

# CITY OF UPLAND



## Request for Qualifications (RFQ)

### On-Call Hearing Officer / Arbitrator Services

**CITY OF UPLAND  
Development Services Department  
460 N. Euclid Avenue  
Upland, CA 91786**

**Issue Date: May 28, 2026**

**Due Date: June 25, 2026 by 4:00 p.m.**

## RFQ Schedule

Milestone	Date
RFQ Issued	May 28, 2026
Deadline for Questions	June 10, 2026
Responses/Addenda Issued	June 15, 2026
SOQ Submission Deadline	June 25, 2026 at 4:00 PM PST
Interviews (Optional)	July 2026
Anticipated Selection	July-August 2026

### Mobilehome Rent Review Program

The City of Upland (“City”) invites qualified firms and individuals to submit Statements of Qualifications (“SOQs”) to provide impartial hearing officer, arbitrator, mediation, and related dispute resolution services for the City’s proposed Mobilehome Rent Review Program.

Upland is a San Bernardino County community located in the western Inland Empire with a diverse housing stock that includes approximately six (6) mobilehome parks providing an important source of affordable and senior housing opportunities within the City. The City seeks experienced neutral professionals to help administer a fair, efficient, and legally defensible process for matters arising under the proposed ordinance.

The City seeks experienced professionals to hear petitions, rent adjustment requests, fair return applications, appeals, mediation matters, and related administrative proceedings in a neutral, timely, and legally defensible manner.

### Background

The City has implemented a Mobilehome Rent Review Ordinance intended to balance:

- Housing stability for mobilehome residents
- Fair return protections for park owners
- Transparent and efficient dispute resolution
- Independent decision-making outside normal City operations

Mobilehome parks represent a meaningful segment of the City’s lower-cost ownership housing inventory. Because mobilehomes are costly and difficult to relocate, disputes over space rents can significantly affect residents, including seniors and fixed-income households. The City therefore seeks a qualified neutral roster to hear matters arising under the ordinance.

### Scope of Services

Selected respondents may be retained on an on-call basis and may be asked to perform some or all of the following services as assigned by the City.

#### a. Administrative Hearings

Respondents will address:

- Rent increase petitions
- Annual adjustment disputes
- Fair return applications
- Pass-through cost disputes
- Exemption requests
- Compliance appeals

Respondents are required to:

- Conduct fair and impartial quasi-judicial proceedings
- Avoid prohibited ex-parte communications
- Maintain independence and neutrality in all proceedings
- Comply with applicable due process requirements

**b. Confidentiality and Records**

Selected respondents may receive confidential financial, operational, or personal information in connection with hearings or dispute resolution matters.

Selected Respondents shall maintain confidentiality as required by law and shall maintain records in accordance with applicable City retention requirements.

**c. Alternative Dispute Resolution**

Respondents must be able to:

- Conduct mediation between park owners and residents
- Conduct settlement conferences
- Administer pre-hearing case management

**d. Written Decisions**

Respondents must be able to prepare:

- Findings of fact
- Conclusions of law
- Written determinations
- Orders and recommendations

**e. Program Support**

- Hearing rules/procedures input
- Template decisions
- Scheduling coordination with City staff
- Annual summary reports if requested

**Minimum Qualifications**

Respondents should demonstrate:

- Minimum 10 years professional experience in law, adjudication, arbitration, or administrative hearings
- Knowledge of California landlord-tenant, housing, and rent regulation law
- Experience conducting quasi-judicial hearings
- Ability to prepare clear written decisions
- Strong conflict screening practices
- Availability for in-person or virtual hearings
- Ability to conduct hearings in compliance with ADA accessibility requirements.
- Respondents shall disclose any current or prior representation of:
  - Mobilehome park owners/operators;
  - Resident organizations;
  - Mobilehome associations;
  - Parties currently involved in disputes within the City of Upland.
- Respondents shall disclose any actual or potential conflicts of interest.

Preferred Respondents include but are not limited to:

- Retired judges
- Former administrative law judges
- Municipal hearing officers
- Respondents with mobilehome park law experience
- Respondents with rent control / fair return case experience

#### **4. Compensation**

The City anticipates compensation on an hourly, half-day, full-day, or per-matter basis, as negotiated through a professional services agreement. Program costs are expected to be recovered through application fees, deposits, or other ordinance-authorized charges. The City makes no guarantee of minimum assignments.

#### **Proposal Contents**

Please include:

- Cover letter
- Resume(s) / qualifications
- Relevant hearing experience
- Rate schedule
- Sample written decision (redacted if needed)
- Conflict disclosure statement
- References (3)
  - Proof of current insurance coverage or ability to obtain coverage meeting City requirements, including:
    - Commercial General Liability Insurance
    - Professional Liability / Errors & Omissions Insurance
    - Workers Compensation Insurance (if applicable)

**Public Records**

All SOQs submitted in response to this RFQ may become public records subject to disclosure under the California Public Records Act (Government Code Section 7920.000 et seq.), except for materials properly identified as confidential and exempt from disclosure under applicable law.

**Evaluation Criteria**

The City reserves the right to conduct interviews, request additional information, investigate references, and negotiate final scope and compensation with one or more respondents.

