



CITY OF SAN FERNANDO CITY COUNCIL

MEETING AGENDA
SPECIAL MEETING – 5:15 PM
REGULAR MEETING – 6:00 PM
MONDAY, AUGUST 5, 2024

CITY HALL COUNCIL CHAMBERS
117 MACNEIL STREET
SAN FERNANDO, CA 91340

COUNCILMEMBER MARY SOLORIO
REMOTE TELECONFERENCE LOCATION
1425 HOLLISTER STREET
SAN FERNANDO, CA 91340

Please visit the City's YouTube channel to live stream and watch previously recorded City Council meetings, which is also available with Spanish subtitles at: <https://www.youtube.com/c/CityOfSanFernando>

In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification/accommodation to attend or participate in this meeting, including in-person translation services, or other services please call the City Clerk Department at (818) 898-1204 or email at cityclerk@sfcity.org at least 2 business days prior to the meeting.

CALL TO ORDER - SPECIAL MEETING 5:15 P.M. (CLOSED SESSION)

ROLL CALL

APPROVAL OF SPECIAL MEETING AGENDA (CLOSED SESSION)

PUBLIC STATEMENTS FOR SPECIAL MEETING (CLOSED SESSION)

There will be a three (3) minute limitation for each member of the audience who wishes to make comments relating to City Business. Anyone wishing to speak, please fill out the blue form located at the Council Chambers entrance and submit it to the City Clerk. When addressing the City Council, please speak into the microphone and voluntarily state your name and address.

SAN FERNANDO CITY COUNCIL

Special and Regular Meeting Notice and Agenda – August 5, 2024

Page 2 of 8

RECESS TO CLOSED SESSION

A) **CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54956.8 – CONFERENCE WITH REAL PROPERTY NEGOTIATOR**

Subject Property: City owned parcels at Assessor Identification Numbers (APN): 2521-031-901, 902, and 903

Party Negotiation with: Aaron Aszkenazy, Aszkenazy Development and Rudy J. Ortega, Jr., Fernandño Tataviam Band of Mission Indians

City Representative: Nick Kimball, City Manager and Kanika Kith, Deputy City Manager/Economic Development

B) **CONFERENCE WITH LABOR NEGOTIATOR PURSUANT TO G.C. §54957.6:**

Designated City Negotiators: City Manager Nick Kimball

Employees and Employee Bargaining Units:

San Fernando Management Group (SEIU, Local 721)

San Fernando Public Employees' Association (SEIU, Local 721)

San Fernando Police Officers Association

San Fernando Police Officers Association Police Management Unit

San Fernando Police Civilian Association

San Fernando Part-Time Employees' Bargaining Unit (SEIU, Local 721)

All Unrepresented Employees

C) **CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54957.6 – CONFERENCE WITH LABOR NEGOTIATOR:**

City Representative: City Attorney Richard Padilla

Unrepresented Employee: City Manager

D) **CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(D)(4) – INITIATION OF LITIGATION:**

Two (2) Matters

RECONVENE FROM SPECIAL MEETING AND REPORT OUT FROM CLOSED SESSION

REGULAR MEETING - PUBLIC PARTICIPATION OPTIONS

WATCH THE MEETING

Live stream with audio and video, via YouTube, at: <https://www.youtube.com/c/CityOfSanFernando>

SAN FERNANDO CITY COUNCIL

Special and Regular Meeting Notice and Agenda – August 5, 2024

Page 3 of 8

SUBMIT PUBLIC COMMENT IN PERSON

Members of the public may provide comments in person in the City Council Chambers during the Public Comments section of the Agenda by submitting a comment card to the City Clerk.

SUBMIT PUBLIC COMMENT VIA EMAIL

Members of the public may submit comments **by email** to cityclerk@sfcity.org no later than **12:00 p.m. the day of the meeting**, to ensure distribution to the City Council prior to consideration of the agenda. Comments received via email will be distributed to the City Council and made part of the official public record of the meeting.

CALL-IN TO PROVIDE PUBLIC COMMENT LIVE DURING THE MEETING

Members of the public may **call-in between 6:00 p.m. and 6:15 p.m.** Comments will be heard in the order received, and limited to three minutes. If necessary, the call-in period may be extended by the Mayor. Note: This is audio only and no video.

Call-in Telephone Number: (669) 900-6833

Meeting ID: 833 6022 0211

Passcode: 924965

When connecting to the Zoom meeting to speak, you will be placed in a virtual “waiting area,” with your audio disabled, until it is your turn to speak and limited to three minutes.

CALL TO ORDER - REGULAR MEETING

6:00 P.M. (OPEN SESSION)

ROLL CALL

TELECONFERENCING REQUESTS/DISCLOSURE

Recommend consideration of requests received for remote teleconference meeting participation made by members of the City’s legislative bodies, as permitted under the provisions of Assembly Bill (AB) 2449, Government Code Section 54953, and the City of San Fernando adopted Resolution No. 8215, effective March 1, 2023.

PLEDGE OF ALLEGIANCE

Led by City Clerk Julia Fritz

SAN FERNANDO CITY COUNCIL

Special and Regular Meeting Notice and Agenda – August 5, 2024

Page 4 of 8

APPROVAL OF REGULAR MEETING AGENDA

Recommend that the City Council approve the agenda as presented and move that all ordinances presented tonight be read in title only as authorized under Government Code Section 36934.

PRESENTATIONS

A. INTRODUCTION OF NEW EMPLOYEES

DECORUM AND ORDER

The City Council, elected by the public, must be free to discuss issues confronting the City in an orderly environment. Members of the public attending City Council meetings shall observe the same rules of order and decorum applicable to the City Council (SF Procedural Manual). Any person making impertinent derogatory or slanderous remarks or who becomes boisterous while addressing the City Council or while attending the City Council meeting, may be removed from the room if the Presiding Officer so directs the sergeant-at-arms and such person may be barred from further audience before the City Council.

PUBLIC STATEMENTS

Members of the public **may provide comments in person in the City Council Chambers** during the Public Comments section of the Agenda by submitting a comment card to the City Clerk.

Members of the public may submit comments by email to cityclerk@sfcity.org no later than **12:00 p.m. the day of the meeting** to ensure distribution to the City Council and made part of the official public record of the meeting.

Members of the public may provide **a live public comment by calling in between 6:00 p.m. and 6:15 p.m. CALL-IN INFORMATION: Telephone Number: (669) 900-6833; Meeting ID: 833 6022 0211; Passcode: 924965**

CONSENT CALENDAR

Items on the Consent Calendar are considered routine and may be disposed of by a single motion to adopt staff recommendation. If the City Council wishes to discuss any item, it should first be removed from the Consent Calendar.

1) CONSIDERATION TO APPROVE CITY COUNCIL MEETING MINUTES:

a. June 11, 2007 – Special Meeting

2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER

Recommend that the City Council adopt Resolution No. 24-081 approving the Warrant Register.

SAN FERNANDO CITY COUNCIL

Special and Regular Meeting Notice and Agenda – August 5, 2024

Page 5 of 8

3) CONSIDERATION TO AUTHORIZE THE LEASE OF A PASSENGER VAN UNDER THE CALIFORNIA COOPERATIVE PURCHASING CONTRACT SOURCEWELL FROM ENTERPRISE FLEET

Recommend that the City Council:

- a. Approve the lease of a 2024 Chrysler Voyager LX Passenger Van or comparable vehicle for an estimated cost of \$42,739.95 from Enterprise Fleet through the Sourcewell Purchasing Cooperative ;
- b. Authorize an allowance of up to \$8,550 for taxes, titles, registration, destination charges, secondary market outfitting, vehicle service contract and any other unforeseen expenses, for a total of \$51,287.95, and
- c. Authorize the City Manager to make non-substantive changes and execute the lease agreement, and all related documents, for a 2024 Chrysler Voyager LX Passenger Van or equivalent.

4) CONSIDERATION TO AWARD A CONTRACT TO US NATIONAL CORP FOR EXTERIOR PAINTING OF CITY HALL

Recommend that the City Council:

- a. Accept the lowest responsible bid (Contractor's Proposal) in the amount of \$39,880 from US National Corp dba Jimenez Painting Company for Exterior Painting of City Hall;
- b. Based on available funding, authorize staff to increase the scope of work to include additional facilities, including, but not limited to, the exterior/interior of City Hall, Police Department, and Public Works Operations Center facilities, up to an amount not-to-exceed \$100,000; and
- c. Authorize the City Manager to execute the Construction Agreement (Contract No. 2279) and all related documents.

5) CONSIDERATION TO ADOPT A RESOLUTION APPROPRIATING EQUIPMENT REPLACEMENT FUND RESERVES AND AUTHORIZE PURCHASE CHANGE ORDERS TO PAY OUTSTANDING ENTERPRISE FLEET MANAGEMENT INVOICES

Recommend that the City Council:

- a. Adopt Resolution No. 8323 appropriating \$63,963 from the Equipment Maintenance and Replacement Fund Reserve Fund balance;
- b. Authorize Purchase Change Orders in an amount not to exceed \$63,963 for the previous shortage due to costs associated with delivery, destination, title and vehicle tax charges with Enterprise Fleet Management; and

SAN FERNANDO CITY COUNCIL

Special and Regular Meeting Notice and Agenda – August 5, 2024

Page 6 of 8

- c. Authorize the City Manager to make any non-substantive changes and execute the Agreement and all related documents.

6) CONSIDERATION TO APPROVE A MEMORANDUM OF UNDERSTANDING ESTABLISHING A COMPENSATION PLAN FOR THE SAN FERNANDO POLICE OFFICERS' ASSOCIATION POLICE MANAGEMENT UNIT, AND ADOPT A RESOLUTION AMENDING THE SALARY PLAN FOR FISCAL YEAR 2024-2025

Recommend that the City Council:

- a. Approve a Memorandum of Understanding (Contract No. 2278) between the City of San Fernando and the San Fernando Police Officers' Association Police Management Unit for a 4.5-year term (January 1, 2024 through June 30, 2028);
- b. Adopt Resolution No. 8324 amending the Salary Plan for Fiscal Year 2024-2025; and
- c. Authorize the City Manager to make non-substantive corrections and execute all related documents.

