



July 2026

LEGAL DIVISION

Consultant Conflict of Interest Policy

Consultant Conflict of Interest Policy

Policy Statement

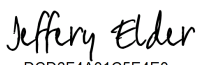
The Southern California Association of Governments (SCAG) requires all Consultants to conduct their work with integrity, impartiality, and transparency, and to act in the best interests of SCAG, rather than their own personal interests. Consultants must avoid personal, financial, organizational, or political interests that could improperly influence their work for SCAG and must disclose any conflicts as required under this Consultant Conflict of Interest Policy (Policy).

Purpose

The purpose of this Policy is to establish standards for identifying, disclosing, reviewing, and addressing actual, potential, or perceived conflicts of interest involving Consultants. This Policy is intended to support compliance with applicable state and federal laws, promote accountability in SCAG's contracting and decision-making processes, and protect public trust.

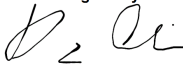
Application

This Policy applies to all Consultants providing goods or services to SCAG. Compliance with this Policy is a condition of contracting with SCAG, and all Consultants are expected to know, understand, and adhere to its requirements throughout the entire term of their engagement.

DocuSigned by:

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AUTHOR OR DEPARTMENT HEAD

Jeffery Elder,
Chief Counsel

DocuSigned by:

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APPROVAL: ED or COO or RC

Darin Chidsey,
Chief Operating Officer/Deputy Executive Director

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1. Scope

- a. This Policy applies to all Consultants providing goods or services to SCAG during all phases of a Consultant's relationship with SCAG.
- b. This Policy supplements and does not replace any conflict of interest requirement imposed by applicable law, regulation, funding requirement, solicitation, contract, or other SCAG policy.
- c. If another applicable requirement is stricter than this Policy, the stricter requirement applies.

2. Definitions

Except as otherwise provided herein, the terms and provisions of this Policy shall have the meanings set forth in, and shall be interpreted in accordance with, the applicable definitions and provisions of the Political Reform Act of 1974, as amended, California Government Code section 81000 *et seq.*, and the regulations of the California Fair Political Practices Commission, as amended.

For purposes of this Policy, the following definitions shall apply:

"Actual conflict of interest" means a conflict of interest that currently exists and that may affect a Consultant's ability to perform work for SCAG in a fair, objective, impartial, or independent manner.

"Confidential information" means information obtained through a Consultant's work for SCAG that is not publicly available, including privileged information, procurement-sensitive information, proprietary information, draft work products, internal deliberative materials, financial information, data subject to restricted use, and any other information SCAG identifies as confidential or non-public.

"Consultant" means any entity that SCAG procures, manages, or otherwise enters into a contract or agreements with, including but not limited to consultants, contractors, service providers, suppliers, independent contractors, professionals, managers, architects, engineers, and subcontractors.

"Financial interest" includes any direct or indirect financial interest, compensation, income, ownership interest, investment interest, prospective employment, business relationship, gift, loan, reimbursement, promise of future work, or other thing of value that could affect, or reasonably appear to affect, a Consultant's performance, judgment, objectivity, or loyalty to SCAG.

"Immediate family" means a spouse or domestic partner and dependent children.

"Perceived conflict of interest" means a circumstance that could cause a reasonable person, with knowledge of the relevant facts, to question whether a Consultant's judgment, objectivity, independence, loyalty, or performance may be impaired.

"Potential conflict of interest" means a situation that may develop into an actual conflict of interest or perceived conflict of interest based on the Consultant's interests, relationships, work, access to information, or role in a SCAG matter.

"SCAG official" means any member of the SCAG Regional Council, General Assembly, or any SCAG committee with decision-making authority.

