complete accounting of costs. In no event shall CONSULTANT be entitled to receive in excess of the compensation quoted in its proposal/bid.

8. INCORPORATION BY REFERENCE. The Request for Proposal and the Proposal Submission are hereby incorporated in and made a part of this Contract. In the event of a conflict the priority of documents shall be: (1) This Agreement; (2) Request for Proposal; (3) Proposal Submission.

9. ASSIGNMENT/SUCCESSORS. Neither party hereto shall assign any of the benefits or burdens hereunder without the prior written consent of the other party hereto. Assigns and successors to the parties hereto shall be bound by the provisions hereof.

10. COMPLETE AGREEMENT. This written Contract, including all writings specifically incorporated herein by reference, shall constitute the complete agreement between the parties hereto. No oral agreement, understanding, or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such oral agreement, understanding, or representation be binding upon the parties hereto.

11. TIME OF PERFORMANCE. Time is of the essence in this Contract.

12. ANTI-DISCRIMINATION. In the performance of the terms of this Contract, CONSULTANT agrees that it will not engage in, nor permit such subcontractors as it may employ, to engage in discrimination in employment of persons because of the age, race, color, religious creed, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, or marital status of such persons. Violation of this provision may result in the imposition of penalties referred to Labor Code Section 1735.

13. AUDIT. CITY shall have the option of inspecting and/or auditing all records and other written materials used by CONSULTANT in preparing its statements to CITY as a condition precedent to any payment to CONSULTANT.

14. NOTICE. All written notices to the parties hereto shall be sent by United States mail, postage prepaid by registered or certified mail addressed as follows:

CITY: Ramiro Adeva, City Engineer
City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301

CONSULTANT: _____

15. AUTHORITY TO EXECUTE AGREEMENT. Both CITY and CONSULTANT do covenant that each individual executing this Contract on behalf of each party is a person duly authorized and empowered to execute Contract for such party.

16. CONFLICT OF INTEREST. Neither CONSULTANT nor any employees, agents, or subcontractors of CONSULTANT who will be assigned to this project, to the best of CONSULTANT'S knowledge, own any property or interest in properties, business relationships, or sources of income which may be affected by the performance of this Contract. Should either party hereto learn of any such interest, income source, or business relationship, such fact shall immediately be brought to the attention of the other party hereto. If the parties thereupon cannot mutually agree upon a means to eliminate the

conflict CITY may terminate the agreement immediately on the same conditions applicable when CONSULTANT fails to provide to CITY staff reports, exhibits, charts, etc. (See Section 7 hereof).

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

ATTEST:

CITY OF AGOURA HILLS,
a Municipal Corporation

Kimberly M. Rodrigues, City Clerk
City of Agoura Hills

By: _____
Dan Kuperberg, Mayor
City of Agoura Hills

APPROVED AS TO FORM:

Craig Steele, City Attorney
City of Agoura Hills

CONSULTANT:

By: _____
Name, Title

EXHIBIT A

SCOPE OF SERVICES

I. ENGINEERING SERVICES

A. Engineering Services

When requested:

1. Analyze CITY's needs and prepare, recommend, and administer long-and short-range programs consistent with the economic capabilities of the CITY.
2. Review and comment on planning programs and land development projects.
3. Recommend regulations and ordinances pertaining to engineering matters.
4. Advise CITY as to engineering and construction financing available from other governmental agencies and, when so requested, prepare and initiate application for such funding.
5. Perform technical plan review of public improvement plans submitted to the CITY, including, but not limited to, street improvements, sewer plans, storm drain plans, traffic-related plans (signal, signing and striping, traffic control, etc) and grading plans.
6. Perform technical checks on land development projects, Final Maps and other Subdivision Map Act documents, submitted to the CITY for approval.

B. City Traffic Engineering Services

1. In the capacity of City Traffic Engineer, advise and assist CITY's departments, commissions, committees, and City Council and provide interface with regional and State transportation agencies.
2. Assess the potential traffic impact of proposed development/redevelopment projects.
3. When requested, prepare engineering reports to the City Council in response to requests for traffic calming and traffic control device installations and modifications such as stop signs, speed humps, crosswalks, traffic channelization and speed zones.
4. Prepare grant applications for funding from federal, state and regional agencies for traffic safety studies and improvements.
5. Identify, review, and develop recommendations for corrective measures at locations experiencing unusually high accident rates.
6. Provide technical advice to CITY's staff in connection with the maintenance and operation of CITY's traffic signal facilities, and any other traffic related items.

C. Public Works Permit And Inspection

When requested:

1. Provide construction observation of permit work on development projects within the public right-of-way.

D. Development Review and Control

When requested:

1. Check all improvement plans for facilities under the jurisdiction of CITY and prepared by private developers.

3. Establish performance/labor and material bond amounts, grading bond amounts, and development fee amounts when required.

