



California Community Choice Financing Authority

General Manager Search

Request for Proposals/Qualifications

1. Introduction

Submittals will be considered at any time until a candidate is selected. The CCCFA is seeking a General Manager that is able to begin leading the organization in September/October 2025. Interested candidates are urged to respond promptly.

The General Manager will be responsible for strategic planning, program development, stakeholder engagement, budgeting and fiscal oversight, and overall agency management. The ideal candidate will have a strong background in the bond markets including pre-pay bond issuance, public policy, public administration or a related field, with proven leadership and management skills. A sound understanding of energy and bond markets is highly preferred.

The successful candidate, whether contracted directly or as an employee of a firm, will serve CCCFA as an independent contractor. It is understood and agreed that the candidate will be an independent contractor, and that no relationship of employer-employee will exist between CCCFA and the candidate.

2. Background on California Community Choice Financing Authority

The California Community Choice Financing Authority (CCCFA) was formed in 2021 as a Joint Powers Authority (JPA) of Community Choice Aggregators (CCAs). The JPA was created with the goal to reduce the cost of power purchases for member CCAs through pre-payment structures. CCCFA can help member CCAs save up to 10% or more on power purchase agreements, helping reduce costs for ratepayers and increase available funding for local programs.

The Board of Directors of the CCCFA consists of five members and is comprised of a member appointed from the founding CCA members of the JPA – founding members include Central Coast Community Energy, Clean Power Alliance, Ava Community Energy, MCE, and Silicon Valley Clean Energy.

Currently, six CCAs (Pioneer Community Energy, San Jose Clean Energy, Peninsula Clean Energy, San Diego Community Power, Sonoma Clean Power, and Valley Clean Energy) participate as Associate Members of CCCFA.

More information on CCCFA is available at <https://www.cccfa.org/>.

3. Key Services and Responsibilities:

Key services and responsibilities of the individual or firm selected are grouped into three focus areas with the greatest near-term priority focused on Board Support and Engagement as well as Ongoing Operational Excellence. A longer-term focus is the Strategic Vision and Organizational Growth of CCCFA.

Focus areas may be proposed as a full scope of services, or a sub-component of service.

Board Support and Engagement – The successful candidate or firm will provide excellent support for the CCCFA Board, including:

- a) Routine engagement with the Chair to identify and set agendas, develop comprehensive recommendations for Board action to develop key policies, procedures, and other actions to ensure the efficient utilization of the Board and effective operation of CCCFA;
- b) Building and maintaining relationships with the members of the Board of Directors to elicit and carry out their shared vision;
- c) Communicate effectively orally and in writing with the Board, industry stakeholders, and the public to facilitate engagement around complex technical issues related to conduit bond financing and other matters; and,
- d) Represent CCCFA before regulatory boards and at industry conferences to learn about industry and market advances for the benefit of CCCFA. Work to raise stakeholder awareness of CCCFA and the public benefits of conduit bond financing and structures.

Ongoing Operational Excellence – The successful candidate or firm will ensure excellent day-to-day operations of CCCFA and effective management of CCCFA's administrative, contractual, and reporting obligations.

- a) Develop and manage an operational budget to meet the Board's collective objectives and ensure effective financial operations, including accounting, settlement management, and financial analysis as necessary;
- b) Oversee the development, implementation, and operation of bond issuances and pre-pay deal structures for the benefit of CCCFA members;
- c) Develop and implement strategies to identify and mitigate organizational risk, reduce costs, and increase direct benefits to the member CCAs;

- d) Develop and deploy strategies, procedures, and systems to ensure the highest degree of confidentiality of member CCA financial, load, and other operational data to promote the continued trust and engagement of member CCAs;
- e) Effectively identify, engage, and manage CCCFA consultants to ensure effective business operations; and,
- f) Ensure compliance with applicable laws, regulations, and policies.

Strategic Vision and Organizational Growth – The successful candidate or firm will work closely with the Board to create and implement a strategic plan for the future growth and development of CCCFA.