3. General Policy

- a. Consultants must comply with this Policy and all applicable laws, regulations, funding requirements, contract provisions, and SCAG policies.
- b. Consultants must conduct their work for SCAG in a fair, objective, impartial, and ethical manner.
- c. Consultants must not use their work for SCAG to obtain private gain, preferential treatment, or an unfair competitive advantage for themselves, their subcontractors, their clients, or any other person or entity.
- d. Violation of this Policy is grounds for termination of an agreement with SCAG and may result in rejection of a proposal, disqualification from a procurement, withholding of payment to the extent permitted by law or contract, or any other remedy available to SCAG.
- e. Failure to disclose a required actual, potential, or perceived conflict of interest constitutes a violation of this Policy, regardless of whether an actual conflict is ultimately determined to exist.

4. Prohibited Activities

- a. Gifts
 - A Consultant must not directly or indirectly offer, promise, give, accept, request, or provide any gift, gratuity, favor, compensation, or other benefit if doing so could improperly influence, or reasonably appear to improperly influence, a SCAG decision, procurement, contract, payment, evaluation, recommendation, approval, or other official action.
 - A Consultant must not request or accept a gift, favor, compensation, or other benefit from a third party in connection with its work for SCAG if the item could affect, or reasonably appear to affect, the Consultant's objectivity, judgment, or performance.
 - Nothing in this Policy authorizes any gift, gratuity, payment, or benefit that is prohibited by law, regulation, contract, grant condition, or SCAG policy.
- b. Political Contributions
 - Pursuant to California Government Code section 84308 (the "Levine Act"), a Consultant seeking a contract with SCAG is prohibited from making campaign contributions totaling more than \$500 to any SCAG Official while the issue is pending before SCAG and for 12 months following a final decision on the matter.
 - This does not apply to contracts valued at less than \$50,000; contracts for which no party receives financial compensation; contracts between two or more public agencies; or contracts that are required by law, regulation, or SCAG policy to be competitively bid and awarded through a competitive procurement process.
 - SCAG Officials are prohibited from participating in a SCAG contract, entitlement, or other covered proceeding if they have received campaign contributions totaling more than \$500 from a Consultant in the proceeding within the previous 12 months.
 - A Consultant must disclose any campaign contribution to a SCAG Official within the preceding 12 months that may be subject to the Levine Act.
 - If a Consultant is uncertain whether a campaign contribution is subject to the Levine Act, the Consultant must disclose the contribution to SCAG for review.

- c. Private Gain
 - A Consultant must not use SCAG resources or confidential information for private gain or advantage.
- d. Financial Conflicts of Interest
 - A Consultant must not have a financial interest, other than compensation paid under its SCAG contract, that could improperly influence, or reasonably appear to improperly influence, the Consultant's work for SCAG.
 - A Consultant must disclose any such financial interest involving the Consultant, the Consultant's immediate family, partner, affiliate, subcontractor, subconsultant, or any organization that employs or is negotiating to employ the Consultant or such related person, where the interest may relate to a SCAG contract, procurement, funding decision, project, program, or other matter.
 - A Consultant must not participate in, advise on, influence, administer, oversee, evaluate, recommend, approve, or perform work on a SCAG matter if the Consultant has a financial interest that creates an actual, potential, or perceived conflict of interest, unless SCAG has reviewed the matter and determined in writing that the Consultant may proceed subject to any required mitigation measures.
 - Nothing in this section limits any stricter prohibition or disclosure requirement imposed by California Government Code section 1090 *et seq.*, the Political Reform Act, procurement requirements, funding requirements, contract provisions, or other applicable law or SCAG policy.
 - Nothing in this section limits any stricter prohibition or disclosure requirement imposed by Government Code section 1090 *et seq.*, the Political Reform Act, procurement requirements, funding requirements, contract provisions, or other applicable law or SCAG policy.
- e. Representation of SCAG
 - A Consultant must not speak on behalf of SCAG, represent SCAG policy positions, or issue public statements on behalf of SCAG unless expressly authorized in writing.
 - A Consultant must ensure that any public-facing statements, presentations, reports, publications, outreach materials, or communications prepared on behalf of SCAG align with SCAG's established policies and direction.
 - Public-facing work products prepared by a Consultant must include any disclaimer required by SCAG, unless SCAG determines that the work product is an official SCAG document or otherwise authorizes different language in writing.
- f. Participation in SCAG Contracts and Decisions
 - A Consultant must not participate in the selection, evaluation, award, negotiation, or approval of a SCAG contract if an actual, potential, or perceived conflict of interest exists, unless SCAG has reviewed the matter and determined and provided confirmation in writing that the Consultant may participate subject to any required mitigation measures.
 - A Consultant must not use any confidential information obtained through work for SCAG to obtain an unfair competitive advantage in any SCAG procurement, contract, task order, funding decision, or other SCAG opportunity.
 - A Consultant must not assist SCAG in developing, drafting, reviewing, or evaluating specifications, scopes of work, evaluation criteria, cost estimates, procurement documents, solicitation materials, or similar materials if it intends to compete for the resulting contract.
 - Any Consultant who participates, in any capacity, in the development, negotiation, allocation, award, selection, administration, oversight, or expenditure of funds from SCAG to a Subregional Council of Governments (SUB-COG), must not contract for or perform work funded by SCAG that