<b>Criteria</b>	<b>Weight</b>
Relevant Experience	35%
Administrative Hearing Skill	25%
Legal Knowledge	20%
Cost / Rate Structure	10%
Availability / Responsiveness	10%

The City may select one or more respondents and establish a qualified on-call roster for future assignments.

**Questions and Addenda**

Questions regarding this RFQ shall be submitted in writing to the City no later than the deadline identified in the RFQ Schedule.

Questions shall be directed to

City of Upland - Housing Division  
 460 N. Euclid Avenue  
 Upland, CA 91786  
 Email: [dcotto@uplandca.gov](mailto:dcotto@uplandca.gov)

Responses to questions and any addenda issued by the City shall be posted on the City’s website or procurement portal. Oral statements, interpretations, or clarifications shall not be binding upon the City.

**Term**

The anticipated initial contract term shall be three (3) years, with optional extensions at the City’s discretion, subject to City Council approval if required.

**Submission**

Statements of Qualifications must be received no later than 4:00 p.m. Pacific Time on Thursday, June 25, 2026.

All responses must be submitted electronically through the City’s PlanetBids portal. Submissions sent by email, mail, or delivered in person will not be accepted.

Respondents are solely responsible for ensuring that their submission is successfully uploaded and received through PlanetBids prior to the deadline. Late submissions may be rejected without review.

### **Reservation of Rights**

The City reserves the right to:

- Reject any or all submissions;
- Waive informalities or irregularities;
- Request interviews or additional information;
- Negotiate scope, rates, or contract terms;
- Establish a qualified roster;
- Cancel or reissue this RFQ;
- Decline to award any contract; and
- Modify the RFQ schedule as necessary.
- Issuance of this RFQ does not obligate the City to adopt the proposed Mobilehome Rent Review Program

### **Independent Contractor**

Any selected respondent shall perform services as an independent contractor and not as an employee, officer, or agent of the City.

### **Public Records Act Disclosure**

The City reserves the right to reject any or all submissions, waive informalities, request interviews, negotiate scope or rates, and establish a qualified roster.

### **ATTACHMENTS:**

- Proposed Professional Services Agreement
- Insurance Requirements
- California Levine Act Disclosure Statement Form
- W-9 Form
- City of Upland Mobilehome Rent Review Ordinance

## Proposed Professional Services Agreement

**ON-CALL GENERAL SERVICES AGREEMENT  
BETWEEN THE CITY OF UPLAND  
AND [\*\*\*INSERT NAME\*\*\*]**

This Agreement is made and entered into as of [\*\*\*INSERT MONTH\*\*\*] [\*\*\*INSERT DATE\*\*\*], 2026 (“Effective Date”) by and between the City of Upland, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 460 N. Euclid Avenue Upland, CA 91786 (“City”), and [\*\*\*INSERT NAME\*\*\*], a [\*\*\*INSERT TYPE OF ENTITY AND STATE - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY\*\*\*] with its principal place of business at [\*\*\*INSERT ADDRESS\*\*\*] (hereinafter referred to as “Consultant”). City and Consultant are hereinafter sometimes referred to individually as “Party” and collectively as the “Parties.”

**RECITALS**

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

**Mobilehome Rent Review Ordinance** (hereinafter referred to as “the Project”).

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

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

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

**AGREEMENT**

1. Incorporation of Recitals. The recitals above are true and correct and are hereby incorporated herein by this reference.

2. Services. Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit “A.” The services shall be more particularly described in the individual Task Order issued by the City or its designee. No services shall be performed unless authorized by a fully executed Task Order in the form attached hereto as Exhibit “B”.

3. Vendor Practices. All vendor services to be provided by Consultant pursuant to this Agreement shall be provided by personnel identified in their proposal. Consultant warrants that Consultant is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant’s performance of this Agreement. Consultant further represents that no City employee will provide any services under this Agreement.

4. Compensation.

a. Consultant shall receive compensation, including authorized reimbursements, for all services rendered under this Agreement at the rates set forth in the Schedule of Charges attached hereto as Exhibit "A" and incorporated herein by this reference. The maximum compensation for services to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. The total aggregate compensation paid to Consultant under this Agreement shall not exceed the amount set forth in Section 4(b) below.

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement and all Task Orders issued hereunder exceed the sum of **\$\$\$INSERT NOT TO EXCEED AMOUNT\$\$\$**. This amount is to cover all related costs, and the City will not pay any additional fees for printing expenses. Consultant may submit invoices to City for approval. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. The invoice shall describe in detail the services performed and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

5. Additional Work.

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

b. The City Manager may approve Additional Work, as further defined in Section 5, up to ten percent (10%) of the amount of the Agreement or fifty thousand dollars (\$50,000.00). Any additional work in excess of this amount shall be approved by the City Council.

6. Term. The term of this Agreement shall commence on the Effective Date and continue through **June 30, 2029**, unless earlier terminated as provided herein. Consultant shall complete the services within the term of this Agreement and shall meet any other established schedules and deadlines set forth in each individual Task Order issued by the City. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

7. Maintenance of Records; Audits.

a. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be

made available to City for inspection and/or audit at mutually convenient times for a period of four (4) years from the Effective Date.

