Request for Proposals
Ultimate Frisbee League Director

September 1, 2013 – August 31, 2014
(Option to renew two additional years)

The City of Santa Monica is currently seeking qualified individuals or companies to conduct Municipal Adult and Youth Ultimate Frisbee Leagues. The City is looking to offer leagues on either weekday evenings and/or weekend days/evenings. Such leagues might include:

A) Adult Coed Leagues – League ability levels to be determined by contracted league directors and City staff

B) Youth Leagues – Ability levels and age requirements to be determined by contracted league directors and City staff

C) One Ultimate Frisbee Tournament: To be held at the conclusion of the league season

The Ultimate Frisbee League Director Responsibilities

1. Marketing the activities
2. Preparing the league schedule
3. Maintaining good ongoing communication with participants
4. Supplying all necessary equipment to operate leagues including, line markers, score cards, Frisbees, web site.
5. Selecting and training site staff
6. Securing and scheduling qualified officials (if applicable)
7. Maintaining good communication with officials (if applicable)
8. Reserving City beach space for scheduled games.
9. Recording and reporting results on website
10. Providing onsite coordination of the league
11. Performing participant conflict resolution as needed
12. Complying with all City and Ultimate Frisbee rules and regulations
13. Participate and provide input as part of league preparation and evaluation meetings.
14. Provide non-cash prizes for season ending tournaments.
City of Santa Monica League Responsibilities

1. Receive and process all participant registrations
2. Promote the tournament through the City’ website, publications and at various parks/recreational facilities.
3. Provide use of the Santa Monica beach for the duration of the league.

Eligibility Requirements

All contractors shall adhere to the following requirements:
- Obtain a valid Santa Monica Business License

- May be subject to the City of Santa Monica Living Wage Ordinance if the contract amount exceeds $54,200. The Living Wage rate is $14.08/hour July 1, 2013 – June 30, 2014. Note: this rate may adjust each July 1st.
- Sign an Oaks Initiative Disclosure Form if the total amount of the contract exceeds $25,000.
- Procure and maintain the following insurance with the City of Santa Monica listed as an additional insured:
  a. General Liability Insurance coverage in the amount of $1,000,000 per occurrence/$2,000,000 annual aggregate, with the City of Santa Monica, members of the City Council, boards, commissions, officers, agents, employees, and volunteers listed as additional insured;
  b. Workers’ Compensation and Employer’s Liability Insurance as required by the State of California and Employer’s Liability Insurance in the amount of $1,000,000 per accident for bodily injury or disease.
  c. Business auto liability with a limit of not less than $1,000,000 each accident, if applicable.
- Complete and submit W9 Taxpayer Identification Number and Certification
- Adhere to regulations set forth by the Americans with Disabilities Act (ADA).
- Annual fingerprint and background clearance (“Live Scan”) through the Santa Monica Police Department at contractor’s expense for all contractors, employees and volunteers conducting activities. Information on the City’s Live Scan process and associated costs can be obtained by calling 310.458.8435. Notifications of relevant convictions are sent to the City by the California Department of Justice, Bureau of Criminal Identification. If awarded a contract, the contractor, all employees and volunteers are required to provide information pertaining to all convictions, unless sealed or expunged.
Submission Requirements

Proposals should be concise and adhere to the format set forth below. The City may request additional information or schedule interviews to clarify or elaborate on the proposal. Please include the section heading when providing the relevant information.

1. **Experience and History**: Please describe your experience with regard to the development, management, and operation of beach Frisbee leagues and tournaments as proposed.

2. **Proposed League Description**: Describe the make-up of the league including number of teams, players per team, categories and skill levels to be offered, etc.

3. **League/Tournament Schedule**: Describe the league/tournament length, days and times proposed for each division.

4. **Crowd Control**: Describe your expectations with regards to spectators and your plan to manage them.

5. **Team Fee**: Each proposal must include a proposed team fee for all participation.

6. **Proposed Compensation**: Contractors shall receive a percentage of the league team fees collected by the City. Please state the percentage of the league team fees you propose to receive.

7. **Referees**: Describe how refereeing will be managed and paid for (if applicable).

8. **Adaptability**: Explain your ability to adapt your leagues for participants with physical, cognitive, sensory, mental, or other disabilities.

9. **Outreach**: Describe how you will partner with the City to promote the league to the community including working with the city to develop outreach materials.

10. **Staffing and Volunteers**: Please provide your staffing structure for the league/tournament including education and experience and your training plan.