PUBLIC HEARINGS

7) A PUBLIC HEARING TO CONSIDER ADOPTING A RESOLUTION APPROVING UPDATES ESTABLISHING AN ANNUAL FEE SCHEDULE FOR CITY SERVICES FOR FISCAL YEAR 2024-2025 AND RESCINDING PRIOR USER FEE RESOLUTIONS

Recommend that the City Council:

- a. Conduct a Public Hearing;
- b. Pending public testimony, adopt Resolution No. 8325 incorporating all current fees for City services into a Fiscal Year 2024-2025 Annual Fee Schedule, amending fees and charges; and
- c. Rescind Resolution No. 8233 and all parts of Resolutions in conflict with Resolution No. 8325.

8) A PUBLIC HEARING TO ADOPT A RESOLUTION PURSUANT TO HEALTH AND SAFETY CODE SECTIONS 5473 AND 5473A, APPROVING THE FINAL FORM OF THE DELINQUENT CHARGES REPORT OF PAST DUE ACCOUNTS FOR RESIDENTIAL AND COMMERCIAL MUNICIPAL SOLID WASTE COLLECTION AND DISPOSAL SERVICES, AND AUTHORIZING SUBMITTAL OF THE DELINQUENT CHARGES REPORT TO THE LOS ANGELES COUNTY AUDITOR-CONTROLLER FOR COLLECTION ON THE 2024-2025 PROPERTY TAX ROLL

Recommend that the City Council

- a. Conduct a Public Hearing;

SAN FERNANDO CITY COUNCIL

Special and Regular Meeting Notice and Agenda – August 5, 2024

Page 7 of 8

- b. Pending public testimony, adopt Resolution No. 8326 approving the final form of the Delinquent Charges Report for past due accounts for residential and commercial municipal solid waste collection and disposal services, and authorizing submittal of the Delinquent Charges Report to the Los Angeles County Auditor-Controller for collection on the 2024-2025 property tax roll by August 9, 2024.

ADMINISTRATIVE REPORTS

9) DISCUSSION AND CONSIDERATION TO APPROVE A THIRD AMENDMENT TO THE COLLECTION SERVICES AGREEMENT WITH CONSOLIDATED DISPOSAL SERVICE, LLC DBA REPUBLIC SERVICES

Recommend that the City Council:

- a. Approve a Third Amendment to the Collection Services Agreement with Consolidated Disposal Service, LLC dba Republic Services (Contract No. 1731 (c)) which prohibits Republic's option of discontinuation of service due to delinquent account status, and conditions the City's approval to conduct the annual assessment process on provided tangible documentation reasonably establishing that Republic has complied with all noticing procedures called for under Section 70-33.; and
- b. Authorize the City Manager to execute the Agreement and all related documents.

10) CONSIDERATION AND DISCUSSION TO ADOPT AN ORDINANCE AMENDING THE SAN FERNANDO MUNICIPAL CODE SECTION 2-908 DEFINITIONS AND SECTION 2-909, ARTICLE VII OF CHAPTER 2 TO INCREASE LOCAL CAMPAIGN CONTRIBUTION LIMITS FROM \$500 TO \$1,000 AND MODIFYING PROVISIONS FOR FUTURE CONSUMER PRICE INDEX ADJUSTMENTS TO THE SAME

It is recommended that the City Council discuss and consider introduction for first reading, in title only, and waive further reading of Ordinance No. 1727 titled, "An Ordinance of the City Council of the City Of San Fernando, California amending the San Fernando Municipal Code Sections 2-908 and Section 2-909 of Article VII of Chapter 2 to Increase Local Campaign Contribution Limits from \$500 to \$1,000 and modifying provisions relating to future Consumer Price Index adjustments to the same."

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

SAN FERNANDO CITY COUNCIL

Special and Regular Meeting Notice and Agenda – August 5, 2024

Page 8 of 8

GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES

ADJOURNMENT

The meeting will adjourn to its next regular meeting on August 19, 2024.

AFFIDAVIT OF POSTING

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the City Hall bulletin board not less than 72 hours prior to the meeting.

Dated: _____ at: _____

Signed By: _____

Agendas and complete Agenda Packets (including staff reports and exhibits related to each item) are posted on the City's Internet website www.sfcity.org. These are also available for public reviewing prior to a meeting in the City Clerk Department. Any public writings distributed by the City Council to at least a majority of the Councilmembers regarding any item on this regular meeting agenda will also be made available at the City Clerk Department at City Hall located at 117 Macneil Street, San Fernando, CA, 91340 during normal business hours.

Regular Meeting San Fernando City Council

*This Page
Intentionally
Left Blank*

*This Page
Intentionally
Left Blank*

**SAN FERNANDO CITY COUNCIL
MINUTES**

**JUNE 11, 2007 – 4:00 P.M.
SPECIAL MEETING**

City Hall Council Chambers
117 Macneil Street
San Fernando, CA 91340

CALL TO ORDER/ROLL CALL

Mayor Ruelas called the meeting to order at 4:20 p.m.

Present:

Council: Mayor Julie Ruelas, Mayor Pro Tem Nury Martinez, and Councilmembers Steven Veres, Dr. Jose Hernandez, and Maribel De La Torre

Staff: City Administrator Jose E. Pulido, City Attorney Michael Estrado, and City Clerk Elena G. Chávez

APPROVAL OF AGENDA

Motion by Mayor Pro Tem Martinez, seconded by Councilmember Hernandez, to approve the agenda, as amended to consider Recreation and Community Services and Public Works Departments together, and the Community Services Department later on the list. The motion carried, unanimously.

PUBLIC STATEMENTS

There were no speakers and Mayor Ruelas closed the public statements portion of the meeting.

STUDY SESSION

1) FISCAL YEAR (FY) 2007-2008 – BUDGET STUDY SESSION PART VI

Finance Director Lorena Quijano presented the FY 2007-2008 Budget for Administration including expenses and revenue projections, General Fund reserves, addition of several part-time positions, obtaining input for additional budget requests and next steps.

SAN FERNANDO CITY COUNCIL
SPECIAL MEETING MINUTES – June 11, 2007
Page 2

City Administrator Pulido continued with the presentation addressing staffing, optimization of City operations on a cross-departmental basis, implementing improvements in technology, which will positively impact every operation in the City, and streamlining all processes.

Discussion followed regarding operating expenses, including IT costs and maintenance, establishing Standard Operating Procedures, and the need to continue budgeting for a computer consultant.

City staff presented the FY 2007-2008 Budget for Personnel; highlighted key changes and addressed a reduction in part time staffing.

Finance Director Quijano presented details of the FY 2007-2008 Budget for the City Treasurer and highlighted changes from the prior year.

Discussion followed regarding tuition reimbursement, MMAP training, operating expenses and ensuring tuition reimbursement occurs for classes that enhance employees' position.

Finance Director Quijano presented details of the FY 2007-2008 Budget for Enterprise and Special Funds; addressed the work necessary in terms of water filtration and cleansing agricultural pollutants and contamination, applying for grant funding, and highlighted changes from the prior year.

Discussion followed encouraging the use of native plants, partnering with experts in water treatment, such as the American Water Works Association (AWWA). Implementing conservation throughout the City for increased savings, and County conservation guidelines, the need to educate residents on water conservation, and offering landscaping design assistance to residents as well as other incentives.

Discussion followed regarding the five percent (5%) water rate increase, completing a cost analysis of water services, and encouraging residents to conserve water.

Finance Director Quijano presented the FY 2007-2008 Budget for Sewer and Refuse.

Mayor Ruelas called for a recess at 7:30 p.m. and reconvened the meeting at 8:15 p.m. with all Councilmembers present.

Finance Director Quijano presented details of the Finance Department budget including Non-Departmental and Retirement Expenditures; reported part of the retirement expenditures include about \$720,000 for retiree health benefits.

Finance Director Quijano discussed the Non-Departmental Budget and highlighted major changes proposed; addressed asset forfeiture, emergency preparedness phasing, the spectrum between lobbyists and grant writers, being aware of different opportunities for resources, and whether to proceed seeking an environmental justice grant.

SAN FERNANDO CITY COUNCIL
SPECIAL MEETING MINUTES – June 11, 2007
Page 3

City Council discussed revisiting interest rates, the need to leave money for the retirement fund, payments to the City of Malibu, waiting to appropriate the money when it becomes available or until mid-year and the importance of maintaining the reserve.

Finance Director Quijano presented the Budget for Legal Services for the City Attorney and major changes, hiring an Office Specialist, building consistency across all departments.

Motion by Councilmember Hernandez, seconded by Mayor Ruelas to direct staff to hire a Purchasing Assistant position with the added responsibility of clerical experience.

Discussion followed regarding directing staff to hire an Office Specialist instead of a Purchasing Assistant, ensuring that the person has Customer Assistance experience to interact with the public, accepting staff recommendations and the essential duties of a Finance Office Specialist.

The motion failed 2-3, with Mayor Pro Tem Martinez and Councilmembers Veres and De La Torre opposing.

Motion by Councilmember Veres, seconded by Councilmember De La Torre to direct staff to hire a Finance Office Specialist position, as recommended by staff.

Mayor Pro Tem Martinez provided a friendly amendment to add clerical duties to the job description.

Councilmember Veres and De La Torre accepted the friendly amendment.

Amended motion by Councilmember Veres, seconded by Councilmember De La Torre to direct staff to hire a Finance Office Specialist position, as recommended by staff, and include clerical duties in the job description. The amended motion carried 4-1 with Councilmember Hernandez opposed.

The Police Chief presented the Police Department's unmet needs; reported there was an interest from City Council to keep the part-time Park Rangers and implement one full-time Park Ranger (Sworn Police Officer) to run the program and interface with all parks, Park Staff, the Park Commission, and coordinate all Police and Park activities in terms of safety and security, and develop a comprehensive Parks Plan; discussed costs including benefits, and addressed the need to define the program.

Discussion followed regarding the possibility of combining two part-time positions for one full-time, grant funding for two School Resource Officers and/or using asset forfeitures, matching funds and establishing a Law and Justice Academy.

City Council directed staff to allocate \$45,000 for a full time Park Ranger position.

SAN FERNANDO CITY COUNCIL
SPECIAL MEETING MINUTES – June 11, 2007
Page 4

City staff presented details of the Recreation and Community Services Department FY 2007-2008 Budget. Discussed the Ad Hoc Committee and its recommendations; detailed the proposed organizational chart; talked about the relationship between Recreation and Community Services and Public Works Departments, aligning the duties and responsibilities of the department and listed options for City Council to consider including budget impacts.