- a) Work collaboratively with the Board to review the current organizational structure and capacity, including CCCFA's current market opportunities, products and services;
- b) Work with the Board to identify stakeholders and to facilitate a process and approach for gathering input regarding priorities and opportunities for CCCFA;
- c) Assist the Board to identify and develop work plans related to CCCFA's top priorities, strategies, and projects; and,
- d) Develop a strategic approach to CCCFA's organizational development that can be realistically resourced, staffed, and funded to ensure its successful implementation.

The above list of responsibilities is not considered exhaustive.

4. Proposer Qualifications

CCCFA requires any individual or firm submitting a proposal (a Proposer) to have a minimum of eight years of any combination of skills and experiences to demonstrate overall ability to meet the needs of CCCFA. The ideal candidate will have a strong background in the bond markets including pre-pay bond issuance, public policy, public administration or a related field, with proven leadership and management skills. A sound understanding of energy and bond markets is highly preferred.

5. Proposal Requirements

The Proposer shall include in its proposal the information outlined below in a manner which demonstrates the Proposer's competence and qualifications for the satisfactory performance of the services identified in this RFP.

- a) The size, stability, and capacity of Proposer's organization, including, at a minimum, an identification of total number of years in operation, number of employees in the office location which is intended to provide the services described in the Scope of Services.
- b) An identification of the Proposer's experience performing services for projects of a similar size, scope, and complexity as the services required by CCCFA, including an identification of the number of years' Proposer has been performing similar services; and the most recent projects for which the Proposer has performed similar services. Provide up to three (3) references where a similar project was completed. The list of recent projects shall include the name, contact person, address, and phone number of each party for whom the service was provided, as well as a description of the service performed, the dollar amount of the contract, and the date of performance.
- c) A list of the Proposer's principals, employees, agents, and any sub-service providers which the Proposer intends to assign to this project or sub-component of the project. This list shall include a summary of the qualifications (including education, training, certifications, licenses, and experience) of each individual; the approximate number of hours each will devote to the project or sub-component of the project; and the type of work to be performed by each individual.
- d) A list of exceptions or a Statement of No Exceptions to the Standard Services Agreement.
- e) Federal Tax Id number of entity.

6. Statement of Exceptions, if any, to Standard Services Agreement

The selected individual or firm will be required to execute CCCFA's Service Provide Agreement (Attachment A). All proposers are directed particularly to review all Indemnification, Hold Harmless and Insurance requirements set forth in Attachment A. If a Proposer wishes to take exception to any of the terms and conditions contained in Attachment A, these should be identified specifically; otherwise include a Statement of No Exception, (Attachment B). Failure to identify contractual issues of dispute may, at CCCFA's sole discretion, later be the basis for CCCFA disqualifying a Proposer. Any exception to terms, conditions, or other requirements must be clearly stated.

7. Proposal Structure and Pricing

Cover Letter – The proposal shall be submitted with a cover letter. The letter accompanying the proposal must provide the name, title, address, telephone number, and signature of the individual(s) authorized to negotiate and bind the firm contractually. An unsigned proposal or one signed by an individual unauthorized to bind the firm may be rejected. The cover letter shall provide a summary of the firm’s capabilities and availability of construction management staff, information and qualifications Proposed Scope of Services.

Cost Schedule and Unit Pricing – Proposals should provide a detailed cost schedule that corresponds to the Scope of Services for all potential work. Define each unit of service and corresponding unit cost for each activity presented in the Key Responsibility and Service Areas. Provide rates for all individuals identified in 5(c) for project or any sub-component of the project.

Significant travel is not anticipated, but rates should include all incidental costs including, travel, equipment, documentation, etc..

Team Organizational Structure – Describe the firm’s team organization, including identification of any partners or subconsultants/subcontractors. Indicate the role and responsibilities of all subconsultants/subcontractors.

Resumes – Include resumes for all proposed personnel to be assigned to the project or sub-component of the project.

8. Selection Process

After reviewing the submitted proposals and qualifications, CCCFA may invite proposers to present their qualifications and proposed approach, or to select the best qualified proposer without conducting interviews and enter direct negotiations.

If negotiations are unsuccessful with the selected respondent, the recruitment process will continue until a candidate is selected. Formal approval of the final selection will be made by a majority vote of the CCCFA Board of Directors.