11. **References**: A list of professional and client references.

12. **Budget**: Include a detailed budget for the operation as proposed. You may use the attached sample or provide an alternative of similar scope.
**Evaluation Process**

An Evaluation Committee will review and evaluate each proposal based on the extent to which it provides the highest quality league administration and activity. An interview may be required. The City retains the sole authority to select any number of qualified businesses or individuals and negotiate contract terms. The City reserves the right to reject any and all proposals. Receipt of any proposal pursuant to this Request for Proposal shall not constitute an implied intent to enter into a contract to conduct activities for the City.

**Ultimate Frisbee League Director Agreement**

Applicants selected to be a City Contractor will be required to sign an Independent Contractor Activity Agreement. A sample agreement is attached.

Read the contract terms and conditions carefully as no material changes will be made to these conditions. No exceptions.

The League Director will serve on a contracted basis and be compensated for Services performed pursuant to this Agreement in the amount and on the schedule set forth in Exhibit “A”.

Term: The contract will be for one year with an option to renew for up to two consecutive years.

All potential contracted league directors are required to complete and submit the City of Santa Monica State of Arizona Disclosure form (attached) with all RFP/bid responses, regardless of amount or whether products or services are offered.

**Questions**

Questions regarding this Request for Proposals should be submitted in writing by to: heath.hamilton@smgov.net. Questions deadline is 12:00pm on Wednesday, August 14, 2013. All questions and responses will be posted at http://recreation.smgov.net thereby making all information available to all potential applicants.
Submission Deadline

The City, in compliance with its Sustainable City Program, is encouraging the use of recycled and tree-free products. Please do not use plastic bindings, plastic page covers, or laminated pages.

To aid in the selection process, please submit two copies of the proposal and hand deliver or mail to:

City of Santa Monica
Annenberg Community Beach House
415 Pacific Coast Highway
Santa Monica, CA 90402
Attn: Heath Hamilton

PROPOSAL SUBMISSION DEADLINE IS 6:00 PM, Friday, August 16, 2013.
COMMUNITY AND CULTURAL SERVICES
INDEPENDENT CONTRACTOR
ACTIVITY AGREEMENT

This Independent Contractor Activity Agreement ("Agreement"), entered into this ____ day of _______________ 2013 ("Execution Date"), by and between the CITY OF SANTA MONICA, a municipal corporation ("City"), and _________________, an independent contractor ("Contractor"), is made with reference to the following:

RECITALS

A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City of Santa Monica.

B. Contractor is qualified and possesses the experience and skills to direct the recreational activities set forth herein. Contractor seeks to provide services in specified recreational activities as part of the recreational programs sponsored by the City of Santa Monica through its Community and Cultural Services Department.

C. City and Contractor desire to enter into this Agreement to coordinate specified recreational activities as part of City-sponsored programs upon the terms and conditions set forth below.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM; OPTIONS TO RENEW.

The term of this Agreement shall be from the Execution Date to __________, unless a shorter term is specified in Exhibit A, Services, attached hereto and incorporated by reference, or unless this Agreement is sooner terminated or extended as provided herein.

2. SERVICES TO BE PERFORMED BY CONTRACTOR.

Contractor shall perform each and every service set forth in Exhibit A ("Services"). All Services shall be performed in accordance with the dates and time periods set forth in Exhibit A. Any changes in the Services or the dates and time periods of these Services shall require the prior written consent of the City. The City Manager may modify or amend Exhibit A to this Agreement if the modification will not change the essential purpose of this Agreement.

Contractor agrees to devote a minimum of ___ hours per activity to performance of the Services. Consistent with this requirement, Contractor may represent, perform services for, or be employed by any additional persons or companies as Contractor sees fit.

3. MATERIALS AND SUPPLIES.

Contractor shall provide all materials and supplies necessary to perform the Services and shall be responsible for all expenses incurred in association with the performance of the Services unless otherwise stated in Exhibit A. Contractor may charge a reasonable materials and supplies fee to participants enrolled in Contractor’s program provided that: (a) Contractor obtains written approval from City at least thirty (30) days prior to commencement of the program; (b) the fee
shall not exceed the amount set forth in Exhibit A; and (c) Contractor assumes responsibility for
the collection of the fee directly from program participants.