Motion by Mayor Ruelas, to approve the merger of Public Works and Recreation and Community Services Departments. The motion failed due to lack of second.

Discussion followed regarding the similarities in the duties and responsibilities of an Operations Manager and Parks Director, dissolving the Ad Hoc Committee, the need to address issues brought forth in the audit, and reestablishing the City's direction and vision.

Motion by Mayor Ruelas, seconded by Councilmember De La Torre, to approve the recommendations of the Ad Hoc Committee, Items A, B and C.

Amended motion by Mayor Ruelas, seconded by Councilmember De La Torre to approve the recommendations of the Ad Hoc Committee as amended to approve the Organizational Chart, temporarily dissolve the Ad Hoc Committee and direct staff to schedule a City Council Study Session to address the issues of concern in the audit. The Amended motion carried, unanimously.

City staff reviewed budget needs under Public Works Department including removal of a fuel tank and staff uniforms; addressed sidewalk ADA compliance, holiday decorations, sidewalk improvements, graffiti removal, working with the City Attorney to develop a cost recovery program.

Discussion followed regarding making sidewalks, graffiti, and tree maintenance priorities, neighborhood cleanups of bulky items, and revisiting the Solid Waste contract.

Motion by Mayor Ruelas to approve the budget for the removal of a fuel tank and staff uniforms. The motion failed due to lack of second.

Discussion followed regarding sidewalks and tree maintenance, necessary remedial work, setting tree trim cycles, allocating \$50,000 for tree maintenance, reinstallation of a lighted crosswalk and sidewalk needs, doing systemic tree trimming, refinishing the basketball courts, Heritage Park maintenance, replacing the generator, the Skate Park, the San Fernando Museum of Art and History operating expenses, purchase of an air conditioner, making alleys safe, projects that can be deferred to address during the mid-year review, determining costs for the operation of the City parks .

Finance Director Quijano summarized City Council's direction for allocation of funds for the Public Works Department's specific unmet needs at five percent, including the Police Department.

SAN FERNANDO CITY COUNCIL
SPECIAL MEETING MINUTES – June 11, 2007
Page 5

Motion by Mayor Ruelas, seconded by Councilmember Veres to approve the budget for the Public Works Department as discussed. The motion carried, unanimously.

City staff addressed unmet needs for the Parks Department.

After discussion, City Council directed the allocation of \$12,000 for MMAP matching funds, \$3,000 for the Senior Meal Program and other items, and suggested revisiting the contract for the Senior Meal Program.

Motion by Mayor Pro Tem Martinez, seconded by Mayor Ruelas to approve the budget for the Parks Department including unmet needs as discussed. The motion carried, unanimously.

ADJOURNMENT (11:30 P.M.)

Mayor Ruelas adjourned the meeting at 11:30 p.m.

I do hereby certify that the foregoing is a true and correct copy of the minutes of June 11, 2007, meeting as approved by the San Fernando City Council at the meeting of August 5, 2024.

Julia Fritz
City Clerk

Note: The current sitting members of the City Council approved the minutes as to form only during the meeting of August 5, 2024, and are not validating the accuracy of the minutes since they were not part of the City Council during that time period.

*This Page
Intentionally
Left Blank*

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Erica D. Melton, Director of Finance/City Treasurer

Date: August 5, 2024

Subject: Consideration to Adopt a Resolution Approving the Warrant Register

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 24-081 (Attachment "A") approving the Warrant Register.

BACKGROUND:

For each City Council meeting the Finance Department prepares a Warrant Register for Council approval. The Register includes all recommended payments for the City. Checks, other than special checks, generally are not released until after the Council approves the Register. The exceptions are for early releases to avoid penalties and interest, excessive delays and in all other circumstances favorable to the City to do so. Special checks are those payments required to be issued between Council meetings such as insurance premiums and tax deposits. Staff reviews requests for expenditures for budgetary approval and then prepares a Warrant Register for Council approval and or ratification. Items such as payroll withholding tax deposits do not require budget approval.

The Director of Finance/City Treasurer hereby certifies that all requests for expenditures have been signed by the department head, or designee, receiving the merchandise or services thereby stating that the items or services have been received and that the resulting expenditure is appropriate. The Director of Finance/City Treasurer hereby certifies that each warrant has been reviewed for completeness and that sufficient funds are available for payment of the warrant register.

ATTACHMENT:

- A. Resolution No. 24-081, including:
Exhibit A: Payment Demands/Voucher List

RESOLUTION NO. 24-081

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO,
CALIFORNIA, ALLOWING AND APPROVING FOR PAYMENT DEMANDS
PRESENTED ON DEMAND / WARRANT REGISTER NO. 24-081**

**THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY RESOLVE, FIND, DETERMINE
AND ORDER AS FOLLOWS:**

1. That the Payment Demand/Voucher List (EXHIBIT "A") as presented, having been duly audited, for completeness, are hereby allowed and approved for payment in the amounts as shown to designated payees and charged to the appropriate funds as indicated.
2. That the City Clerk shall certify to the adoption of this Resolution and deliver it to the City Treasurer.

PASSED, APPROVED, AND ADOPTED this 5th day of August 2024.

Celeste T. Rodriguez, Mayor of the
City of San Fernando, California

ATTEST:

Julia Fritz, City Clerk

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 24-081, which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 5th day of August, 2024, by the following vote of the City Council:

AYES:

NAYS:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have here unto set my hand and affixed the official seal of the City of San Fernando, California, this _____ day of August, 2024.

Julia Fritz, City Clerk

vchlist		Voucher List				Page: 1		
07/31/2024 4:18:20PM		CITY OF SAN FERNANDO						
Bank code :		bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount		
236857	8/5/2024	894194 4LEAF, INC	J4163M	12999	ON-CALL COMMUNITY PRES. SERVS F			
					001-152-0000-4270	5,280.00		
					Total :	5,280.00		
236858	8/5/2024	893053 A THREAD AHEAD INC	I-238822		JACKET			
					001-155-0000-4300	104.76		
					Total :	104.76		
236859	8/5/2024	890104 ABBA TERMITE & PEST CONTROL	16021F		BEE REMOVAL-721 JESSIE WATER MTI			
					070-383-0000-4260	115.00		
					Total :	115.00		
236860	8/5/2024	891587 ABLE MAILING INC.	39345	13205 13205	ALARM PERMITS FULFILLMENT			
			39373		001-130-0000-4260	52.56		
					MAILING AND FULFILLMENT SERVICES			
					070-382-0000-4300	179.28		
					072-360-0000-4300	179.27		
			39374		WATER ENVELOPE STORAGE-JUNE 20			
					070-382-0000-4300	15.00		
					072-360-0000-4300	15.00		
					Total :	441.11		
236861	8/5/2024	894447 ACOSTA, STEVE	845136		SENIOR TRIP REFUND - SANTA BARBA			
					004-2383	60.00		
					Total :	60.00		
236862	8/5/2024	890006 AGUIRRE, PETER	REIMB.		TRANSPORTATION-APP TRAINING ON			
					001-224-0000-4360	238.67		
					Total :	238.67		
236863	8/5/2024	894809 ALANIZ-LOPEZ, ADRIANA	REIMB.		DEPARTMENT SUPPLIES			
					001-130-0000-4300	319.73		
					Total :	319.73		
236864	8/5/2024	894818 ALCANTARA, ABIGAIL	842354		FACILITY RENTAL DEP REFUND			
					001-2220	165.00		
<hr/>								
						Page:	1	

vchlist		Voucher List					Page: 2	
07/31/2024 4:18:20PM		CITY OF SAN FERNANDO						
Bank code :		bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount		
236864	8/5/2024	894818 894818 ALCANTARA, ABIGAIL	(Continued)			Total :	165.00	
236865	8/5/2024	892271 ALL STAR ELITE SPORTS	4376		SPORTS UNIFORMS & STAFF UNIFORM			
				12982	017-420-1330-4300		193.87	
				12982	017-420-1334-4300		195.36	
					Total :		389.23	
236866	8/5/2024	100184 ANDERSON TROPHY CO.	523911		SPORTS TROPHY PURCHASE			
					017-420-1330-4300		142.08	
					Total :		142.08	
236867	8/5/2024	100222 ARROYO BUILDING MATERIALS, INC	297209		HARDWARE SUPPLIES & U-CARTS OF			
				12984	070-383-0000-4310		199.53	
					Total :		199.53	
236868	8/5/2024	102530 AT & T	818-270-2203		PD NETWORK LINE-JULY 2024			
					001-222-0000-4220		235.25	
					Total :		235.25	
236869	8/5/2024	889037 AT&T MOBILITY	287277903027X0708202		MODEM FOR ELECTRONIC MESSAGE			
					001-310-0000-4220		138.69	
					Total :		138.69	
236870	8/5/2024	892412 AT&T MOBILITY	287297930559X0710202		MDT MDDEMS-PD UNITS JUNE 2024			
			287340014777X0704202		001-222-0000-4220		1,024.78	
					PERSONNEL MANAGER CELL PHONE I			
					001-106-0000-4220		50.44	
					Total :		1,075.22	
236871	8/5/2024	894751 AYALA, BRYAN	AUG 2024		SENIOR DANCE CLEAN UP SERVICE-0			
					004-2380		208.00	
					Total :		208.00	
236872	8/5/2024	893591 BIOMEDICAL WASTE DISPOSAL	140450		BIOMEDICAL WASTE PICK-UP & DISPO			
					001-222-0000-4260		110.00	
					Total :		110.00	
236873	8/5/2024	888800 BUSINESS CARD	070224		CITY COUNCIL SUPPLIES			
						Page:	2	

vchlist

07/31/2024

4:18:20PM

Voucher List

CITY OF SAN FERNANDO

Page:

3

Bank code :

bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
236873	8/5/2024	888800 BUSINESS CARD	(Continued)			
			070224		001-101-0000-4300 DINNER FOR CITY COUNCIL MTG-07/0	96.91
					001-101-0000-4300	110.18
			070324		001-101-0000-4300 DINNER FOR CITY COUNCIL MTG-07/0	62.84
					001-101-0000-4300	91.42
			071224-1		CITYWIDE BRUNCH & LEARN	
					001-130-0000-4370	-91.42
			071224-2		REFUND-CITYWIDE BRUNCH & LEARN	
					001-130-0000-4370	130.85
			071524		LODGING DEP-CALPERS EDUCATIONA	
					001-130-0000-4370	130.85
					001-133-0000-4370	
			071624		CITY COUNCIL SUPPLIES	
					001-101-0000-4300	182.46
			071624		LODGING-MMAP CONFERENCE	
					001-424-0000-4430	6,475.20
			071624-1		LODGING-ICA SUMMER SEMINAR ON	
					001-101-0114-4370	122.31
			071624-2		LODGING-ICA SUMMER SEMINAR ON	
					001-101-0104-4370	225.93
			071724		BACKDROP-SENIOR CLUB EVENTS	
					004-2380	48.49
			071824		CITYWIDE BRUNCH & LEARN -BAGELS	
					001-130-0000-4370	81.78
			071824		BACKDROPS-SENIOR CLUB EVENTS	
					004-2380	80.64
			071924-1		LODGING REFUND-ICA SUMMER SEMI	
					001-101-0114-4370	-122.31
			071924-2		LODGING REFUND-ICA SUMMER SEMI	
					001-101-0104-4370	-81.00
			071924-3		LODGING-ICA SUMMER SEMINAR ON	
					001-101-0114-4370	917.50
071924-4		LODGING-ICA SUMMER SEMINAR ON				
		001-101-0113-4370	1,376.25			
071924-5		LODGING-ICA SUMMER SEMINAR ON				
		001-101-0104-4370	1,231.32			

Page:

3

Voucher List

Page: 4

07/31/2024

4:18:20PM

CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
236873	8/5/2024	888800 BUSINESS CARD	(Continued) 072424		DAY CAMP FIELD TRIP TICKETS 017-420-1399-4300	4,091.00
					Total :	15,161.20
236874	8/5/2024	888800 BUSINESS CARD	062624		FLIGHT-APP TRAINING CONF ON 07/07 001-224-0000-4360	767.84
			062624		PHOTOGRAPHY ACCESSORIES 001-222-0000-4300	211.61
			062824		BLUE TOOTH ADAPTER 001-222-0000-4300	16.53
			071224		LODGING-SLI TRAINING IN FOLSOM OI 001-225-0000-4360	320.77
			071224		LODGING-APP TRAINING IN SACRAME 001-224-0000-4360	939.72
					Total :	2,256.47
236875	8/5/2024	894618 C.I. BUSINESS EQUIPMENT INC.	18434		SERVICE CALL-TIMESTAMP MAINTENA 001-115-0000-4260	350.00
					Total :	350.00
236876	8/5/2024	100536 CALBO	17714		RGSTR-2024 PERMIT TECH CAREER 001-140-0000-4360	1,095.00
					Total :	1,095.00
236877	8/5/2024	887810 CALGROVE RENTALS, INC.	185299-1		GENERATOR RENTAL FOR 4TH OF JUL 001-424-0000-4260	456.74
					Total :	456.74
236878	8/5/2024	894404 CALIFORNIA BUILDING	2QTR 2024		BSASRF FEE ASSESMENT DUES 001-2268	198.90
					Total :	198.90
236879	8/5/2024	102833 CALRECYCLE	000001578758		UNSPENT GRAND FUNDS-FY2021-22 C 073-3682-0350	6,467.00
					Total :	6,467.00
236880	8/5/2024	892465 CANON SOLUTIONS AMERICA, INC.	6008366062		MAINT. FOR MULTIFUNCTIONAL COPIE	

Page: 4

vchlist		Voucher List				Page: 5	
07/31/2024 4:18:20PM		CITY OF SAN FERNANDO					
Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
236880	8/5/2024	892465 CANON SOLUTIONS AMERICA, INC.	(Continued)	12949	001-135-0000-4260		2,094.03
					Total :		2,094.03
236881	8/5/2024	103948 CDW GOVERNMENT, INC.	SF03386	13186	2 LICENSES FOR ADOBE CREATIVE CL		1,410.00
					028-155-0000-4300		1,410.00
					Total :		1,410.00
236882	8/5/2024	894820 CHACON, OFELIA	BS2402331		BUILDING PERMIT REFUND		
					001-3320-0000		113.88
					055-3719-0154		2.05
					001-2268		1.00
					Total :		116.93
236883	8/5/2024	894815 CHAIDEZ, SOCORRO	845662		RENTAL CANCELLATION REFUND		
					001-3777-0000		70.00
					Total :		70.00
236884	8/5/2024	894010 CHARTER COMMUNICATIONS	0010328070524		CH CABLE 07/05-08/04		
					001-190-0000-4220		191.43
			0222204062924		PW CABLE-06/29-07/28		
					043-390-0000-4260		140.12
			0283057070524		LP CABLE SERVICE-07/05-08/04		
					001-420-0000-4260		279.33
					Total :		610.88
236885	8/5/2024	894493 CHUCK THOMAS INVESTIGATIONS	CT23-013.3	12994	INTERNAL INVESTIGATIONS SERVICES		
					001-112-0000-4270		409.42
					Total :		409.42
236886	8/5/2024	103818 CITY OF LOS ANGELES	20241225881		IX-UNIT SANITATION PERMIT FEES		
					070-384-0000-4330		528.25
					Total :		528.25
236887	8/5/2024	103029 CITY OF SAN FERNANDO	6390-6470		REIMB. TO WORKERS COMP ACCT		
					006-1038		32,376.81
					Total :		32,376.81
						Page:	5

vchlist		Voucher List				Page: 6	
07/31/2024 4:18:20PM		CITY OF SAN FERNANDO					
Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
236888	8/5/2024	890893 CITY OF SAN FERNANDO	FY23/24		FEE WAIVER SCHOLARSHIP-DAY CAMI		
					001-190-0000-4430	2,500.00	
			FY23/24		FEE WAIVER SCHOLARSHIP-DAY CAMI		
					001-190-0000-4430	245.00	
			FY23/24-1		FACILITY FEE WAIVER-MUJERS ALFA II		
					001-190-0000-4430	380.00	
					Total :	3,125.00	
236889	8/5/2024	894438 CLEVELAND, KYLE	REIMB.		PER DIEM-JIU-JITSU TRAINING		
					110-220-3622-4300	54.45	
					Total :	54.45	
236890	8/5/2024	100747 COASTLINE EQUIPMENT	1144094	13007	JOHN DEER PARTS & SERV FOR PW TI		
					041-320-0311-4400	2,816.72	
					Total :	2,816.72	
236891	8/5/2024	100805 COOPER HARDWARE INC.	139214	12986	MISC. SUPPLIES FOR REPAIRS AND Pf		
					072-360-0000-4300	112.04	
					Total :	112.04	
236892	8/5/2024	100562 CPRS	ID: 132813		MEMBERSHIP RENEWAL		
					001-422-0000-4370	170.00	
					Total :	170.00	
236893	8/5/2024	100930 DEPARTMENT OF CONSERVATION	APRIL-JUNE 2024		STRONG MOTION INSTR.& SEISMIC H/		
					001-2040	415.91	
					Total :	415.91	
236894	8/5/2024	893969 DIAMOND ENVIRONMENTAL SERVICES	0005335618		PORTABLE RESTROOMS & HANDWASI		
					001-424-0000-4260	921.45	
			0005394737		PORTABLE RESTROOMS & HANDWASI		
					001-424-0000-4260	150.00	
					Total :	1,071.45	
236895	8/5/2024	891425 DIAZ, MARISOL	REIMB.		SPECIAL EVENTS SUPPLIES		
					004-2385	196.30	
					Total :	196.30	
						Page:	6

vchlist
07/31/2024 4:18:20PMVoucher List
CITY OF SAN FERNANDO

Page: 7

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
236896	8/5/2024	888339 DUKE'S ROOT CONTROL, INC.	25945	13123	SEWER ROOT FOAMING OF CONNECT 072-360-0000-4260	17,586.82 Total : 17,586.82
236897	8/5/2024	103851 EVERSOF, INC.	R2479889		WATER SOFTNER RENTAL-WELL 2A 070-384-0000-4260	58.45 Total : 58.45
236898	8/5/2024	101144 FANTASY FLOWERS & BALLOONS	061324		PLANTS FOR SENIOR CLUB MEMBERS 004-2380	69.00 Total : 69.00
236899	8/5/2024	893029 FERGUSON WATERWORKS #1083	0027926	13015	FIRE HYDRANT & FIRE SERVICE SUPP 070-385-0701-4600	2,156.73 Total : 2,156.73
236900	8/5/2024	894533 FOSTER & FOSTER, INC.	28176	13177	GASB 75 OPEB REPORT FOR FYE 2023 001-130-0000-4260	2,500.00 Total : 2,500.00
236901	8/5/2024	894813 FRANCO, ROBERT	REIMB.		TRAINIG-AERIAL & SCISSOR LIFTS 072-360-0000-4360	49.95 Total : 49.95
236902	8/5/2024	892198 FRONTIER COMMUNICATIONS	209-150-5145-010598 209-150-5250-081292 209-150-5251-040172 209-151-4939-102990 209-151-4941-102990 209-151-4942-041191 209-151-4943-081292		PAC 50 TO SHERIFFS 001-222-0000-4220 RADIO REPEATER 001-222-0000-4220 MWD METER 070-384-0000-4220 MUSIC CHANNEL 001-190-0000-4220 POLICE PAGING 001-222-0000-4220 CITY YARD AUTO DIALER 070-384-0000-4220 RADIO REPEATER-PD	541.74 43.23 43.23 39.34 53.51 43.23