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

8. Time of Performance. Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of a Task Order from the City to proceed.

9. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects the Consultant's performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the project site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); and (4) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety.

b. Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Delays shall not entitle Consultant to any additional compensation regardless of the Party responsible for the delay.

c. Notwithstanding the foregoing, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

10. Compliance with Law.

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

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

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

11. Standard of Care. Consultant's services will be performed in accordance with generally accepted practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the industry currently practicing under similar conditions. Consultant's performance shall conform in all material respects to the requirements of the Scope of Work.

12. Conflicts of Interest. During the term of this Agreement, Consultant shall at all times maintain a duty of loyalty and a fiduciary duty to the City and shall not accept payment from or employment with any person or entity which will constitute a conflict of interest with the City.

13. City Business Certificate. Consultant shall, prior to execution of this Agreement, obtain and maintain during the term of this Agreement a valid business registration certificate from the City pursuant to Title 5 of the City's Municipal Code and any and all other licenses, permits, qualifications, insurance, and approvals of whatever nature that are legally required of Consultant to practice his/her profession, skill, or business.

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

15. Independent Consultant. Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided. Any personnel performing the work governed by this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

a. PERS Eligibility Indemnification

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of

competent jurisdiction or the California Public Employees Retirement System (“PERS”) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

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

a. Additional Insured

The City of Upland, its officials, officers, employees, agents, and volunteers shall be named as additional insureds on Consultant’s and its subconsultants’ policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

b. Commercial General Liability

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

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

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

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

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability

- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Contract
- (8) Broad Form Property Damage
- (9) Independent Consultants Coverage

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

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

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

c. Automobile Liability

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

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

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

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

d. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance

with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

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

e. Professional Liability (Errors and Omissions)

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

f. Privacy/Network Security (Cyber)

At all times during the performance of work under this Agreement, the Designer shall maintain privacy/network security insurance, in a form and with insurance companies acceptable to the City, for: (1) privacy breaches, (2) system breaches, (3) denial or loss of service, and (4) the introduction, implantation or spread of malicious software code.

g. **REMOVE SECTION. NOT APPLICABLE**

h. Minimum Policy Limits Required

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

	<u>Combined Single Limit</u>
Commercial General Liability	Two million dollars (\$2,000,000) per occurrence/four million dollars (\$4,000,000) in the aggregate for bodily

	injury, personal injury, and property damage
Automobile Liability	One million dollars (\$1,000,000) per occurrence for bodily injury and property damage
Employer's Liability	One million dollars (\$1,000,000) per occurrence
Professional Liability	One million dollars (\$1,000,000) per claim and aggregate (errors and omissions)
Cyber Liability	One million dollars (\$1,000,000) per occurrence and aggregate

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

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

i. Evidence Required

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

j. Policy Provisions Required

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

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

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

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

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

k. Qualifying Insurers

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

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

l. Additional Insurance Provisions

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

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

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

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

m. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

#### 17. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by the City), indemnify and hold the City, its elected and appointed officials, officers, employees, agents, and authorized volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project, or this Agreement, including without limitation the payment of all damages, expert witness fees, attorneys' fees and other related costs and expenses. This indemnification clause excludes Claims arising from the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, the City Council, members of the City Council, its employees, or authorized volunteers. Consultant's indemnification obligation shall survive the expiration or earlier termination of this Agreement.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to the extent which the Claims arise out of, pertain to, or relate to the

negligence, recklessness, or willful misconduct of the Consultant in the performance of the services or this Agreement, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

18. California Labor Code Requirements. Consultant is aware of the requirements of California Labor Code Sections 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. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Consultant agrees to fully comply with such Prevailing Wage Laws, if applicable. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1).

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

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

21. Termination or Abandonment

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

charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

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

22. Attorneys' Fees. In the event that litigation is brought by any Party in connection with this Agreement, the prevailing Party shall be entitled to recover from the opposing Party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing Party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof. The costs, salary, and expenses of the City Attorney's Office in enforcing this Agreement on behalf of the City shall be considered as "attorneys' fees" for the purposes of this Agreement.

23. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant's services occurs, Consultant shall, at no cost to City, provide all other services necessary to rectify and correct the matter to the sole satisfaction of the City and to participate in any meeting required with regard to the correction.

24. Prohibited Employment. Consultant shall not employ any current employee of City to perform the work under this Agreement while this Agreement is in effect.

25. Costs. Each Party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

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

27. Organization. Consultant shall assign **\*\*\*INSERT NAME\*\*\*** as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

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

29. Notice. Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to the following addresses and shall be effective upon receipt thereof:

**CITY:**

City of Upland  
460 N. Euclid Avenue  
Upland, CA 91786  
Attn: Robert Dalquest, Development  
Services Director

**CONSULTANT:**

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

With Copy To:

City of Upland  
460 N. Euclid Avenue  
Upland, CA 91786  
Attn: City Attorney

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

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

32. Entire Agreement. This Agreement, including Exhibit "A," represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises, or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This is an integrated Agreement.

33. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance, and the remaining provisions of this Agreement shall remain in full force and effect.

34. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by

operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

35. Non-Waiver. The delay or failure of either Party at any time to require performance or compliance by the other Party of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. The waiver of any right or remedy with respect to any occurrence or event shall not be deemed a waiver of any right or remedy with respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

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

37. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain, or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

38. Amendments. Only a writing executed by all of the Parties hereto or their respective successors and assigns may amend this Agreement.

39. City's Right to Employ Other Consultants. City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

40. Prohibited Interests. Consultant maintains and warrants that it has neither employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

41. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one single Agreement.

42. Authority. The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by doing so, the Parties hereto are formally bound to the provisions of this Agreement.

43. Order of Precedence.

The following order and succession of the referenced documents shall govern in the event of conflict between documents:

1. Amendment(s)
2. This Agreement
3. Task Orders

44. Electronic Signatures. Each Party acknowledges and agrees that this Agreement may be executed by electronic or digital signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

**[SIGNATURES ON FOLLOWING PAGE]**

SAMPLE

**SIGNATURE PAGE FOR ON-CALL GENERAL SERVICES AGREEMENT  
BETWEEN THE CITY OF UPLAND  
AND **[\*\*INSERT NAME\*\*]****

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**CITY OF UPLAND**

**CONSULTANT**

APPROVED BY:

**[\*\*INSERT NAME\*\*]**

\_\_\_\_\_  
Michael Blay  
City Manager

APPROVED BY:

ATTESTED BY:

\_\_\_\_\_  
**[\*\*INSERT NAME\*\*]**  
**[\*\*INSERT POSITION\*\*]**

\_\_\_\_\_  
Keri Johnson, CMC  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Best Best & Krieger LLP  
City Attorney

**EXHIBIT A**

**[\*\*ATTACH OR INSERT: Scope of Services / Schedule of Charges and Payments / Activity Schedule\*\*]**

SAMPLE

**EXHIBIT B**

Sample Task Order Form

**TASK ORDER**

Task Order No. [REDACTED]

Agreement: [INSERT TITLE OF AGREEMENT]

Consultant: [INSERT NAME OF CONSULTANT]

**The Consultant is hereby authorized to perform the following services subject to the provisions of the Agreement identified above:**

**List any attachments:** (Please provide if any.)

**Dollar Amount of Task Order:** Not to exceed \$ [REDACTED], [REDACTED].00

**Completion Date:** [REDACTED]

The undersigned Consultant hereby agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services for the work above specified in accordance with the Agreement identified above and will accept as full payment therefore the amount shown above.

**CITY OF UPLAND**

**[INSERT NAME OF CONSULTANT]**

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

## Insurance Requirements

California Levine Act Disclosure Statement Form



## CALIFORNIA LEVINE ACT DISCLOSURE STATEMENT

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

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

Current Upland City Council Members are listed at:

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

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

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

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

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

NO

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

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

NO

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of authorized individual

\_\_\_\_\_  
Company/Applicant Name

## LEVINE ACT DISCLOSURE STATEMENT DEFINITIONS

Term	Definition	Law
<b>Covered "proceedings"</b>	A proceeding to grant, deny, revoke, restrict, or modify a license, permit or other entitlement for use, that does not solely involve purely ministerial decisions and is: (1) Applied for by the party; (2) Formally or informally requested by the party; or (3) A contract between the agency and the party or a franchisee granted by the agency to the party, other than a contract that is <b>competitively bid</b> , a <b>labor contract</b> , or a <b>personal employment contract</b> .	<a href="#">FPPC Reg 18438.2(a)</a>
<b>Party</b>	Any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.	<a href="#">Gov. Code 84308(a)(1)</a>
<b>Participant</b>	Any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision. A person actively supports or opposes a particular decision in a proceeding if that person lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.	<a href="#">Gov. Code 84308(a)(2)</a> <a href="#">FPPC Reg 18438.4</a>
<b>Agent</b>	A person who represents a party or participant for compensation and appears before or otherwise communicates with the governmental agency for the purpose of influencing the pending proceeding. See FPPC Reg 18438.3 for exceptions for certain consultants.	<a href="#">FPPC Reg 18438.3</a>
<b>Competitively Bid</b>	A contract required by law to be awarded to the lowest responsible bidder with a responsive bid, or, if the successful bidder refuses or fails to execute the contract, to the next lowest bidder with a responsive bid.	<a href="#">FPPC Reg 18438.2(a)(3)(A)</a>
<b>Labor Contract</b>	A contract or agreement reached through collective bargaining or with a representative group regarding the salary, benefits, or terms and conditions under an employment or retirement policy for employees or retirees, including a project labor agreement entered under Public Contract Code Section 2500.	<a href="#">FPPC Reg 18438.2(a)(3)(B)</a>
<b>Personal Employment Contract</b>	A contract for employment, including the terms and conditions of employment, between the agency and an agency employee. A contract with an independent contractor is NOT a personal employment contract.	<a href="#">FPPC Reg 18438.2(a)(3)(C)-(D)</a>

W-9 Form

# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give form to the  
 requester. Do not  
 send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

