

EXHIBIT "B"

SPECIAL REQUIREMENTS

B-1. City hereby waives Section 7.7 of the Agreement.

B-2. Consultant's Warranty and Representation of Non-Collusion. Consultant hereby represents and warrants that no official, officer, or employee of the City has any financial interest, direct or indirect, in this Agreement, nor did any official, officer, or employee of the City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly interested, or in violation of any state or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interest found to be "remote" or "non interest" pursuant to California Government Code Sections 1091 and 1091.5. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result or consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s), or other conduct resulting in the payment of money, consideration, or other thing of value will render this Agreement void and of no force and effect.

Provider Representative Initials _____