4. **PHOTO RELEASE.**

Contractor consents to the photographing, recording or reproduction in any other manner
(including use of videotapes and audiotapes) of the likeness, voice and activities of Contractor
and further authorizes the City of Santa Monica, its agents or assigns, to make unlimited use of
such reproductions, including but not limited to broadcasting to the public of the reproductions
over radio and television stations. Contractor understands that he or she will not receive any
monetary compensation now or in the future for participating. Contractor releases and holds
harmless the City of Santa Monica, its officers and employees from any claims arising from such
photographing, recording, reproduction or broadcast.

5. **REGISTRATION OF PARTICIPANTS.**

Registration of participants and payment of any fees for activities, excluding any reasonable
materials and supplies fee as set forth in Section 3, shall be handled through City offices.
Contractor shall not register participants or accept any payments of program fees.

6. **MINIMUM ACTIVITY SIZE.**

Contractor shall provide the Services if, and only if, the minimum number or more participants
set forth in Exhibit A register for the designated activity. Any increase or decrease in the
minimum number of participants in an activity requires the prior written consent of City. If the
minimum number of participants is not registered by the registration deadline, the activity will be
canceled. If the activity is canceled prior to the activity start date, Contractor will not be
compensated.

7. **CANCELLATION OF ACTIVITIES.**

City shall have the option, at its sole discretion, to cancel any activity at any time. If an activity
has commenced and City exercises its option to cancel it, reimbursement for Services shall be
pro-rated to provide payment to Contractor for the dates and times Services have been provided.

8. **COMPENSATION TO CONTRACTOR.**

Contractor shall be compensated for Services performed pursuant to this Agreement in the
amount and on the schedule set forth in Exhibit A. The total amount of compensation to be paid
to Contractor under this Agreement shall not exceed $20,000.00.

9. **RELATIONSHIP OF THE PARTIES/INDEPENDENT CONTRACTOR.**

Contractor enters into this Agreement as, and shall continue to be, an independent contractor.
Under no circumstances shall Contractor look to City as his/her employer, or as a partner, agent,
principal or joint venturer. Contractor shall not be entitled to any benefits accorded to City
employees including workers’ compensation, disability insurance, vacation or sick pay.
Contractor shall be responsible for obtaining, at Contractor’s expense, any licenses and permits
required to perform the Services.

Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor’s
compensation, including estimated taxes, and shall provide City with proof of payment on
demand. Contractor indemnifies City for any claims, losses, costs, fees, liabilities, damages or
injuries suffered by City arising out of Contractor’s breach of this Section.
10. **CONTRACTOR’S REPRESENTATIONS.**

Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of City. Performance of the Services in a professional manner includes meeting the requirements of the program under which Contractor is obligated to provide Services, and failure to do so shall constitute a material breach of this Agreement. Contractor shall be solely responsible for the professional performance of the Services, and shall receive no assistance, direction, or control from City. Contractor shall have sole discretion and control of Contractor’s services and the manner in which they are performed.

11. **CONTRACTOR’S PERSONAL SERVICES; RESCHEDULING AND SUBSTITUTIONS.**

City has selected Contractor to perform the Services based upon Contractor’s experience and unique skills. Contractor shall personally perform all such services except as otherwise provided herein. For purposes of this Agreement, Contractor may hire employees provided that such employees comply with all of the provisions of this Agreement, including, but not limited to, fingerprinting.

If Contractor is unable to provide the Services when required, Contractor shall provide sufficient prior notice to City so that City may notify all participants of the cancellation of any activity meeting on any given date. Except as otherwise provided herein, Contractor may be required to give a make-up day on rescheduled dates and times mutually agreed upon by City and Contractor.

Contractor may provide a list of proposed substitute activity directors to City prior to the commencement of Services. This list shall include sufficient information to enable City to make a determination as to the qualifications of the proposed substitute activity director. A City approved substitute activity director may provide the Services required hereunder if Contractor is unable to do so.
12. **Nondiscrimination**

Contractor will comply with Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, and with Section 504 of the Rehabilitation Act, 29 USC Section 794. In accordance with these Acts and other federal, state and local laws, no person in the United States shall, on the grounds of race, creed, color, disability, national origin, sex, age, marital status, sexual orientation, HIV/AIDS status, political affiliation or religious beliefs, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination under any program or activity provided by Contractor. Contractor and any of its subcontractors shall adhere to all regulations set forth by the Americans with Disabilities Act (ADA).

Contractor shall make every effort to ensure that all projects funded in whole or in part by the City shall provide equal employment and career advancement opportunities for minorities, women, and persons with disabilities.