4. Provide field inspection during construction, until the issuance of a Certificate of Occupancy, of such improvements by private developers, and at the proper time, recommend acceptance of the work.

5. Provide such necessary and related functions as are normal practice of CITY in the CITY Engineering review of private developments.

E. Capital Projects

When requested:

1. Prepare the design, construction plans, specifications, estimates and contract documents.

2. Provide design surveying, construction surveying, and construction observation together with construction administration.

3. Coordinate with utility companies in the relocation of affected utilities.

4. Process the plans and specifications through other agencies for review and approval in connection with special funding programs and permits when required.

5. Provide field inspection during construction of capital improvements by contractors, and at the proper time, recommend acceptance of the work.

F. Pavement Management System (PMS) Update

1. Prepare PMS update which is completed every 3 years (last update done in 2005). Update should follow similar format as current PMS document. Any revisions to format or content of PMS manual shall first be approved by the City Engineer.

2. Prepare/recommend an action plan in order to achieve a Pavement Condition Index (PCI) of 70 or above for all City streets. Details of what to include in the action plan shall be discussed with City staff.

II. OTHER SERVICES

CITY may from time to time have the need for other services not specifically listed in Paragraph I, Engineering Services for which CONSULTANT has necessary experience and capabilities to provide such services including, but not limited to, real property services, environmental planning, municipal planning, and related work. CITY, through its City Manager, Assistant City Manager, or City Engineer, may authorize CONSULTANT to perform such selected services on an as needed basis.

Attachment B

CONFLICT OF INTEREST STATEMENT FOR CONSULTANTS

AS REQUIRED BY THE FAIR POLITICAL PRACTICES COMMISSION (FPPC)
UNDER CALIFORNIA GOVERNMENT CODE SECTION 87306

Consultants who make or participate in the making of decisions which may affect financial interests are required to file a Conflict of Interest Statement, Form 730 under Disclosure Category 1.

Consultant, as defined, "shall include any natural person who provides, under contract, information, advice, recommendation, or counsel to a state or local government agency, provided, however, that 'consultant' shall not include a person who:

1. Conducts research and arrives at conclusions with respect to his or her rendition of information, advice, recommendation or counsel independent of the control and direction of the agency or of any agency official, other than normal contract monitoring; and
2. Possesses no authority with respect to any agency decision beyond rendition of information, advice, recommendation or counsel."

Procedure

1. All Request for Proposals (RFP's) for Consultant services should include the following clause in the General Terms and Conditions:

Conflict of Interest Disclosure - In accordance with California Government Code Section 97306, the Consultant awarded a contract to provide the requested services, may be required to file a Conflict of Interest Statement, Form 730 no later than 30 days after execution of the contract, annually thereafter prior to April 30th of each year for the duration of the contract, and within 30 days of termination of the contract. Failure to file any required statements will result in withholding payment for services rendered.

2. Prior to award of a contract, a determination is made as to whether the Consultant who will be retained to provide certain services is required to file a Conflict of Interest Statement based on the definition of Consultant.
3. The Determination of Reporting Status for Consultant form (Attachment C) is completed by the Department.
4. Award of contract staff reports along with the Determination of Reporting Status for Consultants form are routed to the Support Services Administrator and the City Attorney's Office prior to submittal to the City Manager's Office. The staff report, Contract and Determination of Reporting Status for Consultants form are

then routed to the City Manager's office upon approval for contracts under \$15,000, and for inclusion on the City Council Agenda for contracts exceeding \$15,000.

5. The Department ensures that all Conflict of Interest filings by the Consultant are forwarded immediately to the City Clerk's office. The Department also does not authorize payment for services rendered until the proper Conflict of Interest filings have been completed.

Attachment C

DETERMINATION OF REPORTING STATUS FOR CONSULTANTS

NAME OF CONSULTANT _____

ADDRESS _____

BRIEF DESCRIPTION OF DUTIES:

On the basis of an evaluation of duties:

_____ I find the consultant is exempt from filing a Conflict of Interest Statement, Form 730. Consultant will not participate in the decision making process.

_____ I find the consultant must file a Conflict of Interest Statement, Form 730, with full disclosure as called for under Category I.

_____ I find the consultant must file a Conflict of Interest Statement, Form 730, with disclosure under Category I as indicated below, based on limited range of responsibilities:

_____ 1. Real property, any loan, any gift, or any income in which the consultant or spouse has an interest within the jurisdiction of the City of Agoura Hills as defined in this Code.

_____ 2. Investments in business entities or income from sources which provide supplies, equipment or services of the type utilized by the department or division for which the Designated Employee is utilized.

PREPARED BY:

Name Date

Title

APPROVED AS TO FORM:

CONCUR WITH DETERMINATION:

City Attorney

Greg Ramirez, City Manager