9. Selection Timeline

Anticipated Schedule for Selection	
Issuance of RFP/RFQ	July 29, 2025
Proposal Questions Due	August 18, 2025
CCCFA Responses	August 21, 2025
Deadline to Submit Proposals	August 29, 2025
Contract Award (anticipated)	September 25, 2025

10. Questions

This RFP/RFQ and any addenda is/are available electronically at: <https://www.cccfa.org/>. Proposers are solely responsible for determining if any addenda have been issued.

Please direct any questions to Jessica Swanson. Questions must be submitted by email and received by CCCFArecruitment@3ce.org.

11. General

- a) Nondiscrimination: Applicants for this RFP/RFQ shall not discriminate against any interested individual, firm or applicant on the grounds of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation.
- b) Permits, Licenses, and Insurance: The successful applicant for this RFP/RFQ shall, at its sole expense, obtain and maintain during the term of any agreement executed pursuant to this RFP/RFQ all appropriate permits, certificates, licenses, and insurance which may be required in connection with the performance of services hereunder.
- c) Signatures and Declarations: Each proposal responding to this RFP/RFQ must be signed on behalf of the submitting entity by an officer authorized to bind the entity to its proposal.
- d) Right to Waive: CCCFA reserves the right, in its sole discretion, to waive any immaterial irregularities in a proposal responding to this RFP/RFQ or in the submission of a proposal.
- e) Right to Modify, Suspend, or Cancel: CCCFA reserves the right, in its sole discretion, to modify, suspend, or cancel this RFP/RFQ should CCCFA deem that it is in its best interests to do so. Any changes to the RFP/RFQ requirements will be made by written addendum posted to CCCFA's website. The failure of an applicant to read any addenda shall have no effect on the validity of such modification.

- f) Right to Reject any Proposal: CCCFA reserves the right, in its sole discretion, to reject any proposal responding to this RFP/RFQ that CCCFA determines does not satisfy the conditions set forth in this RFP/RFQ, or contains false, misleading, or materially incomplete information. CCCFA reserves the right, in its sole discretion, to reject all applicants and not to award any applicant should CCCFA deem that it is in its best interests to do so.
- g) Proposers Responsible for all Proposal Costs: All costs incurred during proposal preparation or in any way associated with an Proposer's preparations, submission, presentation or oral interview (if any) shall be the sole responsibility of Proposer.
- h) Liability for RFP Errors: Proposers are responsible for all errors and omissions contained in their responses to the RFP/RFQ.
- i) Proposals Property of CCCFA: Upon receipt, each proposal responding to this RFP/RFQ that a Proposer submits becomes the sole property of CCCFA and will not be returned to the Proposer.
- j) Oral and Written Explanations: CCCFA shall not be bound by oral explanations or instructions given at any time during the process or after the award. Oral explanations given during the review process and after award become binding only when confirmed in writing by an authorized CCCFA official. Written responses to question(s) asked by one Proposer will be provided to all proposals through addendum to this RFP/RFQ.
- k) Public Record: All proposals submitted are subject to the California Public Records Act.

Attachment A

STANDARD SERVICES AGREEMENT
FOR CONSULTANT SERVICES

California Community Choice Financing Authority (CCCFA)/ **[Company or Individual]**

1. IDENTIFICATION

This STANDARD SERVICES AGREEMENT ("Agreement") is entered into as of the last date indicated below by and between California Community Choice Financing Authority, a California Joint Powers Authority ("CCCFA"), and **[enter consultant's (company's) name]**, a **[insert consultant's state of incorporation]** **[insert consultant's legal status e.g., individual, partnership, corporation, nonprofit public benefit corporation, limited liability company, etc.]** ("Consultant") (collectively, "parties").

2. RECITALS

- 2.1 CCCFA has determined that it requires the following professional services from a consultant: **[insert description of consultant's services]**.
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.
- 2.3 Consultant represents that it has no known relationships with third parties, CCCFA Board members, or employees of CCCFA which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 et seq.), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

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

3. DEFINITIONS

- 3.1 "Agreement Administrator" means **[enter name of CCCFA's contact for purposes of Agreement]**. The Agreement Administrator shall be the principal point of contact at CCCFA for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. CCCFA reserves the right to change this designation upon written notice to Consultant.