13. **Permits and Licenses.**

Contractor shall comply with all applicable laws, regulations, ordinances, and statutes, and shall obtain and maintain, at Contractor’s sole expense, all required business and professional permits, licenses and certificates, including a City of Santa Monica business license.

14. **Insurance.**

Prior to commencing work, Contractor shall procure and maintain at Contractor’s own cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by Contractor and Contractor’s agents, representatives, employees, or subcontractors.

A. **Minimum Limits of Insurance**

Contractor shall obtain insurance of the types and in the amounts described below:

**Commercial General Liability Insurance**

Contractor shall maintain commercial general liability (CGL) with a limit of not less than $1,000,000 each occurrence/$1,000,000 in the annual aggregate.

**Workers’ Compensation and Employer’s Liability Insurance**

Contractor shall maintain workers’ compensation insurance as required by the State of California and Employer’s Liability Insurance in the amount of $1,000,000 per accident for bodily injury or disease.

In the event that Contractor is not required to procure Worker’s Compensation insurance, Contractor must complete the City’s Worker’s Compensation coverage exemption declaration form.

B. **Other Insurance Provisions**

The general liability policies are to contain, or be endorsed to contain, the following provisions:

City of Santa Monica, its officers, officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Contractor.
In the event that Contractor uses a vehicle to perform services as required under this agreement, Contractor must supply City with evidence of vehicle liability insurance in compliance with the minimum financial responsibility laws of the State of California.

C. **General Liability, Workers’ Compensation and Employer’s Liability**
The insurer shall agree to waive all rights of subrogation against the City of Santa Monica, its officers, officials, employees, and volunteers for losses arising from activities and operations of Contractor in the performance of services under the contract.

D. **All Coverages**
Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City as provided in Section 20 hereof.

15. **DEFENSE, INDEMNIFICATION AND HOLD HARMLESS.**
Contractor shall indemnify, defend and hold harmless City (including but not limited to members of its City Council, boards and commissions, officers, agents, employees and volunteers) from and against any and all loss, damages, liability, claims, suits, judgments, taxes, costs and expenses, whatsoever, including reasonable attorney’s fees arising from or in any manner connected to: (i) the condition or use of materials or equipment provided by Contractor in the performance of the Services; (ii) the Services, activities or work conducted pursuant to this Agreement; or (iii) claims by any persons or entities providing services, materials, equipment or supplies in connection with Contractor’s obligations under this Agreement.

16. **SAFETY.**
Contractor will notify City immediately if Contractor observes that City’s facility or equipment is unsafe and will not utilize the facility or equipment until the unsafe condition is corrected.

17. **FINGERPRINTING.**
Contractor and its employees agree to be fingerprinted if City requires fingerprinting prior to commencement of the Services. Contractor acknowledges and agrees that Contractor’s fingerprints may be used to verify conviction records by comparing them with local, state and federal records. Contractor agrees to pay whatever fees if any may be involved in this process.

18. **PUBLICITY.**
Contractor agrees not to generate any written, audio or visual publicity regarding City-sponsored activities without prior written approval from the Community Services Program Supervisor.

19. **TERMINATION FOR DEFAULT.**
If Contractor fails to provide any of the services required hereunder, such failure shall constitute a material default and breach of this Agreement. In that event, City may terminate this Agreement upon written notice to Contractor. The termination shall be effective five (5) days after such termination notice is placed in the United States mail or upon personal delivery to Contractor. City shall pay to Contractor that portion of compensation which is earned and unpaid prior to the termination date. Contractor shall reimburse to City any portion of compensation which was paid to Contractor for Services to be performed after the effective termination date.
20. RECORDS.

Contractor shall maintain complete and accurate records with respect to costs, expenses, receipts and other such information required by City for any services provided where compensation is on the basis of hourly rates, sub consultant costs, or other direct costs.

Contractor shall maintain records of services provided in sufficient detail to permit an evaluation of services. All records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Representatives of City or its designees shall be allowed free access to Contractor’s books and records, and shall have the right to examine, audit and make transcripts therefrom as necessary, and to inspect all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of three (3) years after receipt of final payment.

If City’s audit discloses an error of five percent (5%) or more in information reported by Contractor and City’s audit is correct, Contractor shall pay the cost of City’s audit computed on the basis of four (4) times the direct payroll of the audit staff completing the audit and audit report.