<b>Print or type.</b> See <i>Specific Instructions</i> on page 3.	<b>1</b>	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)			
	<b>2</b>	Business name/disregarded entity name, if different from above.			
	<b>3a</b>	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.		<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  <i>(Applies to accounts maintained outside the United States.)</i>	
	<input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see Instructions) _____				
	<b>3b</b>		If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>		
	<b>5</b>	Address (number, street, and apt. or suite no.). See instructions.		Requester's name and address (optional)	
	<b>6</b>	City, state, and ZIP code			
<b>7</b>	List account number(s) here (optional)				

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

<b>Social security number</b>									
<b>or</b>									
<b>Employer identification number</b>									

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person	Date
------------------	--------------------------	------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

**Caution:** If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

**By signing the filled-out form, you:**

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What is FATCA Reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding.** Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441-1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

### What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

### Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

### Specific Instructions

#### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

- **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note for ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

- **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

- **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

- **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

- **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

#### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

#### Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

#### Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

**Note:** A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

#### Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

##### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5. <sup>2</sup>
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

<sup>1</sup> See Form 1099-MISC, Miscellaneous Information, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/EIN](http://www.irs.gov/EIN). Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if Item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor <sup>4</sup>

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

**\*Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

\*\* For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Go to [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

# City of Upland Mobilehome Rent Review Ordinance



City Clerk's Office  
Telephone 909-931-4120

## MEMORANDUM

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TO: Robert Dalquest, Development Services Director  
FROM: Keri Johnson, City Clerk *KJ*  
DATE: May 27, 2026  
RE: City Council Action – adoption of ordinance

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On May 26, 2026, the City Council adopted Ordinance No. 2010 adding Chapter 5.68 to Title 5 of the Upland Municipal Code regarding Mobilehome Rent Review. A copy of the ordinance is attached for your records. The ordinance will go into effect, June 25, 2026, 30 days from the date of adoption.

As follow up to the adoption of Ordinance No. 2010 the Housing Division should take the following actions:

- Prepare an application for mobilehome park owners to submit to the city when requesting additional rent increases - UMC Section 5.68.070(A)
- Obtain a hearing officer that will consider all requests for rent increases submitted to the City – UMC Section 5.68.070
- Draft a resolution for Council approval establishing a fee for the hearing officer and place on a council agenda for adoption – UMC Section 5.68.070 (K)

## **ORDINANCE NO. 2010**

### **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UPLAND, CALIFORNIA ADDING CHAPTER 5.68 TO TITLE 5 OF THE UPLAND MUNICIPAL CODE REGARDING MOBILEHOME RENT REVIEW**

**WHEREAS**, pursuant to Article XI, Section 5 of the California Constitution and Government Code section 37100, the legislative body of a city may pass ordinances not in conflict with the Constitution and the laws of the State or the United States; and

**WHEREAS**, there are currently six (6) mobilehome parks owned by mobilehome park owners operating in the City, with a total of approximately 869 mobilehome spaces, which parks are the subject of this rent stabilization ordinance; and

**WHEREAS**, residents in these mobilehome parks typically own their mobilehome as personal property and rent the space on which the mobilehome sits from the owner of the mobilehome park; and

**WHEREAS**, the relative immobility of mobilehomes, the substantial investment involved in the purchase of a mobilehome, and the expense, difficulty, and risk of damage in moving a mobilehome has created a captive market for mobilehome owners and tenants in the City; and

**WHEREAS**, the majority of mobilehome owners in the City qualify as low to moderate-income and are housing cost burdened, meaning they spend more than 30% of their household income on space rent, mortgage, insurance, property tax, utilities, and pass-through fees; and

**WHEREAS**, the City Council desires to update and re-establish a rent stabilization ordinance to prevent excessive, unreasonable, and frequent rent increases, while at the same time recognizing the need of park owners to receive a just and reasonable return on their investment; and

**WHEREAS**, all legal prerequisites to the adoption of the Ordinance have occurred.

**NOW, THEREFORE**, THE CITY COUNCIL OF THE CITY OF UPLAND DOES ORDAIN AS FOLLOWS:

**Section 1.** The above recitals are true and correct and are hereby incorporated herein by this reference.

**Section 2.** Chapter 5.68 is hereby added to Title 5 of the Upland Municipal Code to read in its entirety as follows:

#### **"CHAPTER 5.68 MOBILEHOME RENT REVIEW**

**§ 5.68.010. Purpose.**

The city council finds and declares it necessary to protect the owners and occupants of mobilehomes from unreasonable rent increases while at the same time recognizing the need of the park owners to receive a just and reasonable return on their property and rental increases sufficient to cover the increased costs of repairs, maintenance, insurance, upkeep and additional amenities.

**§ 5.68.020. Applicability.**

- A. The provisions of this chapter shall apply to any mobilehome park within the city, unless otherwise exempt in accordance with applicable state law, including the Mobilehome Residency Law (Civil Code § 798 et seq.), as may be amended from time to time.
- B. None of the provisions of this chapter shall prohibit any homeowner of a mobilehome park from entering into a written lease with the owner of such park which, by its terms, provides for rental increases different than would be allowed by this chapter in accordance with applicable state law, including the Mobilehome Residency Law (Civil Code § 798 et seq.), as may be amended from time to time.
- C. If a homeowners' association exists within a mobilehome park, or if affected homeowners designate a representative for purposes of this chapter, notice required by the chapter shall be provided to such association or designated representative in addition to any notice otherwise required to be provided to affected homeowners individually.
- D. The absence of a homeowners' association or designated homeowner representative shall not impair the operation or enforceability of this chapter.