- 3.2 “Approved Fee Schedule” means such compensation rates as are set forth in Consultant’s [insert date fee schedule submitted to CCCFA] fee schedule to CCCFA attached hereto as “Exhibit B” and fully incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.3 “Commencement Date” means [enter commencement date].
- 3.4 “Maximum Amount”: The highest total compensation and costs payable to Consultant by CCCFA under this Agreement. The Maximum Amount under this Agreement is Dollars (\$).
- 3.5 “Scope of Services” means such professional services as are set forth in Consultant’s [insert consultant’s proposal date] proposal to CCCFA attached hereto as “Exhibit A” and fully incorporated herein by this reference.
- 3.6 “Termination Date” means [enter termination date].

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall terminate at 11:59 p.m. on the Termination Date unless extended in writing by mutual agreement of the parties or terminated earlier in accordance with Section 17 (“Termination”) below. Consultant may request extensions of time to perform the services required hereunder. Such extensions shall be effective if authorized in advance by CCCFA in writing and incorporated in written amendments to this Agreement.

5. CONSULTANT’S SERVICES

- 5.1 **Services.** Consultant shall perform the services identified in the Scope of Services. CCCFA shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- 5.2 **Coordination with CCCFA.** In performing services under this Agreement, Consultant shall coordinate all contact with CCCFA through its Agreement Administrator.
- 5.3 **Budgetary Notification.** Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant’s estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.



- 5.4 Professional Standards.** Consultant shall perform all work to the standards of Consultant's profession and in a manner reasonably satisfactory to CCCFA. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).
- 5.5 Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, CCCFA may consent in writing to Consultant's performance of such work.
- 5.6 Campaign Contributions.** This Agreement is subject to Government Code section 84308, as amended by Senate Bill 1439 (2022), Senate Bill 1181 (2024), and Senate Bill 1243 (2024). Consultant shall disclose any contribution to an elected or appointed CCCFA official's campaign or committee in an amount of more than five hundred dollars (\$500) made within 12 months preceding the Commencement Date, by Consultant, its, her, or his agent, or another party affiliated with Consultant. Consultant shall provide a signed copy of the attached Campaign Contribution Disclosure Form, "Exhibit C," to CCCFA prior to, or concurrent with, Consultant's execution of this Agreement and no later than the Commencement Date.
- 5.7 Multi-Phased Projects.** Pursuant to Government Code section 1097.6, Consultant's duties and services under this Agreement shall not include preparing or assisting the CCCFA with any portion of the CCCFA's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with CCCFA. CCCFA shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant shall cooperate with CCCFA to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this Agreement.
- 5.8 Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. *[Name of Project Manager]* shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without CCCFA's prior written consent.

- 5.9 Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to CCCFA that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of CCCFA. If CCCFA and Consultant cannot agree as to the substitution of key personnel, CCCFA may terminate this Agreement for cause.
- 5.10 Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits, licenses, and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional and/or business licenses, encroachment permits and building and safety permits and inspections. Contractor shall promptly provide copies of such licenses and registrations to CCCFA at the request of CCCFA.
- 5.11 Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 5.12 Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to CCCFA under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of CCCFA. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of CCCFA or as part of any audit of CCCFA, for a period of three (3) years after final payment under this Agreement.
- 5.13 Skilled and Trained Workforce Requirement.** When the use of a skilled and trained workforce is required to complete a contract pursuant to existing law, this contract is subject to such requirement and Consultant agrees to use a skilled and trained workforce.

6. SUBCONTRACTING

- 6.1 General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2 Consultant Responsible.** Consultant shall be responsible to CCCFA for all services to be performed under this Agreement.

- 6.3 Identification in Fee Schedule.** All subcontractors shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.
- 6.4 Compensation for Subcontractors.** CCCFA shall pay Consultant for work performed by its subcontractors, if any, only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit B. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. CCCFA shall not be liable for any payment, compensation, or federal and state taxes for any subcontractors.

7. COMPENSATION

- 7.1 General.** CCCFA agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by CCCFA in advance.
- 7.2 Invoices.** Consultant shall submit to CCCFA an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.
- 7.3 Taxes.** CCCFA shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.
- 7.4 Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 7.5 Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by CCCFA through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of CCCFA.
- 7.6 CCCFA Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until CCCFA is satisfied that the services are satisfactory.