Page: 7

vchlist
07/31/2024 4:18:20PMVoucher List
CITY OF SAN FERNANDO

Page: 8

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
236902	8/5/2024	892198 FRONTIER COMMUNICATIONS	(Continued)		001-222-0000-4220 RCS PHONE LINES 001-420-0000-4220 POLICE PHONE LINES 001-222-0000-4220 VARIOUS PHONE LINES 001-190-0000-4220 070-384-0000-4220 001-420-0000-4220 SEWER FLOW MONITURING 072-360-0000-4220 MTA PHONE LINE & CREDIT CARD PHC 007-440-0441-4220 001-190-0000-4220 PW PHONE LINE 070-384-0000-4220 CNG STATION 074-320-0000-4220 RUDY ORTEGA PARK IRR SYSTEM 001-420-0000-4220 EOC PHONE LINES 001-222-0000-4220 PD NON EMERGENCY PHONE LINE 001-222-0000-4220 PD SPECIAL ACTIVITIES PHONE 001-222-0000-4220 PD SPECIAL ACTIVITIES PHONE 001-222-0000-4220 ENGINEERING FAX MODEM 001-310-0000-4220 LP FAX LINE 001-420-0000-4220	43.23 127.63 962.30 90.70 355.53 263.00 75.20 64.24 128.48 677.31 56.98 75.44 453.82 403.73 58.52 45.43 46.66 49.50 Total : 4,741.98
236903	8/5/2024	101273 GARCIA, PATTY	REIMB.		LOCK FOR PORTABLE RESTROOMS 001-424-0000-4300	52.51

Page: 8

vchlist		Voucher List				Page: 9	
07/31/2024 4:18:20PM		CITY OF SAN FERNANDO					
Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
236903	8/5/2024	101273 GARCIA, PATTY	(Continued)		017-420-1399-4300	66.72	
					Total :	119.23	
236904	8/5/2024	894008 GMU PAVEMENT ENGINEERING	66166	13091	ON CALL PAVEMENT DESIGN SERVICE 008-311-0560-4600	4,317.75	
					Total :	4,317.75	
236905	8/5/2024	101436 HACH COMPANY	14084707	13102	LAB INSTRUMENTS, CHEMISTRIES RE 070-384-0000-4300	2,890.84	
			14089353	13102	LAB INSTRUMENTS, CHEMISTRIES RE 070-384-0000-4300	162.18	
					Total :	3,053.02	
236906	8/5/2024	888647 HDL SOFTWARE, LLC	SIN040241	13036	BUSINESS LICENSE ADMIN SERVICES- 001-130-0000-4260	13,781.59	
			SIN040820	13036	BUSINESS LICENSE ADMIN SERVICES- 001-130-0000-4260	17,414.71	
					Total :	31,196.30	
236907	8/5/2024	890594 HEALTH AND HUMAN RESOURCE	E0323999		EAP-AUG 2024 001-133-0000-4260	250.90	
					Total :	250.90	
236908	8/5/2024	894817 HUERTA, JAIME	843500		FACILITY RENTAL DEP REFUND 001-2220	165.00	
					Total :	165.00	
236909	8/5/2024	894713 I. RAMIREZ CORPORATION	PW-102-24	13144	TRENCH REPAIRS 070-383-0000-4260	7,400.00	
					Total :	7,400.00	
236910	8/5/2024	894821 INFINITE MOVEMENT LLC	24-133		RASH GUARDS FOR JIU-JITSU 110-220-3622-4300	1,098.00	
					Total :	1,098.00	
236911	8/5/2024	891777 IRRIGATION EXPRESS	15294542-00	12988	IRRIGATION SUPPLIES FOR REPAIRS & 043-390-0000-4300	514.66	
						Page:	9

vchlist		Voucher List				Page: 10	
07/31/2024 4:18:20PM		CITY OF SAN FERNANDO					
Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
236911	8/5/2024	891777 IRRIGATION EXPRESS	(Continued) 15294569-00	12988	IRRIGATION SUPPLIES FOR REPAIRS & 043-390-0000-4300	54.55	
			15294819-00	12988	IRRIGATION SUPPLIES FOR REPAIRS & 043-390-0000-4300	481.54	
					Total :	1,050.75	
236912	8/5/2024	892118 JOHN ROBINSON CONSULTING, INC.	SF202001-52	12145	UPPER RESERVOIR REPL CONSTR. MI 121-385-0716-4600	1,200.00	
					Total :	1,200.00	
236913	8/5/2024	892833 KIM TURNER, LLC	INVOICE-5141		COMMUNICATIONS TRAINING OFFICE 001-225-0000-4360	999.00	
					Total :	999.00	
236914	8/5/2024	894574 KOUNKUEY DESIGN INITIATIVE INC	2320-009	13075	A LAND & OPEN SPACE INVENTORY S 010-420-0516-4600	24,083.18	
					Total :	24,083.18	
236915	8/5/2024	102007 L.A. COUNTY SHERIFFS DEPT.	243544BL	13018	PRE-PACKAGED, PREPARED INMATE M 001-225-0000-4350	485.76	
					Total :	485.76	
236916	8/5/2024	101971 L.A. MUNICIPAL SERVICES	004-750-1000		ELECTRIC-13003 BORDEN WELL 3 070-384-0000-4210	2,552.36	
			004-750-1000-2		ELECTRIC-13003 BORDEN WELL 3 070-384-0000-4210	2,552.35	
			494-750-1000-1		WATER-12900 DRONFIELD 070-384-0000-4210	47.35	
			494-750-1000-2		WATER-12900 DRONFIELD 070-384-0000-4210	47.34	
			500-750-1000		ELECTRIC-13655 FOOTHILL 070-384-0000-4210	104.50	
			594-7500-1000-01		ELECTRIC-12900 DRONFIELD 070-384-0000-4210	2,855.74	
			594-750-1000-2		ELECTRIC-12900 DRONFIELD 070-384-0000-4210	2,855.74	
						Page:	10

vchlist		Voucher List				Page: 11	
07/31/2024 4:18:20PM		CITY OF SAN FERNANDO					
Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
236916	8/5/2024	101971 L.A. MUNICIPAL SERVICES	(Continued)		ELECTRIC & WATER-13180 DRONFIELD	6,044.57	
			694-750-1000-1		070-384-0000-4210		
			694-750-1000-2		ELECTRIC & WATER-13180 DRONFIELD	6,044.56	
					070-384-0000-4210		
			757-750-1000-1		WATER - 14060 SAYRE WELL 2A	30.17	
					070-384-0000-4210		
			757-750-1000-2		WATER-14060 SAYRE WELL 2A	30.17	
					070-384-0000-4210		
			993-750-1000-1		WATER-13003 BORDEN WELL 3	131.66	
					070-384-0000-4210		
			993-750-1000-2		WATER-13003 BORDEN WELL 3	131.66	
					070-384-0000-4210		
					Total :	23,428.17	
236917	8/5/2024	894319 LENCHITAS TORTILLERIA	081724		TAMALES-SENIOR CLUB DANCE ON 08	255.00	
					004-2380		
					Total :	255.00	
236918	8/5/2024	893521 LEON, TRINIDAD	07112024		MUSIC-SENIOR DANCE ON 08/17/24	1,200.00	
					004-2380		
					Total :	1,200.00	
236919	8/5/2024	101974 LOS ANGELES COUNTY	JUNE 2024	13019	ANIMAL CARE & CONTROL SERVICES	11,060.52	
					001-190-0000-4260		
			MARCH 2024	13019	ANIMAL CARE & CONTROL SERVICES	4,635.50	
					001-190-0000-4260		
					Total :	15,696.02	
236920	8/5/2024	894777 LOS ANGELES VIDEO	11865	13182	AUDIO CASSETTE TO DIGITAL FILES	1,261.00	
					001-115-0000-4260		
					Total :	1,261.00	
236921	8/5/2024	101980 LOS ANGELES ZOO	ADM25000004		DAY CAMP-LA ZOO TICKETS	1,085.00	
					017-420-1399-4300		
					Total :	1,085.00	
						Page:	11

vchlist		Voucher List				Page: 12	
07/31/2024 4:18:20PM		CITY OF SAN FERNANDO					
Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
236922	8/5/2024	892477 LOWES	9747-70345		VEHICLE MAINT-EL0516		
					041-320-0370-4400	176.31	
			9747-75378		PAINT-CC OFFICE		
					043-390-0000-4300	142.49	
			9747-80989		VALVE BOXES		
					043-390-0000-4300	60.25	
			9747-83175		REMODELING OF CC OFFICE		
					043-390-0000-4300	730.72	
				9747-87375			
				043-390-0000-4300	28.70		
				9747-87440			
				043-390-0000-4300	39.79		
				9747-90643			
				REMODEL CH KITCHEN			
				006-190-0000-4800	998.66		
					Total :	2,176.92	
236923	8/5/2024	888242 MCI COMM SERVICE	7DL39365		ALARM LINE-1100 PICO		
					001-420-0000-4220	38.60	
					Total :	38.60	
236924	8/5/2024	893200 MCKESSON MEDICAL-SURGICAL	22278746		INMATES MEDICAL SUPPLIES		
					001-225-0000-4350	362.84	
					Total :	362.84	
236925	8/5/2024	894210 MELTON, ERICA D.	REIMB.-1		POSTAGE-LIHWAP PROG APPLICATION		
					070-382-0000-4300	45.54	
			REIMB.-2		TRAINING-CITYWIDE ERP BRUNCH & L		
					001-130-0000-4370	118.41	
					Total :	163.95	
236926	8/5/2024	889169 MENDEZ, ALEJANDRO	REIMB.		POWDER CHLORINE-IX UNIT DSINFEC		
					070-384-0000-4330	262.54	
					Total :	262.54	
236927	8/5/2024	894819 MIRANDA, NICTE	842989		FACILITY RENTAL DEP REFUND		
					001-2220	165.00	
					Total :	165.00	
						Page:	12

vchlist

07/31/2024

4:18:20PM

Voucher List

CITY OF SAN FERNANDO

Page:

13

Bank code :

bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
236928	8/5/2024	894004 MURILLO, NICHOLAS	REIMB.		K9 FOOD & SUPPLIES	
					001-225-0000-4270	155.42
					Total :	155.42
236929	8/5/2024	893348 NCSI	46954		BACKGROUND CHECKS	
					001-420-0000-4260	240.50
					001-422-0000-4260	37.00
					017-420-1328-4260	18.50
					004-2359	18.50
					Total :	314.50
236930	8/5/2024	102423 OCCU-MED, INC.	0724901		PRE-EMPLOYMENT PHYSICALS	
					001-106-0000-4260	1,898.00
					Total :	1,898.00
236931	8/5/2024	894100 ODP BUSINESS SOLUTIONS , LLC	371171688001		OFFICE SUPPLIES & TONERS	
			371202049001		001-130-0000-4300	731.72
					OFFICE SUPPLIES	
			371202072001		001-130-0000-4300	9.11
					OFFICE SUPPLIES	
			371573583001		001-130-0000-4300	101.55
					TONER & OFFICE SUPPLIES	
			372501507001		001-310-0000-4300	297.86
					OFFICE SUPPLIES	
			373375801001		001-311-0000-4300	242.29
					OFFICE SUPPLIES	
			373433476001		001-222-0000-4300	110.88
					OFFICE SUPPLIES	
			373723823001		001-222-0000-4300	28.26
					OFFICE SUPPLIES	
			373724117001		001-310-0000-4300	46.73
					OFFICE SUPPLIES	
			373784455001		001-310-0000-4300	46.05
					OFFICE SUPPLIES	
			373784456001		001-222-0000-4300	367.25
					OFFICE SUPPLIES	
					001-222-0000-4300	15.62