is delegated or distributed to that SUB-COG, unless SCAG determines that the arrangement is permitted by law and that any conflict, appearance of conflict, or unfair competitive advantage has been adequately addressed.

- Notwithstanding the foregoing, a Consultant may receive SCAG funds for managing or coordinating activities on behalf of a SUB-COG in accordance with SCAG guidelines and as permitted by applicable law.
 - Nothing in this Policy is intended to prohibit a Consultant from performing later-phase work where participation is permitted under California Government Code section 1097.6 or other applicable law, including where the Consultant's earlier work was limited to conceptual, preliminary, or initial planning and all bidders or proposers are provided access to the same information.
 - SCAG Advisory Committee members may bid on SCAG contracts consistent with applicable state and federal laws. However, an Advisory Committee member must resign from all SCAG advisory positions prior to execution of the contract if the bid is successful, unless SCAG determines in writing that resignation is not required by law or policy.
- g. Organizational Conflicts of Interest
- A Consultant must not have an organizational conflict of interest that impairs, or reasonably appears to impair, the Consultant's objectivity, judgment, independence, or ability to perform work in SCAG's best interests.
 - Organizational conflicts of interest may include, but are not limited to:
 - Evaluating, reviewing, auditing, approving, or overseeing the Consultant's own work or the work of an affiliate, subcontractor, subconsultant, client, or related entity;
 - Representing or assisting another client whose interests are materially adverse to SCAG in connection with the Consultant's SCAG work;
 - Performing work for another public agency, private entity, vendor, organization, or other person where that work may conflict with the Consultant's responsibilities to SCAG; or
 - Having divided contractual duties that may impair the Consultant's ability to provide objective advice or services to SCAG.
- h. Disclosure of Conflicts
- A Consultant seeking a contract, purchase order, or task order of \$25,000 or more must complete the SCAG Consultant Conflict of Interest Form.
 - SCAG may also require completion of the SCAG Consultant Conflict of Interest Form for a contract, purchase order, or task order below \$25,000 when warranted by the nature of the work, the funding source, access to confidential information, participation in procurement or decision-making activities, or other risk factors.
 - A Consultant must disclose any actual, potential, or perceived conflict of interest in writing to SCAG as soon as it becomes aware of the facts giving rise to the conflict.
 - A Consultant must update its disclosure promptly if circumstances change, if additional facts become known, or if it seeks additional work that may create a new or different conflict.
- i. Post-Engagement Restrictions
- For one year after a Consultant's contract or other agreement with SCAG expires or is terminated, it must not attempt to influence any SCAG decision directly relating to any contract, procurement, project, funding decision, or other matter where it knows or has reason to know information or terms not available to members of the public.