21. NOTICES.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when personally delivered, or on the fifth business day after deposit in the United States mail, postage prepaid, registered or certified, addressed as follows:

All notices, demands, requests or approvals from Contractor to City shall be addressed to City at:

    City of Santa Monica
    Annenberg Community Beach House
    415 Pacific Coast Highway.
    Santa Monica, CA 90402
    Attention: Heath Hamilton, Beach Recreation Supervisor

with copies to:

    City of Santa Monica
    Director, Community & Cultural Services
    1685 Main Street, Room 210
    Santa Monica, CA 90401

All notices, demands, requests or approvals from City to Contractor shall be addressed to Contractor at:

    ____________________________
    ____________________________
    ____________________________
Any party hereto may, from time to time by notice in writing served upon the other party, designate a different mailing address or a different person to whom all notices, demands, requests or approvals are thereafter to be addressed.

22. **COSTS OF LITIGATION.**

If legal action is necessary to enforce any provision of this Agreement or to recover damages resulting from an alleged breach of this Agreement, the prevailing party shall be entitled to recover its costs and expenses from the losing party including reasonable attorney’s fees.

23. **GOVERNING LAW.**

This Agreement has been made and shall be construed and interpreted in accordance with the laws of the State of California.

24. **INTEGRATED CONTRACT.**

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements are merged herein. No oral agreement or implied covenant shall be held to vary the provisions of this Agreement. Any modification of this Agreement will be effective only by written execution signed by both City and Contractor.

25. **WAIVER.**

A waiver by either party to this Agreement of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein.

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

ATTEST:  

____________________________

SARAH GORMAN
City Clerk

____________________________

ROD GOULD
City Manager

CITY OF SANTA MONICA,  
a municipal corporation

CONTRACTOR:

____________________________

By: ____________________________

MARSHA JONES MOUTRIE
City Attorney

Title: ___________________________
League Director: ____________________________

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<tr>
<th>Program Name</th>
<th>League Start Date</th>
<th>Games per League</th>
<th>Director Pay per Team</th>
<th>Maximum # of Teams per day</th>
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<td>Ultimate Frisbee League</td>
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League Director must complete and sign a billing sheet for payments to be issued.

Payments for leagues covering ten weeks or longer will be divided as follows:
Half the payment will be issued midway through the league and the balance issued at the conclusion.

League Directors will notify the City if they observe the City’s facility or equipment to be in an unsafe condition and will not utilize such facility or equipment until the unsafe condition is rectified by the City.

League ending dates may extend if make-up dates are needed.

The League Director will be responsible for the following:
1. Assist City with marketing the leagues and tournament
2. Prepare the league schedule
3. Maintain a website to post league schedule and record and report game results. League website may be used by teams to post league related information. Restrictions regarding team postings must be approved by City staff.
4. Game supervision and performing spectator, participant and referee supervision and conflict resolution as needed
5. Comply with all beach volleyball and City of Santa Monica rules and regulations
6. Supply all necessary equipment to operate leagues including, line markers, score cards, awards and Frisbees.
7. Maintain good ongoing communication with participants and officials
8. Select, train and perform supervision of employees, if any
9. Coordinate with City staff regarding use of Santa Monica State Beach for schedule games
10. Participate and provide input as part of program preparation and evaluation meetings.
11. City staff will register teams to participate in the leagues using a priority registration system. League directors may be required to assist in recruiting players or teams to fill in league openings.

League Director Signature: ____________________________  Date: ____________________________
NOTICE:
CITY POLICY ON DOING BUSINESS WITH ARIZONA FIRMS

CITY OF SANTA MONICA

NOTICE TO APPLICANTS, BIDDERS, PROPOSERS AND OTHERS SEEKING TO DO BUSINESS WITH THE CITY OF SANTA MONICA

The City Council of the City of Santa Monica adopted Resolution No. 10479 (CCS) on May 25, 2010, which requires a review of all current and likely future agreements and contracts with Arizona-based businesses to examine the feasibility of acquiring such products and services elsewhere while the Arizona law remains in effect.

Additionally, vendors offering goods or services to the City of Santa Monica must complete and sign the attached disclosure form; this applies to all solicitations, including but not limited to, bids and proposals. Please review, sign and submit the form with your bid packet prior to the closing date of bid.

Failure to return this form or inability to certify as to its provisions will render your bid or proposal non-responsive.

State of Arizona Disclosure Form - see next page.
CITY OF SANTA MONICA
STATE OF ARIZONA DISCLOSURE FORM

TO BE COMPLETED BY ALL VENDORS PROVIDING GOODS AND SERVICES TO THE CITY OF SANTA MONICA

I certify that (check all that apply):

☐ Our company has no presence, interest or professional business relationships with or in the State of Arizona nor conducts business with individual subcontractors located within the State of Arizona.