Page:

13

vchlist		Voucher List					Page: 14	
07/31/2024 4:18:20PM		CITY OF SAN FERNANDO						
Bank code : bank3								
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount		
236931	8/5/2024	894100 894100 ODP BUSINESS SOLUTIONS , LLC	(Continued)				Total :	1,997.32
236932	8/5/2024	890095 O'REILLY AUTOMOTIVE STORES INC	4605-149750	13008	VEH. MAINT. AND REPAIR PARTS FOR (33.06		
			4605-177500	13008	041-320-0390-4400	108.00		
			4605-177677	13008	070-383-0000-4400	108.77		
					VEH. MAINT. AND REPAIR PARTS FOR (249.83	Total :	
236933	8/5/2024	894057 PAPER CUTS, INC.	SCN062824SF	13140	SCANNING & DIGITIZING			
					001-115-0000-4260	7,749.00	Total :	7,749.00
236934	8/5/2024	889545 PEREZ, MARIBEL	REIMB.		RCS SUPPLIES			
					001-420-0000-4300	22.96	Total :	22.96
236935	8/5/2024	894746 PRECISION CIVIL	30007	13179	ZONING CODE UPDATES			
					001-150-0000-4270	430.00	Total :	430.00
236936	8/5/2024	102688 PROFESSIONAL PRINTING CENTERS	22312	13060	PRE-PRINTED FORMS	98.12		
			22422	13060	001-423-0000-4270	561.17		
					PRE-PRINTED FORMS	659.29	Total :	
					001-190-0000-4267			
236937	8/5/2024	890004 PTS	212231135		PD PAY PHONE-AUG 2024			
					001-190-0000-4220	105.60	Total :	105.60
236938	8/5/2024	894408 RINCON CONSULTANTS INC	58323	13180	RESIDENTIAL LANDSCAPE ORDINANC			
					001-150-0000-4270	5,699.75	Total :	5,699.75
236939	8/5/2024	102855 RIO HONDO COLLEGE	X24-19-ZSFN		POLICE ACADEMY - 03/2024-07/03/24			
					001-225-0000-4360	1,189.50		
								Page: 14

vchlist

07/31/2024

4:18:20PM

Voucher List

CITY OF SAN FERNANDO

Page:

15

Bank code :

bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
236939	8/5/2024	102855 102855 RIO HONDO COLLEGE	(Continued)		Total :	1,189.50
236940	8/5/2024	892071 ROBLES, J.	TRAVEL		PER DIEM-INVESTIGATIVE & INTERRO 001-225-0000-4360	225.00
					Total :	225.00
236941	8/5/2024	893276 RON'S MAINTENANCE, INC.	1022	12870	CATCH BASIN CLEANING SERVICES 001-311-0000-4260	8,568.00
					Total :	8,568.00
236942	8/5/2024	890362 RTB BUS LINE	24-307	12958	BUS TRANSPORTATION FOR 3 ROUND 007-440-0443-4260	2,396.00
					Total :	2,396.00
236943	8/5/2024	102958 S & S WORLDWIDE INC	IN101426577		DAY CAMP SUPPLIES 017-420-1399-4300	146.51
					Total :	146.51
236944	8/5/2024	892856 SALAS, JUAN	REIMB.		WORK SHOES-PER MOU SEC. 10-01 (B 001-420-0000-4300	75.00
					Total :	75.00
236945	8/5/2024	103057 SAN FERNANDO VALLEY SUN	12300		1ST READIND-ORD NO. 1726 001-115-0000-4230	67.50
			12302		NOTICE OF ELECTION & NOMINATION 001-115-0000-4230	114.75
			12316		PH NOTICE-USER FEE UPDATE FY24/2 001-115-0000-4230	148.50
					Total :	330.75
236946	8/5/2024	102967 SCOTT FAZEKAS & ASSOCIATES INC	22908		PLAN CHECK CONSULTANT SRVS-JUN 001-2698	2,109.17
					Total :	2,109.17
236947	8/5/2024	893444 SHAFER, MARIA	SF-2402		TRANSCRIPTION SERVICES 001-115-0000-4260	892.50
					Total :	892.50

Page:

15

vchlist

07/31/2024

4:18:20PM

Voucher List

CITY OF SAN FERNANDO

Page:

16

Bank code :

bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
236948	8/5/2024	103184 SMART & FINAL	0241		ACTIVITIES SUPPLIES	
			184		017-420-1337-4300	89.93
			240		CIT SNACKS	
			32		004-2391	148.56
			499		DAY CAMP SUPPLIES	
			65		017-420-1399-4300	93.90
			79		SENIOR TRIP REFRESHMENTS	
					004-2383	67.17
					001-422-0000-4300	14.48
					REFRESHMENTS FOR COMMUNITY AC	
					001-222-0000-4300	30.78
					SUPPLIES FOR SUMMER CAMP MEAL I	
					004-2346	64.52
					DAY CAMP SUPPLIES	
					017-420-1399-4300	168.49
					Total :	677.83
236949	8/5/2024	894326 SOLIS, CRYSTAL	REIMB.		DINNER FOR COUNCIL MTG-07/15/24	
					001-101-0000-4300	158.76
					Total :	158.76
236950	8/5/2024	894311 SPECTRUMVOIP	386144		CITYWIDE LONG DISTANCE VOIP	
					001-190-0000-4220	191.86
					Total :	191.86
236951	8/5/2024	894649 STERLING ADMINISTRATION	790164		ADMINISTRATIVE FEE: JUNE 2024	
			792650		001-106-0000-4260	50.00
			793804		FSA FUNDING CONTRIBUTION	
					004-2365	558.69
					FSA FUNDING CONTRIBUTION	
					004-2365	506.64
					Total :	1,115.33
236952	8/5/2024	103205 THE GAS COMPANY	084-220-3249-3		GAS-505 S HUNTINGTON	
					043-390-0000-4210	35.90
					Total :	35.90

Page:

16

vchlist		Voucher List				Page: 17	
07/31/2024 4:18:20PM		CITY OF SAN FERNANDO					
Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
236953	8/5/2024	101528 THE HOME DEPOT CRC	124418		CITY HALL REPAIRS		
					043-390-0000-4300	78.24	
			2010463		CH LUNCH ROOM REPAIRS		
					006-190-0000-4800	1,810.29	
			2512820		WELL SITE SUPPLIES		
					070-384-0000-4330	239.97	
			4010288		CH LUNCH ROOM REPAIRS		
					006-190-0000-4800	314.69	
			41045447		MISC SUPPLIES		
					070-383-0000-4310	156.61	
236954	8/5/2024	894052 THE LANGUAGE PROS, INC.	1808	12998	LANGUAGE ACCESS PROGRAM - ONSI		
					001-101-0000-4270	1,306.59	
						Total :	1,306.59
					DOOR HANGER-REPORT ILLEGAL FIRE		
					001-190-0000-4267	875.00	
						Total :	875.00
					DETECTIVE INVESTIGATIVE SOFTWARE		
					001-135-0000-4260	304.21	
236955	8/5/2024	890817 THE WALKING MAN, INC.	F3769	13129		Total : 304.21	
					TOWER DUMP		
					001-222-0000-4270	50.00	
						Total :	50.00
					JULY STREAMING SERVICES		
					001-115-0000-4260	175.00	
<hr/>							
						Page:	17

vchlist		Voucher List					Page: 18	
07/31/2024 4:18:20PM		CITY OF SAN FERNANDO						
Bank code :		bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount		
236958	8/5/2024	893504 893504 TOWN HALL STREAMS, LLC	(Continued)			Total :	175.00	
236959	8/5/2024	103413 TRANS UNION LLC	06403508		CREDIT CHECKS		85.00	
					001-222-0000-4260	Total :	85.00	
236960	8/5/2024	103503 U.S. POSTAL SERVICE, NEOPOST POSTAGE C	15122187		REIMB TO POSTAGE MACHINE		1,500.00	
					001-190-0000-4280	Total :	1,500.00	
236961	8/5/2024	103463 U.S. POSTMASTER	JULY 2024		POSTAGE-JULY UTILITY BILLS		777.87	
					070-382-0000-4300		777.86	
					072-360-0000-4300	Total :	1,555.73	
236962	8/5/2024	887939 ULINE SHIPPING SUPPLIES	179833508	13084	SHELVING, WORK PLATFORM STEPS		1,190.84	
					001-222-0000-4300	Total :	1,190.84	
236963	8/5/2024	893167 UNITED MAINTENANCE SYSTEMS	15803	13028	JANITORIAL SERVICES FOR CITY FACI		19,000.00	
					043-390-0000-4260	Total :	19,000.00	
236964	8/5/2024	103439 UPS	831954274		COURIER SERVICES		164.50	
					001-190-0000-4280	Total :	164.50	
236965	8/5/2024	103529 VALLEY ALARM	1168501B	13087	SECURTY ALARM SYST FOR UPPER RI		1,975.00	
			1176631	13087	121-385-0716-4600		525.00	
					SECURTY ALARM SYST FOR UPPER RI	Total :	2,500.00	
236966	8/5/2024	894816 VELA, VERONICA	843125		FACILITY RENTAL DEP REFUND		165.00	
					001-2220	Total :	165.00	
236967	8/5/2024	889644 VERIZON BUSINESS	00111380		CH LONG DISTANCE			
						Page:	18	