**§ 5.68.030. Definitions.**

For the purpose of this chapter, the words set out in this section shall have the following meanings:

"Base rent" means the money charged for any mobilehome dwelling unit space in effect for that space on April 1, 2026, subject to the maximum permitted rent increases per annum as provided for in Section 5.68.040(A). In the event that the space under consideration for rent review has been previously rented and the rental agreement is not extended and no new rental agreement in excess of 12 months' duration is entered into, then the last rental rate charged for the space under the previous rental agreement shall be the base rent for purposes of applicable provisions of law concerning rent regulation. This base rental is then subject to the maximum permitted rent increase as provided for in Section 5.68.040(A). Where a lease agreement has expired and no new lease agreement is entered into, then the last rental rate charged for the space under the previous rental agreement shall be the base rent.

"Capital improvement" means the installation of new improvements and facilities and/or the replacement or reconstruction of existing improvements and facilities which consist of more than ordinary maintenance and/or repairs.

"City" means the City of Upland.

"City clerk" means the duly appointed city clerk for the city of Upland.

"Consumer price index" means the consumer price index for all urban consumers (CPI-U) published for the Riverside-San Bernardino-Ontario Area, or any successor index published by the United States Department of Labor or other successor agency. If such index is discontinued or substantially revised, the City may designate by resolution or administrative rule a substitute index or method that reasonably reflects changes in the cost of living.

"Hearing Officer" means a neutral decision maker appointed by the City to conduct hearings and decide requests for rent increases in excess of those otherwise permitted by this chapter. The City may maintain a panel of qualified hearing officers or may appoint a hearing officer on an ad hoc basis.

"Homeowner" means any person entitled to occupy a mobilehome dwelling unit pursuant to ownership thereof or a rental or lease agreement with the owner thereof.

"Homeowners' association" or "association" means a nonprofit unincorporated or incorporated association with membership open to all homeowners of a particular park, with elected officers for a specified period of time.

"Mobilehome park owners" means the owner, lessor, operator or manager of a mobilehome park within the purview of this chapter.

"Space rent" means the consideration, demanded or received in connection with the use and occupancy of a mobilehome space in a mobilehome park, or for the transfer of a lease for park space, services and amenities, but exclusive of any amounts paid for the use of the mobilehome dwelling unit. Also excluded are costs for water, gas, and electrical charges if the dwelling unit has individual usage meters.

**§ 5.68.040. Permitted rent increases without a hearing.**

A mobilehome park owner may assess a rental increase without the necessity of a hearing upon the following conditions:

- A. There have been no prior rent increases within the affected spaces of the mobilehome park for the twelve (12) month period immediately preceding the date of increase.
- B. That the rental increase assessed by the mobilehome park owner does not exceed eighty percent (80%) of the increase in the consumer price index for the preceding calendar year, up to a total increase not to exceed seven percent

(7%) of the base rent for the affected homeowner. Provided, however, in the event that the increase in the consumer price index shall itself exceed eight and three-quarters percent (8.75%), such permitted increase shall be seven percent (7%) plus fifty percent (50%) of the increase of the consumer price index in excess of eight and three-quarters percent (8.75%).

**§ 5.68.050. Rental increases in excess of chapter guidelines.**

A mobilehome park owner may make an application for a rent increase in excess of the guidelines permitted by this chapter upon appropriate application for an increase under the provisions of Section 5.68.070 hereinafter set forth.

**§ 5.68.060. Reserved.**

**§ 5.68.070. Request for additional rent increases.**

- A. In order to implement a rent increase in excess of the guidelines of Section 5.68.040, the mobilehome park owner must file an application with the City, including a proposed rent schedule, on a form prepared by the City. The rent schedule shall show the existing and proposed rents for each space. The mobilehome park owner shall serve each affected homeowner, either personally or by mail, with a 90-day written notice of the proposed increase in accordance with California Civil Code, Section 798.30, or its successor, and in addition, with notice that a request for approval of the increase is being filed with the city clerk. The mobilehome park owner shall file proof of service with the city clerk concurrent with the filing of the rent increase request.
- B. If a homeowners' association or designated resident representative exists, the mobilehome park owner shall also provide a copy of the notice and application materials to such association or representative within 10 days of any submission to the City.
- C. If a proposed increase is requested under this Section, the following procedures shall be used:
  1. The City shall set the matter for hearing before a hearing officer.
  2. Written notice of the date, time, and place of the hearing shall be given to the parties thereto in writing not less than 20 days prior to the hearing. The notice shall be given by personal delivery or by depositing in the United States mail directed to the addresses on file with the clerk. A reasonable continuance, not to exceed 30 days may be granted by stipulation of the parties or at the discretion of the hearing officer.
  3. Each party shall file with the hearing officer and serve copies on the opposing party no less than seven days prior to the hearing all documentary evidence that party intends to introduce into evidence at the time of hearing. Failure to file such documentary evidence under

this schedule shall preclude the use of such documents at the hearing except as otherwise stipulated to by the parties, or as permitted by the hearing officer.