- 7.7 Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, CCCFA shall have the right to withhold payments under this Agreement to offset that amount.

8. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. This Agreement is subject to Prevailing Wage Laws, for all work performed under this Agreement for which the payment of prevailing wage is required by those laws. Consultant shall defend, indemnify, and hold the CCCFA, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

9. DATA, CONFIDENTIALITY, AND INTELLECTUAL PROPERTY

9.1 Ownership and Use Rights.

9.1.1 CCCFA Data. Unless otherwise expressly agreed to in writing by the Parties, CCCFA shall retain all of its rights, title and interest in CCCFA’s Data. “CCCFA Data” shall mean all data or information provided by or on behalf of CCCFA, including but not limited to, customer Personal Information; energy usage data relating to, of, or concerning, provided by or on behalf of any customers; all data or information input, information systems and technology, software, methods, forms, manuals, and designs, transferred, uploaded, migrated, or otherwise sent by or on behalf of CCCFA to Contractor as CCCFA may approve of in advance and in writing (in each instance); account numbers, forecasts, and other similar information disclosed to or otherwise made available to Contractor. CCCFA Data shall also include all data and materials provided by or made available to Contractor by CCCFA’s licensors, including but not limited to, any and all survey responses, feedback, and reports subject to any limitations or restrictions set forth in the agreements between CCCFA and their licensors.

9.1.2 Intellectual Property. Unless otherwise expressly agreed to in writing by the Parties, any and all materials, information, or other intellectual property created, prepared, accumulated or developed by Contractor or any Contractor Party under this Agreement (“Intellectual Property”), including finished and unfinished inventions, processes, templates, documents, drawings, computer programs, designs, calculations, valuations, maps, plans, workplans, text, filings, estimates, manifests, certificates, books, specifications, sketches, notes, reports, summaries, analyses, manuals, visual materials, data models and samples, including summaries, extracts, analyses and preliminary or draft materials developed in connection therewith, shall be owned by CCCFA. CCCFA shall have the exclusive right to use Intellectual Property in its sole discretion and without further compensation to

Contractor or to any other party. Contractor shall, at CCCFA's expense, provide Intellectual Property to CCCFA or to any party CCCFA may designate upon written request. Contractor may keep one file reference copy of Intellectual Property prepared for CCCFA solely for legal purposes and if otherwise agreed to in writing by CCCFA. In addition, Contractor may keep one copy of Intellectual Property if otherwise agreed to in writing by CCCFA.

9.1.3 Intellectual Property Shall be Owned by CCCFA Upon its Creation.

Contractor agrees to execute any such other documents or take other actions as CCCFA may reasonably request to perfect CCCFA's ownership in the Intellectual Property.

9.1.4 Contractor's Pre-Existing Materials. If, and to the extent Contractor retains any preexisting ownership rights ("Contractor's Pre-Existing Materials") in any of the materials furnished to be used to create, develop, and prepare the Intellectual Property, Contractor hereby grants CCCFA on behalf of its customers and the CPUC for governmental and regulatory purposes an irrevocable, assignable, non-exclusive, perpetual, fully paid up, worldwide, royalty-free, unrestricted license to use and sublicense others to use, reproduce, display, prepare and develop derivative works, perform, distribute copies of any intellectual or proprietary property right of Contractor or any Contractor Party for the sole purpose of using such Intellectual Property for the conduct of CCCFA's business and for disclosure to the CPUC for governmental and regulatory purposes related thereto. Unless otherwise expressly agreed to by the Parties, Contractor shall retain all of its rights, title and interest in Contractor's Pre-Existing Materials. Any and all claims to Contractor's Pre-Existing Materials to be furnished or used to prepare, create, develop or otherwise manifest the Intellectual Property must be expressly disclosed to CCCFA prior to performing any Services under this Agreement. Any such Pre-Existing Material that is modified by work under this Agreement is owned by CCCFA.