☐ Our company’s headquarters are located in the State of Arizona.

☐ Our company’s branch offices, warehouses or manufacturing facilities are located in the State of Arizona.

Number of branch offices, warehouses or manufacturing facilities:

If more than one, attach a list of additional locations, including the physical address of each location.

Name of Location: ____________________________________________________________________

☐ Branch Office ☐ Warehouse Manufacturing ☐ Facility Other ____________________________

Street Address: _______________________________________________________________________

City: _______________________________ State:_________ Zip Code:_________________________

☐ Products or services will be manufactured or performed by a subcontractor whose business is located within the State of Arizona.

*** PORTION BELOW TO BE COMPLETED BY ALL VENDORS ***Please list any and all subcontractors that your company conducts business with.

If more than one, attach a list of additional subcontractors, including the physical address of each location.

☐ Our company does not work with ANY subcontractors.

Name of Subcontractor: ________________________________________________________________

Street Address: _______________________________________________________________________

City: ______________________________State: ___________ Zip Code: _____________________

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signed: ______________________________________________________ Date: __________________

Printed name: _________________________________________________ Title: __________________

Name of Company: ________________________________________________

Street Address of Headquarters: __________________________________________

City: _____________________________ State: ________________ Zip Code: _______________

Telephone # (including area code): __________________________ Email: _______________________

(Pursuant to Resolution No. 10479 (CCS) adopted May 25, 2010)
Oaks Initiative Notice

CITY OF SANTA MONICA
NOTICE TO APPLICANTS, BIDDERS, PROPOSERS
AND OTHERS SEEKING DISCRETIONARY PERMITS, CONTRACTS, OR OTHER
BENEFITS FROM THE CITY OF SANTA MONICA

Santa Monica’s voters adopted a City Charter amendment commonly known as
the Oaks Initiative. It prohibits a public official from receiving specified personal benefits
from a person or entity after the official votes, or otherwise takes official action, to award
a “public benefit” to that person or entity. Examples of a “public benefit” include public
contracts to provide goods or services worth more than $25,000 or a land use approval
worth more than $25,000.

The Oaks Initiative requires the City to provide this note and information about
the Initiative’s requirements. An information sheet on the Oaks Initiative is attached.
You may obtain a full copy of the Initiative’s text from the City Clerk.

In order to facilitate compliance with the requirements of the Oaks Initiative, the
City compiles and maintains certain information. That information includes the name of
any person who is seeking a “public benefit.” If the “public benefit” is sought by an
entity, rather than an individual person, the information includes the name of every: (a)
trustee, (b) director, (c) partner, (d) officers, or (e) ten percent interest in the entity.
Therefore, if you are seeking a “public benefit” covered by the Oaks Initiative, you must
supply that information on the attached form (Attachment A).
(Attachment A)
City of Santa Monica
Oaks Initiative Disclosure Form

All persons or entities receiving public benefits defined below from the City of Santa Monica shall provide the names of trustees, directors, partners and officers and names of those with more than a 10% equity, participation or revenue interest. This information is required by City Charter Article XXII—Taxpayer Protection.

Name of Entity: ______________________
NAME(S) OF PERSONS OR ENTITIES RECEIVING PUBLIC BENEFIT:

NAME(S) OF TRUSTEES, DIRECTORS, PARTNERS, AND OFFICERS:

NAME(S) OF THOSE WITH MORE THAN A 10% EQUITY, PARTICIPATION OR REVENUE INTEREST:

Public benefits include:
1. Personal services contracts in excess of $25,000 over any 12-month period;
2. Sale of material, equipment or supplies to the City in excess of $25,000 over a 12-month period;
3. Purchase, sale or lease of real property to or from the City in excess of $25,000 over a 12-month period;
4. Non-competitive franchise awards with gross revenue of $50,000 or more in any 12-month period;
5. Land use variance, special use permit, or other exception to an established land use plan, where the decision has a value in excess of $25,000;
6. Tax “abatement, exception, or benefit” of a value in excess of $5,000 in any 12-month period; or
7. Payment of “cash or specie” of a net value to the recipient of $10,000 in any 12-month period.

Prepared by: __________________________ Signature: __________________________

Date: __________________________ Title: __________________________

FOR CITY USE ONLY:
Bid/PO/Contract # __________________________ Permit # __________________________
(1/06)