D. In the consideration of the reasonableness of a proposed rent increase, the hearing officer shall consider all relevant factors in determining whether such increase yields a just and reasonable return on the mobilehome park owner's property, to include, but shall not be limited to the following:

1. Changes in the consumer price index;
2. Reserved;
3. The rent lawfully charged for comparable mobilehome spaces in the Inland Empire of Western San Bernardino County;
4. The length of time since the last rent increase for the mobilehome space or spaces in the subject park;
5. The hearing officer shall specify that an increase in rent or a portion of an increase in rent granted be limited to the length of time necessary to allow the park owner to reasonably amortize the cost of a capital improvement, including interest. Such increase granted as a result of the capital improvement shall not continue beyond the time necessary for reasonable amortization of the cost of such improvement;
6. Changes in the rent paid by the park owner for the lease on which the subject mobilehome park is located;
7. Changes in the utility charges for the subject mobilehome park paid by the park owner and the extent, if any, of reimbursement from the homeowners;
8. Changes in reasonable operating and maintenance expenses;
9. The need for repairs caused by circumstances other than ordinary wear and tear not covered by owner's insurance;
10. The amount and quality of services provided by the park owner to the affected homeowner;
11. Any existing written lease lawfully entered into between the park owner and other homeowners in the park;
12. The present market value of the mobilehome park owner's property;
13. The investment of the park owner in the subject park property.

E. At the hearing:

1. The parties may offer any testimony, documents, written declarations or other evidence that is relevant to the subject of the hearing.
  2. The parties may have assistance in presenting evidence, or in setting forth by argument their position, from an attorney or such other person as may be designated by the parties; provided, however, that each party may have only one such spokesperson at the hearing.
  3. In the event either party should fail to appear, the hearing officer may hear and review such evidence as may be presented and make such decisions as if both parties were present.
  4. All testimony shall be taken and all documentary evidence shall be submitted under penalty of perjury according to the laws of the state of California.
  5. It need not be conducted according to the technical rules relating to evidence and witnesses, as applicable in courts of law. To be admissible evidence shall be of the type of which responsible persons are accustomed to rely in the conduct of serious affairs. A full and fair hearing shall be accorded to the parties to the hearing.
  6. The proceedings shall be recorded. Any party who desires that the proceedings be recorded stenographically shall make arrangements with the city clerk at least five days before the hearing. Any transcripts prepared by a reporter at the party's request shall be at his or her expense, and the original shall be filed with the city clerk. If the party makes a request for a transcript of the recording at the time of or after the hearing, he or she shall make arrangements to copy the official tape recording with the city clerk. All expenses incurred for the transcript will be borne by the requesting party.
  7. Any person may be excluded during the hearing by the hearing officer if that person is disruptive or otherwise interferes with the orderly conduct of the proceedings.
- F. The hearing officer shall make a final decision within 10 days of the conclusion of the hearing. The written decision, including all applicable findings, shall be delivered to the city clerk who shall mail the decision of the hearing officer to all parties.
- G. All mobilehome rent hearings shall be open to the public.
- H. Any decision of the hearing officer must be supported by a preponderance of the evidence.
- I. The conclusion and findings of the hearing officer shall be final and binding on all parties, except as set forth in Section 5.68.080.

- J. In the event that a final determination on the proposed rent increase is not made prior to the effective date of said increase pursuant to California Civil Code, Section 798.30, the requested increase shall, nevertheless, become temporarily effective at the option of the park owner. Should the election be made to have the temporary increase pursuant to this subsection, the full amount of the increase which is in excess of that permitted under Section 5.68.040, shall be placed in a segregated interest-bearing account and shall not be used for the benefit of either homeowner or park owner. Upon a final determination as to the proposed rent increase, the deposited moneys, including any accrued interest, shall be distributed to the respective parties entitled thereto within 10 days of said final determination.
- K. Costs of the hearing shall initially be borne by the mobilehome park owner. Fees for the hearing process shall be established by resolution from time to time by the city council to defray the costs to the city in administering this chapter, including any attorney's fees incurred by the city, and such fees shall be estimated by the city clerk based upon such resolution and shall be advanced upon demand by the city clerk. Any mobilehome park owner failing to post his or her fees for the hearing, including the fees above mentioned, shall be prohibited from participating in the proceedings.
- L. The hearing officer shall determine the portions of costs to be paid by mobilehome park owner and homeowner(s) on the expenses of each hearing. Hearing expenses shall not include attorney's fees incurred for proceedings or, in preparation of such proceedings, by the mobilehome park owner or by the homeowner(s). Hearing expenses shall be awarded on the basis of considering which party prevailed and the rationality of the request of each of the parties. The determination as to how much of the expenses each of the parties shall pay based upon the criteria of this subsection, shall be in the sole discretion of the hearing officer.

**§ 5.68.080. Finality and judicial review.**

- A. The written decision of the hearing officer shall be final and binding on the parties.
- B. Any party aggrieved by a final decision under this chapter may seek judicial review in accordance with applicable law, including Code of Civil Procedure sections 1094.5 and 1094.6, if applicable.
- C. The filing of a request for judicial review shall not automatically stay the effectiveness of the decision unless otherwise ordered by a court of competent jurisdiction.