9.2 Equitable Relief. Each Party acknowledges that a breach of this Section 9 would cause irreparable harm and significant damages to the other Party, the degree of which may be difficult to ascertain. Accordingly, each Party agrees that CCCFA shall have the right to obtain immediate equitable relief to enjoin any unauthorized use or disclosure of CCCFA Data, in addition to any other rights and remedies that it may have at law or otherwise; and Contractor shall have the right to obtain immediate equitable relief to enjoin any unauthorized use or disclosure of Contractor's Pre-Existing Materials, in addition to any other rights and remedies that it may have at law or otherwise.

10. RELATIONSHIP OF PARTIES

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

- 10.2 No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of CCCFA or otherwise to act on behalf of CCCFA as an agent. Neither CCCFA nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of CCCFA.
- 10.3 Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to the CCCFA as an employer. Consultant shall not be entitled to any benefits. CCCFA makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.

11. INDEMNIFICATION

- 11.1 Definitions.** For purposes of this Section 11, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "CCCFA" shall include CCCFA, its officers, agents, employees and volunteers.
- 11.2 Consultant to Indemnify CCCFA.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend CCCFA from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.
- 11.3 Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise. Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify CCCFA for such loss or damage as is caused by the sole active negligence or willful misconduct of the CCCFA.
- 11.4 Attorneys' Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of CCCFA's choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.
- 11.5 Defense Deposit.** CCCFA may request a deposit for defense costs from Consultant with respect to a claim. If CCCFA requests a defense deposit, Consultant shall provide it within 15 days of the request.

- 11.6 Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to CCCFA.
- 11.7 Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf. If Consultant fails to obtain such indemnity obligations from others, Consultant agrees to indemnify, hold harmless and defend CCCFA, from and against any and all claims, losses, costs and expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CCCFA's choice.
- 11.8 Insurance Not a Substitute.** CCCFA does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

12. INSURANCE

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

12.3 Coverage Amounts. Insurance coverage shall be at least in the following minimum amounts:

- Professional Liability Insurance: \$1,000,000 per occurrence,
\$2,000,000 aggregate
- General Liability:
 - General Aggregate: \$2,000,000
 - Products Comp/Op Aggregate \$2,000,000
 - Personal & Advertising Injury \$1,000,000
 - Each Occurrence \$1,000,000
 - Fire Damage (any one fire) \$ 50,000
 - Medical Expense (any 1 person) \$ 5,000
- Workers' Compensation:
 - Workers' Compensation Statutory Limits
 - EL Each Accident \$1,000,000
 - EL Disease - Policy Limit \$1,000,000
 - EL Disease - Each Employee \$1,000,000
- Automobile Liability
 - Any vehicle, combined single limit \$1,000,000

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

12.4 General Liability Insurance. Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.

12.5 Worker's Compensation Insurance. Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.

12.6 Automobile Liability Insurance. Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.

12.7 Professional Liability Insurance or Errors & Omissions Coverage. The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of

the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

- 12.8 Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
- 12.9 Additional Insured Endorsements.** CCCFA, its Board members, Commissions, officers, and employees of CCCFA must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions and Worker’s Compensation, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant’s insurance policies shall be primary as respects any claims related to or as the result of the Consultant’s work. Any insurance, pooled coverage or self-insurance maintained by CCCFA, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant’s insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.
- 12.10 Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, CCCFA has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.
- 12.11 Notices.** Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days’ notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: CCCFA, Attn: CCCFA Clerk, Address: 1125 Tamalpais Ave, San Rafael, CA 94901.

- 12.12 Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to CCCFA. Any insurance or self-insurance maintained by CCCFA and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 12.13 Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against CCCFA. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 12.14 Report of Claims to CCCFA.** Consultant shall report to CCCFA, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.
- 12.15 Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to CCCFA. CCCFA may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, CCCFA must approve all such amounts prior to execution of this Agreement. CCCFA has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. Consultant shall be responsible for all premiums and deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein are subject to CCCFA's approval.
- 12.16 Duty to Defend and Indemnify.** Consultant's duties to defend and indemnify CCCFA under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration or early termination of this Agreement.

13. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF CCCFA

- 13.1** CCCFA is organized as a Joint Powers Authority in accordance with the Joint Exercise of Powers Act of the State of California (Government Code Section 6500, et seq.). Pursuant to CCCFA's Joint Powers Agreement, CCCFA is a public entity separate from its constituent members. CCCFA shall solely be responsible for all debts, obligations, and liabilities accruing and arising out of this Agreement. No Contractor shall have rights and nor shall any Contractor make any claims, take any actions, or assert any remedies against any of CCCFA's constituent members in connection with this Agreement.

14. MUTUAL COOPERATION

- 14.1 CCCFA Cooperation in Performance.** CCCFA shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 14.2 Consultant Cooperation in Defense of Claims.** If any claim or action is brought against CCCFA relating to Consultant's performance in connection with this

Agreement, Consultant shall render any reasonable assistance that CCCFA may require in the defense of that claim or action.

15. NOTICES

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

If to CCCFA:

[Name]

CCCFA

[Department/Division]

Address

Telephone:

Facsimile:

E-mail:

If to Consultant:

[Name]

[Company]

[Address]

[Address]

Telephone:

Facsimile:

E-mail:

With courtesy copy to:

David J. Ruderman, CCCFA General Counsel
Colantuono, Highsmith & Whatley, PC
420 Sierra College Drive, Suite 140
Grass Valley, California 95945-5091
Telephone: (530) 432-7357
Facsimile: (530) 432-7356
E-mail: druderman@chwlaw.us

16. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 5.12 (Records), Section 11 (Indemnification), Section 12.8 (Claims-Made Policies), Section 12.13 (Waiver of Subrogation), Section 13 (No Recourse Against Constituent Members of CCCFA), Section 14.2 (Consultant Cooperation in Defense of Claims), Section 16 (Surviving Covenants), Section 17 (Interpretation of Agreement), and Section 19 (General Provisions) of this Agreement shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

17. TERMINATION

17.1 Termination. CCCFA may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All CCCFA

Standard Services Agreement — Consultant Services

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data, documents, objects, materials or other tangible things shall be returned to CCCFA upon the termination or expiration of this Agreement.

17.2 Consultant Termination. Consultant may terminate this Agreement for a material breach of this Agreement by CCCFA upon 30 days' notice.

17.3 Compensation Following Termination. Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. CCCFA shall have the benefit of such work as may have been completed up to the time of such termination.

17.4 Remedies. CCCFA retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

18. INTERPRETATION OF AGREEMENT

18.1 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of California.

18.2 Integration of Exhibits. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the provisions of this Agreement and its exhibits, the provisions of this Agreement shall prevail. In the event of any material discrepancy between the express provisions of this Agreement and the exhibits of this Agreement, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between CCCFA and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by CCCFA and Consultant.

18.3 Headings. The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.

18.4 Pronouns. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

18.5 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

18.6 No Presumption Against Drafter. Each party had an opportunity to consult with an attorney in reviewing and drafting this Agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

19. GENERAL PROVISIONS

19.1 Confidentiality. All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by CCCFA. CCCFA shall grant such consent if disclosure is legally required. All CCCFA data shall be returned to CCCFA upon the termination or expiration of this Agreement.

19.2 Conflicts of Interest. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with CCCFA's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, CCCFA shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of CCCFA, during the term of his or her service with CCCFA, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

19.3 Non-assignment. Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without CCCFA's prior written consent, and any attempt to do so shall be void and of no effect. CCCFA shall not be obligated or liable under this Agreement to any party other than Consultant.

19.4 Binding on Successors. This Agreement shall be binding on the successors and assigns of the parties.

- 19.5 No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 19.6 Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 19.7 Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, sexual orientation, or any other unlawful basis. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.
- 19.8 Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by CCCFA or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by CCCFA or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 19.9 Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in CCCFA's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 19.10 Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.
- 19.11 Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs expended in the action.
- 19.12 Venue.** The venue for any litigation shall be Marin County, California and Consultant hereby consents to sole jurisdiction in Marin County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

19.13 Counterparts; Electronic Signatures. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, “electronic signature” shall include faxed or emailed versions of an original signature, electronically scanned and transmitted versions (e.g., via pdf) of an original signature, or a digital signature.