- For one year after leaving SCAG service, no former SCAG Official or employee shall, for compensation, participate as a Consultant or assist a Consultant, bidder, proposer, or other person or entity in seeking, obtaining, performing, or administering a SCAG contract.
- The restrictions above do not prohibit a former Consultant, SCAG Official, or employee from providing factual information, technical knowledge, testimony, or records when authorized or required by law; responding to a subpoena, public records request, audit, investigation, administrative proceeding, or court proceeding; communicating with SCAG on matters unrelated to seeking, obtaining, performing, or administering a SCAG contract; or participating in a matter where SCAG determines in writing that the participation is permitted by law and the public interest would not be harmed.
- Nothing in this section limits any stricter prohibition imposed by law, regulation, contract, grant requirement, SCAG policy, or applicable post-service ethics rule.

5. Review, Mitigation, and Determination Process

- a. Upon receiving a disclosure or otherwise identifying a potential conflict, SCAG may review the matter and may determine that: no conflict exists; the matter presents a perceived conflict but does not require disqualification; the conflict can be avoided or mitigated; the Consultant must be excluded from a procurement, contract, task, project, decision, or activity; the Consultant must replace personnel, subcontractors, subconsultants, or affiliates; the Consultant may continue only subject to written conditions; or the Consultant is ineligible to perform the work.
- b. SCAG's determination may be documented in writing and may be made a condition of award, contract execution, continued performance, payment, or closeout.
- c. A Consultant must comply with all mitigation measures required by SCAG. Failure to comply with required mitigation measures is a violation of this Policy.

6. Penalties and Remedies

- a. Gifts accepted or provided in violation of the Gifts subsection of this Policy shall be promptly returned, reimbursed, or otherwise addressed as directed by SCAG and as required by law.
- b. Contracts made in violation of this Policy shall be void, voidable, or unenforceable to the extent permitted or required by law.
- c. SCAG may require additional disclosure, impose mitigation measures, reject a proposal, disqualify a Consultant, suspend work, withhold payment to the extent permitted by law or contract, terminate a contract, or pursue any other remedy available to SCAG.
- d. To the extent applicable, violations of California Government Code section 1090 *et seq.*, incorporated in part into this Policy, may result in severe consequences, including contract invalidation, withholding of payment, civil or criminal penalties, and other remedies provided by law. A Consultant must not participate in, advise on, or influence the making of a SCAG contract in which it has a financial interest, except where permitted by law.

7. Questions and Interpretation

- a. Questions regarding this Policy should be directed to SCAG's Legal Division.
- b. SCAG has discretion to interpret, administer, and apply this Policy in a manner consistent with applicable law, funding requirements, contract provisions, and SCAG's best interests.
- c. This Policy is intended to be interpreted consistently with applicable law. If any provision of this Policy conflicts with applicable law, the law controls, and the remaining provisions of this Policy remain in effect to the fullest extent permitted.

Appendix

Conflict of Interest Form

CONFLICT OF INTEREST FORM



RFP NO./CONTRACT NO.

DATE SUBMITTED

PROJECT TITLE

NAME OF FIRM

NAME OF PREPARER

SECTION I: INSTRUCTIONS

All Consultants seeking a contract, purchase order, or task order of \$25,000 or more must complete and submit this form. This form must also be submitted for any proposed subconsultant(s).

Before completing this Form, please review SCAG's Consultant Conflict of Interest Policy, the list of SCAG employees, and the list of SCAG Officials. This information can be viewed online at scag.ca.gov. Terms used in this Form have the same meaning as the Policy.

A "Yes" answer does not automatically disqualify a Consultant. SCAG will review the disclosure and determine whether the conflict can be avoided or mitigated. Failure to complete this form, failure to disclose required information, or submission of false, incomplete, or misleading information may result in rejection of a proposal, disqualification from a procurement, termination of a contract, withholding of payment, or any other remedy available to SCAG.

Questions regarding this form should be directed to SCAG's Legal Division; however, SCAG's Legal Division represents SCAG and cannot provide legal advice to Consultants or other outside parties.

SECTION II: QUESTIONS

1. During the last 12 months, has the Consultant or any of its principals, officers, partners, or key personnel provided a source of income, compensation, payment, gift, loan, reimbursement, promise of future work, or other financial benefit to any SCAG Official or SCAG employee?