**§ 5.68.090. Reserved.**

**§ 5.68.100. Increase upon sale or transfer.**

- A. **Notice to Prospective Homeowner.** The mobilehome park owner shall provide a prospective purchaser of a mobilehome that will remain in the park with a copy of this chapter prior to the execution of a rental agreement for the space.
- B. **Increase Upon Transfer.** Upon a transfer of ownership or occupancy of a mobilehome in the park, the mobilehome park owner may increase the space rent without regard to the provisions of this chapter.
- C. **Excluded Transfers.** A transfer of ownership or occupancy shall not include:
  - 1. Transfers to a conservator, guardian, or trustee of a homeowner;
  - 2. Transfers to a homeowner's trust, where the beneficiaries are members of the homeowner's immediate family;
  - 3. Transfers to a surviving spouse upon death;
  - 4. Interspousal transfers; or
  - 5. Transfers to a parent or child of a homeowner.
- D. **Replacement of Mobilehome.** Removal of a mobilehome for purposes of replacement by an existing homeowner shall not constitute a transfer for purposes of this section.
- E. **Post-Transfer Regulation.** After any increase permitted by this section, the space shall remain subject to all provisions of this chapter. No additional rent increase may be imposed for that space for a period of 12 months following the effective date of the transfer increase.
- F. **Written Rent Statement.** A homeowner intending to sell a mobilehome may request a written statement from the mobilehome park owner specifying the rent to be charged to a prospective purchaser. The mobilehome park owner shall provide the statement within 15 days of the request. The mobilehome park owner shall not impose a rent higher than that stated for a period of 120 days following issuance of the statement.
- G. **Increased Costs.** No base rent increase shall be authorized solely on the basis of increased costs resulting from the refinancing, sale, transfer, or acquisition of a mobilehome park. However, such costs may be considered in support of a rent adjustment application under this chapter upon a showing by the mobilehome park owner that the costs were not reasonably foreseeable, cannot reasonably be absorbed under the existing rent structure, or that the refinancing was reasonably necessary to fund capital improvements, maintain or preserve the park, or satisfy existing loan obligations.

**§ 5.68.110. Violation.**

- A. Any party aggrieved by the willful violation of any of the provisions of this chapter may sue thereon and recover actual damages therefore, plus a civil penalty as provided herein. Any mobilehome park owner or his or her agent who demands, accepts, receives or retains any payment of space rent in excess of the maximum lawful space rent, in violation of the provision of this chapter or any rule, regulation or order hereunder promulgated, shall be liable as hereinafter provided to the homeowner from whom such payments are demanded, accepted, received or retained, for damages as a civil penalty in an amount of \$500.00 or three times the amount by which the payment so demanded, accepted, received or retained exceeds the maximum lawful space rent, whichever is greater. The owner is also liable to the homeowner for any such payments actually collected and refunded, if any, plus interest from the date received, reasonable attorneys' fees, and costs as determined by the court.
- B. The fact of any willful violation of this chapter may be used by the aggrieved homeowner as a defense to any action for unlawful detainer based on nonpayment of rent.
- C. Any willful violation of this chapter shall be a misdemeanor and shall be punishable by a fine of not more than \$1,000.00 or by imprisonment in the county jail for a period not exceeding six months or by both such fine and imprisonment. Each continuing day of violation shall be deemed to be a separate violation.

**§ 5.68.120. Termination.**

The provisions of this chapter will continue in effect and shall be valid and binding upon all parties affected thereby until these provisions are amended or revoked by a legislative enactment of the city council of the city."

**Section 3.** Compliance with California Environmental Quality Act. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly. Further, if the activity is deemed a project this City Council finds that this Ordinance is exempt pursuant to Section 15061(b)(3) of the State CEQA Guidelines.

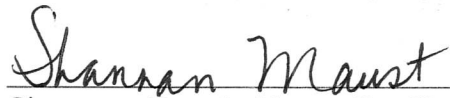
**Section 4.** Severability. If any section, subsection, subdivision, sentence, or clause or phrase in this Ordinance or any part thereof is for any reason held to be unconstitutional, invalid, or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have adopted each section irrespective of the fact that any one or more subsections,

subdivisions, sentences, clauses, or phrases are declared unconstitutional, invalid, or ineffective.

**Section 5.** Effective Date. This Ordinance shall become effective thirty (30) days from its adoption.

**Section 6.** Publication. The City Clerk shall certify to the adoption of this Ordinance and cause it, or a summary of it, to be published in a newspaper of general circulation printed and published within the City of Upland, pursuant to all legal requirements.


**PASSED, APPROVED, AND ADOPTED** this 26th day of May, 2026.

  
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Shannan Maust, Mayor Pro Tem

I, Keri Johnson, City Clerk of the City of Upland, California, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Upland held on the 11th day of May, 2026, and was adopted at a regular meeting of the City Council of the City of Upland on the 26th day of May, 2026, by the following vote:

AYES: Mayor Pro Tem Maust, Councilmembers Breitling, Garcia, Zuniga  
NOES: None  
ABSENT: Mayor Velto  
ABSTAINED: None

ATTEST:

  
\_\_\_\_\_  
Keri Johnson, City Clerk