19.14 Recitals. The Recitals are incorporated by this reference.

[Signature page follows]



California Community Choice Financing Authority

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

"CCCFA"

California Community Choice Financing
Authority

By: _____
Signature

Printed: _____

Title: _____

Date: _____

Attest:

By: _____
[Insert Name], CCCFA Clerk

Date: _____

"Consultant"

[Name of Company or Individual]

By: _____
Signature

Printed: _____

Title: _____

Date: _____

By: _____
Signature

Printed: _____

Title: _____

Date: _____

Approved as to form:

By: _____
David J. Ruderman, General Counsel

Date: _____

**“EXHIBIT A”
SCOPE OF WORK**

**“EXHIBIT B”
APPROVED FEE SCHEDULE**

“EXHIBIT” C
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

CAMPAIGN CONTRIBUTION DISCLOSURE PROVISIONS

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

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

1. No CCCFA Board member or other CCCFA official shall accept, solicit, or direct a contribution of more than \$500 from any party,¹ financially interested participant,² or agent³ while a proceeding is pending or for 12 months subsequent to the date a final decision is rendered by CCCFA. This prohibition commences when your application has been filed, or the proceeding is otherwise initiated.

2. A party to a CCCFA proceeding shall disclose on the record of the proceeding any contribution of more than \$500 made to any Board member or other CCCFA official by the party, or agent, during the preceding 12 months. No party to or participant in a CCCFA proceeding shall make a contribution of more than \$500 to a Board member or other CCCFA official during the proceeding and for 12 months following the date a final decision is rendered by CCCFA. No agent to a party or participant shall make a contribution in any amount to a Board member or other CCCFA official during the proceeding and for 12 months following the date a final decision is rendered by CCCFA.

3. Prior to rendering a decision on a CCCFA proceeding, any Board member or other CCCFA official who received contribution of more than \$500 within the preceding 12 months from any party, or agent, to a proceeding shall disclose that fact on the record of the proceeding, and shall be disqualified from participating in the proceeding. However, if any Board member or other CCCFA official receives a contribution that otherwise would require disqualification, and returns the contribution within 30 days of making the decision, or knowing about the contribution and the relevant proceeding, whichever comes last, that councilmember or commissioner shall be permitted to participate in the proceeding.

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

² "Participant" is defined as any person who actively supports or opposes a particular decision in a proceeding.

³ "Agent" is defined as a person who represents a party in connection with a proceeding for compensation who appears before or otherwise communicates with CCCFA for the purpose of influencing the proceeding. If an individual acting as an agent also is acting as an employee or member of a law, architectural, engineering, or consulting firm, or a similar entity or corporation, both the individual and the entity or corporation are agents. When a closed corporation is a party to a proceeding, the majority shareholder is subject to these provisions.

To determine whether a campaign contribution of more than \$500 has been made by you or your agent to a Board member or other CCCFA official within the preceding 12 months, all contributions made by you or your agent during that period must be aggregated.

Names of current CCCFA Board member or other CCCFA official are available on the CCCFA's website. If you have questions about Government Code Section 84308, FPPC regulations, or the Campaign Disclosure Form, please contact the CCCFA Clerk.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

(a) Document:

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

Name and address of any party, participant, or agent who has contributed more than \$500 to any councilmember or commissioner within the preceding 12 months:

1. _____
2. _____
3. _____

(b) Date and amount of contribution:

Date _____ Amount \$ _____

Date _____ Amount \$ _____

Date _____ Amount \$ _____

(c) Name of councilmember or commissioner to whom contribution was made:

1. _____
2. _____
3. _____

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

Printed Name _____

Signature _____

Date _____ Phone _____

To be completed by CCCFA:

Document No: _____



Attachment B

Statement of Exceptions / No Exceptions to the Standard Services Agreement

On behalf of _____ (Proposer), I have reviewed the entirety of the CCCFA Request for Proposals/Qualifications, including any addenda issued under Section 10 and the Standard Services Agreement.

☐ I certify on behalf of Proposer that Proposer has NO exceptions to the Standard Services Agreement.

☐ I certify on behalf of Proposer that Proposer has specifically identified exceptions to certain terms and conditions set forth in the Standard Services Agreement and is providing them in redline for review as part its proposal.

I certify that I am authorized to bind Proposer for purposes of this Statement of Exceptions / No Exceptions.

Signature / Title

Date