Yes ☐ No ☐

If "yes," please list the names of those SCAG Officials and/or SCAG employees and the nature of the financial interest:

Name	Nature of Financial Interest

2. Does any SCAG Official or SCAG employee hold a position or have an ownership interest, investment interest, partnership interest, or other financial or business interest in the Consultant?

Yes ☐ No ☐

If "yes," please list the names of those SCAG Officials and/or SCAG employees and describe the position or interest:

Name	Position of Interest

SECTION II: QUESTIONS *(continued)*

3. Within the last 12 months, has the Consultant or any of its principals, officers, partners, or key personnel been employed by SCAG or served as a SCAG Official?

Yes ☐ No ☐

If "yes," please list the names of those individuals and the positions held:

Name	Prior SCAG Position

4. Is the Consultant or any of its principals, officers, partners, or key personnel immediate family or have a close personal relationship to any SCAG Official, SCAG employee, evaluation committee member, or other person involved in the procurement, award, or payment of the proposed SCAG work?

Yes ☐ No ☐

If "yes," please list the names of those individuals and describe the relationship:

Name	Relationship

5. During the last 12 months, has the Consultant or its agent made a contribution to a SCAG Official's campaign or controlled committee of more than \$500 in the aggregate? (Include contributions made by any individual who directs or controls your entity's contributions, and contributions made by any entity owned by the same majority owners as your entity. An "agent" is a person who is compensated by your entity, as an employee or independent contractor, and who has communicated or will communicate with SCAG to influence SCAG's decisions on the proposed proceeding.)

Yes ☐ No ☐

If "yes," please list the names of those SCAG Officials who received contributions, the name of the contributor, the date(s) of the contribution, and the amount of each contribution that aggregates to \$500 or more:

Name	Contributor	Dates	Amount(s)

6. Has the Consultant or any of its principals, officers, partners, or key personnel performed prior work for SCAG, assisted with the development of this procurement, or received confidential information that could provide an unfair competitive advantage in connection with the proposed SCAG work?

Yes ☐ No ☐

If "yes," please explain:

SECTION II: QUESTIONS *(continued)*

7. Does the Consultant or any of its principals, officers, partners, or key personnel have any organizational conflict of interest that may impair the Consultant's objectivity, judgment, independence, or ability to perform work in SCAG's best interests? (Examples may include evaluating or overseeing the Consultant's own work, representing another client whose interests are materially adverse to SCAG, performing work for another entity that may conflict with SCAG responsibilities, or having divided contractual duties.)

Yes ☐ No ☐

If "yes," please explain:

SECTION III: CONTINUING DUTY TO DISCLOSE

A Consultant must update this form promptly if circumstances change, if additional facts become known, or if the Consultant seeks additional work that may create a new or different actual, potential, or perceived conflict of interest.

☐ I acknowledge the continuing duty to disclose actual, potential, or perceived conflicts of interest.

SECTION III: VALIDATION STATEMENT

This Validation Statement must be completed and signed by at least one General Partner, Owner, Principal, or Officer authorized to legally commit the Consultant.

DECLARATION

I, (printed full name) , hereby declare that I am the (position or title) ,
 of (Consultant name) ,

and that I am duly authorized to execute this Validation Statement on behalf of the Consultant. I declare that I have reviewed SCAG's Consultant Conflict of Interest Policy, made reasonable inquiry as required, and the information provided in this form is true, correct, complete, and current as of the date submitted.

I acknowledge that any false, deceptive, incomplete, or misleading statement or omission may result in rejection of the proposal, disqualification from the procurement, termination of any resulting or existing contract, withholding of payment to the extent permitted by law or contract, or any other remedy available to SCAG.

SIGNATURE

DATE

PRINTED NAME

TITLE

FIRM



MAIN OFFICE

900 Wilshire Blvd., Ste. 1700
Los Angeles, CA 90017
Tel: (213) 236-1800
www.scag.ca.gov

REGIONAL OFFICES

IMPERIAL COUNTY

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Tel: (213) 236-1967

INLAND EMPIRE

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