vchlist		Voucher List				Page: 19	
07/31/2024 4:18:20PM		CITY OF SAN FERNANDO					
<hr/>							
Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
236967	8/5/2024	889644 VERIZON BUSINESS	(Continued)				
			00111381		001-190-0000-4220 CY LONG DISTANCE	55.68	
			00111382		070-384-0000-4220 CH LONG DISTANCE	16.71	
			00111383		001-190-0000-4220 PD LONG DISTANCE	27.85	
			00111384		001-222-0000-4220 CY LONG DISTANCE	61.54	
			00111385		070-384-0000-4220 RCS LONG DISTANCE	11.14	
			00111894		001-420-0000-4220 PW LONG DISTANCE	16.98	
			00111905		001-310-0000-4220 CH LONG DISTANCE	5.57	
					001-190-0000-4220	61.25	
					Total :	256.72	
236968	8/5/2024	100101 VERIZON WIRELESS-LA	9967533933		CY STANDBY PHONE PLAN 072-360-0000-4220	37.50	
					Total :	37.50	
236969	8/5/2024	103603 VULCAN MATERIALS COMPANY	479433	12991	BASE & COLD MIX FOR UTILITY TRENC 070-384-0000-4260	64.63	
					Total :	64.63	
236970	8/5/2024	894772 WAGNER, LUELLA	JULY 2024		ZUMBA GOLD INSTRUCTOR 017-420-1322-4260	25.00	
					Total :	25.00	
236971	8/5/2024	888390 WEST COAST ARBORISTS, INC.	216353	13062	ANNUAL CITY TREE TRIMMING SERVIC 001-311-0000-4260	11,200.00	
				13062	001-346-0000-4260	2,816.00	
					Total :	14,016.00	
236972	8/5/2024	891531 WILLDAN ENGINEERING	00628135	12941	TRAFFIC SIGNAL SYNCHRONIZATION I 024-371-0510-4600	2,926.75	
<hr/>							
						Page:	19

vchlist		Voucher List						Page:	20
07/31/2024 4:18:20PM		CITY OF SAN FERNANDO							
Bank code :		bank3							
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount			
236972	8/5/2024	891531 891531 WILLDAN ENGINEERING	(Continued)			Total :	2,926.75		
236973	8/5/2024	889491 WILLDAN FINANCIAL SERVICES	010-58240		COST ALLOCATION PLAN & USER FEE				
				13138	001-130-0000-4270	1,255.00			
			010-58417		COST ALLOCATION PLAN & USER FEE				
				13138	001-130-0000-4270	1,125.00			
			010-58955		COST ALLOCATION PLAN & USER FEE				
				13138	001-190-0000-4270	550.00			
			010-58972		COST ALLOCATION PLAN & USER FEE				
				13138	001-130-0000-4270	3,515.00			
					Total :	6,445.00			
236974	8/5/2024	890008 WOODWARD, BRIAN	TRAVEL-5		PER DIEM-SLI TRAINING SESSION 5 IN				
					001-224-0000-4360	135.00			
					Total :	135.00			
236975	8/5/2024	894164 YUNEX LLC	5610002593		ON-CALL TRAFFIC SIGNAL REPAIRS &				
				13041	001-370-0301-4300	583.63			
					Total :	583.63			
119 Vouchers for bank code :		bank3						Bank total :	323,986.95
119 Vouchers in this report								Total vouchers :	323,986.95

Voucher Registers are not final until approved by Council.

SPECIAL CHECKS

EXHIBIT "A"
RES. NO. 24-081

vchlist
05/29/2024 2:37:33PM

Voucher List
CITY OF SAN FERNANDO

Page: 1

Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
236107	6/1/2024	100286 BAKER, BEVERLY	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	184.72	
Total :						184.72	
236108	6/1/2024	100916 DEIBEL, PAUL	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	291.15	
Total :						291.15	
236109	6/1/2024	101781 KISHITA, ROBERT	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	167.79	
Total :						167.79	
236110	6/1/2024	101926 LILES, RICHARD	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	291.15	
Total :						291.15	
236111	6/1/2024	102126 MARTINEZ, MIGUEL	24-Jun		CALPERS HEALTH REIMB 070-180-0000-4127	708.41	
Total :						708.41	
236112	6/1/2024	891354 RAMIREZ, ROSALINDA	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	167.79	
Total :						167.79	
236113	6/1/2024	892782 TIGHE, DONNA	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	167.79	
Total :						167.79	
7 Vouchers for bank code :		bank3				Bank total :	1,978.80
7 Vouchers in this report							Total vouchers : 1,978.80

Page: 1

vchlist
05/29/2024 2:37:33PM

Voucher List
CITY OF SAN FERNANDO

Page: 2

Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	

Voucher Registers are not final until approved by Council.

Page: 2

SPECIAL CHECKS

EXHIBIT "A"
RES. NO. 24-081

vchlist

05/29/2024 2:48:29PM

Voucher List

CITY OF SAN FERNANDO

Page:

1

Bank code :

bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
236114	6/1/2024	894452 ABDALLAH, MARIA G.	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	2,021.49
					Total :	2,021.49
236115	6/1/2024	100091 AGORICHAS, JOHN	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	291.15
					Total :	291.15
236116	6/1/2024	891039 AGUILAR, JESUS	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	492.58
					Total :	492.58
236117	6/1/2024	100104 ALBA, ANTHONY	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	739.30
					Total :	739.30
236118	6/1/2024	891011 APODACA-GRASS, ROBERTA	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	291.15
					Total :	291.15
236119	6/1/2024	100260 AVILA, FRANK	24-Jun		CALPERS HEALTH REIMB 041-180-0000-4127	1,573.82
					Total :	1,573.82
236120	6/1/2024	100306 BARNARD, LARRY	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	873.00
					Total :	873.00
236121	6/1/2024	100346 BELDEN, KENNETH M.	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	1,396.00
					Total :	1,396.00
236122	6/1/2024	892233 BUZZELL, CAROL	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	184.72
					Total :	184.72
236123	6/1/2024	891350 CALZADA, FRANK	24-Jun		CALPERS HEALTH REIMB	

Page:

1

vchlist

05/29/2024

2:48:29PM

Voucher List

CITY OF SAN FERNANDO

Page:

2

Bank code :

bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
236123	6/1/2024	891350 CALZADA, FRANK	(Continued)		001-180-0000-4127	526.44
					Total :	526.44
236124	6/1/2024	100642 CASTRO, RICO	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	2,105.94
					Total :	2,105.94
236125	6/1/2024	103816 CHAVEZ, ELENA	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	855.67
					Total :	855.67
236126	6/1/2024	100752 COLELLI, CHRISTIAN	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	2,093.07
					Total :	2,093.07
236127	6/1/2024	891014 CREEKMORE, CASIMIRA	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	291.15
					Total :	291.15
236128	6/1/2024	893711 DAVIS, JAMES	24-Jun		CALPERS HEALTH REIMB 072-180-0000-4127	1,581.28
					Total :	1,581.28
236129	6/1/2024	100913 DECKER, CATHERINE	24-Jun		CALPERS HEALTH REIMB 070-180-0000-4127	263.02
					Total :	263.02
236130	6/1/2024	100925 DELGADO, RALPH	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	526.44
					Total :	526.44
236131	6/1/2024	101667 DIAZ, EVELYN	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	899.00
					Total :	899.00
236132	6/1/2024	100960 DIEDIKER, VIRGINIA	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	291.15

Page:

2

SPECIAL CHECKS

vchlist
05/29/2024 2:48:29PM

Voucher List
CITY OF SAN FERNANDO

Page: 3

Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
236132	6/1/2024	100960 100960 DIEDIKER, VIRGINIA	(Continued)			Total : 291.15	
236133	6/1/2024	100996 DRAKE, JOYCE	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	291.15 Total : 291.15	
236134	6/1/2024	100995 DRAKE, MICHAEL	24-Jun		CALPERS HEALTH REIMB 070-180-0000-4127 072-180-0000-4127	145.58 145.57 Total : 291.15	
236135	6/1/2024	100997 DRAPER, CHRISTOPHER	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	2,093.07 Total : 2,093.07	
236136	6/1/2024	101044 ELEY, JEFFREY	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	2,214.00 Total : 2,214.00	
236137	6/1/2024	891040 FISHKIN, RIVIAN	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	167.79 Total : 167.79	
236138	6/1/2024	101178 FLORES, ADRIAN	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	1,356.30 Total : 1,356.30	
236139	6/1/2024	101182 FLORES, MIGUEL	24-Jun		CALPERS HEALTH REIMB 043-180-0000-4127	1,356.30 Total : 1,356.30	
236140	6/1/2024	892103 GAJDOS, BETTY	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	167.79 Total : 167.79	
236141	6/1/2024	894378 GARCIA, BERTHA	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	708.41	
Page: 3							

vchlist
05/29/2024 2:48:29PM

Voucher List
CITY OF SAN FERNANDO

Page: 4

Bank code :		bank3						
Voucher	Date	Vendor		Invoice	PO #	Description/Account		Amount
236141	6/1/2024	894378	894378 GARCIA, BERTHA	(Continued)			Total :	708.41
236142	6/1/2024	891351	GARCIA, DEBRA	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	2,136.72 2,136.72
236143	6/1/2024	101281	GARIBAY, SAUL	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	2,532.39 2,532.39
236144	6/1/2024	101318	GLASGOW, KEVIN	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	2,093.07 2,093.07
236145	6/1/2024	891020	GLASGOW, ROBERT	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	308.00 308.00
236146	6/1/2024	101333	GODINEZ, FRAZIER C.	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,810.29 1,810.29
236147	6/1/2024	101409	GUERRA, LAUREN E	24-Jun		CALPERS HEALTH REIMB 072-180-0000-4127	Total :	599.65 599.65
236148	6/1/2024	891021	GUIZA, JENNIE	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	291.15 291.15
236149	6/1/2024	102896	GUZMAN, ROSA	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	855.67 855.67
236150	6/1/2024	891352	HADEN, SUSANNA	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	708.41 708.41
Page: 4								

SPECIAL CHECKS

vchlist

05/29/2024

2:48:29PM

Voucher List

CITY OF SAN FERNANDO

Page:

5

Bank code :

bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
236151	6/1/2024	101440 HALCON, ERNEST	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	1,396.00
					Total :	1,396.00
236152	6/1/2024	101672 HANCHETT, NICHOLE	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	1,441.88
					Total :	1,441.88
236153	6/1/2024	891918 HARTWELL, BRUCE	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	739.30
					Total :	739.30
236154	6/1/2024	101465 HARVEY, DAVID	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	167.79
					Total :	167.79
236155	6/1/2024	101466 HARVEY, DEVERY MICHAEL	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	873.00
					Total :	873.00
236156	6/1/2024	101471 HASBUN, NAZRI A.	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	235.68
					Total :	235.68
236157	6/1/2024	891023 HATFIELD, JAMES	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	739.30
					Total :	739.30
236158	6/1/2024	892104 HERNANDEZ, ALFONSO	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	739.30
					Total :	739.30
236159	6/1/2024	891024 HOOKER, RAYMOND	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	291.15
					Total :	291.15
236160	6/1/2024	893616 HOUGH, LOIS	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	184.72

Page:

5

vchlist

05/29/2024

2:48:29PM

Voucher List

CITY OF SAN FERNANDO

Page:

6

Bank code :

bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
236160	6/1/2024	893616 893616 HOUGH, LOIS	(Continued)			Total : 184.72
236161	6/1/2024	101597 IBRAHIM, SAMIR	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	492.58
						Total : 492.58
236162	6/1/2024	101694 JACOBS, ROBERT	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	873.00
						Total : 873.00
236163	6/1/2024	892105 KAHMANN, ERIC	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	492.58
						Total : 492.58
236164	6/1/2024	101786 KLOTZSCHE, STEVEN	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	575.02
						Total : 575.02
236165	6/1/2024	891866 KNIGHT, DONNA	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	161.43
						Total : 161.43
236166	6/1/2024	892929 LEWIS, WANDA	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	291.15
						Total : 291.15
236167	6/1/2024	891043 LIEBERMAN, LEONARD	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	167.79
						Total : 167.79
236168	6/1/2024	101933 LITTLEFIELD, LESLEY	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	291.15
						Total : 291.15
236169	6/1/2024	102045 LLAMAS-RIVERA, MARCOS	24-Jun		CALPERS HEALTH REIMB 070-180-0000-4127	1,652.90
						Total : 1,652.90

Page:

6

SPECIAL CHECKS

vchlist
05/29/2024 2:48:29PM

Voucher List
CITY OF SAN FERNANDO

Page: 7

Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
236170	6/1/2024	102059 MACK, MARSHALL	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	599.65	
							Total : 599.65
236171	6/1/2024	891010 MAERTZ, ALVIN	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	479.86	
							Total : 479.86
236172	6/1/2024	888037 MARTINEZ, ALVARO	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	1,885.82	
							Total : 1,885.82
236173	6/1/2024	102206 MILLER, WILMA	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	291.15	
							Total : 291.15
236174	6/1/2024	102212 MIRAMONTES, MONICA	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	628.36	
							Total : 628.36
236175	6/1/2024	102232 MIURA, HOWARD	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	291.15	
							Total : 291.15
236176	6/1/2024	892106 MONTAN, EDWARD	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	184.72	
							Total : 184.72
236177	6/1/2024	102365 NAVARRO, RICARDO A	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	516.44	
							Total : 516.44
236178	6/1/2024	102443 OKAFOR, MICHAEL	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	1,884.73	
							Total : 1,884.73
236179	6/1/2024	102473 ORDELHEIDE, ROBERT	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	2,146.00	
							Page: 7

vchlist
05/29/2024 2:48:29PM

Voucher List
CITY OF SAN FERNANDO

Page: 8

Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
236179	6/1/2024	102473 102473 ORDELHEIDE, ROBERT	(Continued)				Total : 2,146.00
236180	6/1/2024	102486 ORSINI, TODD	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	2,102.76	
							Total : 2,102.76
236181	6/1/2024	102569 PARKS, ROBERT	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	2,214.00	
							Total : 2,214.00
236182	6/1/2024	102580 PATINO, ARMANDO	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	2,214.00	
							Total : 2,214.00
236183	6/1/2024	102527 PISCITELLI, ANTHONY	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	526.44	
							Total : 526.44
236184	6/1/2024	891033 POLLOCK, CHRISTINE	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	308.00	
							Total : 308.00
236185	6/1/2024	102735 QUINONEZ, MARIA	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	1,573.82	
							Total : 1,573.82
236186	6/1/2024	891034 RAMSEY, JAMES	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	974.47	
							Total : 974.47
236187	6/1/2024	102788 RAYGOZA, JOSE LUIS	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	1,810.29	
							Total : 1,810.29
236188	6/1/2024	102864 RIVETTI, DOMINICK	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	873.00	
							Total : 873.00
							Page: 8

SPECIAL CHECKS

vchlist

05/29/2024 2:48:29PM

Voucher List

CITY OF SAN FERNANDO

Page:

9

Bank code :

bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
236189	6/1/2024	102936 RUELAS, MARCO	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	2,136.72
					Total :	2,136.72
236190	6/1/2024	102940 RUIZ, RONALD	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	599.65
					Total :	599.65
236191	6/1/2024	891044 RUSSUM, LINDA	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	167.79
					Total :	167.79
236192	6/1/2024	103005 SALAZAR, TONY	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	1,356.30
					Total :	1,356.30
236193	6/1/2024	103118 SENDA, OCTAVIO	24-Jun		CALPERS HEALTH REIMB 043-180-0000-4127	1,810.29
					Total :	1,810.29
236194	6/1/2024	892107 SHANAHAN, MARK	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	492.58
					Total :	492.58
236195	6/1/2024	891035 SHERWOOD, NINA	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	291.15
					Total :	291.15
236196	6/1/2024	103175 SKOBIN, ROMELIA	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	1,438.01
					Total :	1,438.01
236197	6/1/2024	893677 SOLIS, MARGARITA	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	547.69
					Total :	547.69
236198	6/1/2024	103220 SOMERVILLE, MICHAEL	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	1,706.00

Page:

9

vchlist

05/29/2024 2:48:29PM

Voucher List

CITY OF SAN FERNANDO

Page:

10

Bank code :

bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
236198	6/1/2024	103220 103220 SOMERVILLE, MICHAEL	(Continued)			Total : 1,706.00
236199	6/1/2024	889588 UFANO, VIRGINIA	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	167.79
					Total :	167.79
236200	6/1/2024	103516 VAIRO, ANTHONY	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	1,706.00
					Total :	1,706.00
236201	6/1/2024	888417 VALDIVIA, LAURA	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	291.15
					Total :	291.15
236202	6/1/2024	103550 VANICEK, JAMES	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	1,573.82
					Total :	1,573.82
236203	6/1/2024	103562 VASQUEZ, JOEL	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	2,214.00
					Total :	2,214.00
236204	6/1/2024	888562 VILLALPANDO, SEBASTIAN FRANK	24-Jun		CALPERS HEALTH REIMB 070-180-0000-4127	492.58
					Total :	492.58
236205	6/1/2024	103692 VILLALVA, FRANCISCO	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	1,810.29
					Total :	1,810.29
236206	6/1/2024	891038 WAITE, CURTIS	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	739.30
					Total :	739.30
236207	6/1/2024	103612 WALKER, MICHAEL	24-Jun		CALPERS HEALTH REIMB 027-180-0000-4127	167.79
					Total :	167.79

Page:

10

SPECIAL CHECKS

vchlist
05/29/2024 2:48:29PM

Voucher List
CITY OF SAN FERNANDO

Page: 11

Bank code :		bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount		
236208	6/1/2024	103620 WARREN, DALE	24-Jun		CALPERS HEALTH REIMB 072-180-0000-4127	167.79		
					Total :	167.79		
236209	6/1/2024	891036 WATT, DAVID	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	739.30		
					Total :	739.30		
236210	6/1/2024	893690 WATTS, STEVE M.	24-Jun		CALPERS HEALTH REIMB 072-180-0000-4127	1,033.20		
					Total :	1,033.20		
236211	6/1/2024	891037 WEBB, NANCY	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	291.15		
					Total :	291.15		
236212	6/1/2024	103643 WEDDING, JEROME	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	739.30		
					Total :	739.30		
236213	6/1/2024	103727 WYSBEEK, DOUDE	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	291.15		
					Total :	291.15		
236214	6/1/2024	103737 YNIGUEZ, LEONARD	24-Jun		CALPERS HEALTH REIMB 001-180-0000-4127	739.30		
					Total :	739.30		
101	Vouchers for bank code :		bank3			Bank total :	94,298.15	
101	Vouchers in this report						Total vouchers :	94,298.15

Voucher Registers are not final until approved by Council.

Page: 11

SPECIAL CHECKS

Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
236564	6/28/2024	894789 AAA TRANSMISSIONS	GSAFSD10645947		SMALL BUS. ASSISTANCE GRANT PRO 026-107-0185-4450	3,000.00
Total :						3,000.00
236565	6/28/2024	894790 CHULA CHIC	GJLFWBKT2198		SMALL BUS. ASSISTANCE GRANT PRO 026-107-0185-4450	3,500.00
Total :						3,500.00
236566	6/28/2024	894791 MACLAY MARKET	GSAFSD10645638		SMALL BUS. ASSISTANCE GRANT PRO 026-107-0185-4450	2,850.00
Total :						2,850.00
236567	6/28/2024	894792 THE MIDNIGHT HOUR RCORDS INC	GRRNP1DKXAX9		SMALL BUS. ASSISTANCE GRANT PRO 026-107-0185-4450	9,520.00
Total :						9,520.00
4 Vouchers for bank code :		bank3				Bank total : 18,870.00
4 Vouchers in this report						Total vouchers : 18,870.00

Voucher Registers are not final until approved by Council.

SPECIAL CHECKS

EXHIBIT "A"
RES. NO. 24-081

vchlist
06/28/2024 4:36:08PM

Voucher List
CITY OF SAN FERNANDO

Page: 1

Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
236568	6/28/2024	890493 LOS ANGELES COUNTY	NONPO-1		217 N MACLAY-SUCCESSOR/RDA LOA#	
					098-1153	543,678.00
					098-3500-0000	29,112.00
					Total :	572,790.00
236569	6/28/2024	890493 LOS ANGELES COUNTY	NONPO-2		217 N MACLAY-SUCCESSOR/RDA LOA#	
					098-2150	13,600.00
					Total :	13,600.00
2 Vouchers for bank code :		bank3				Bank total : 586,390.00
2 Vouchers in this report						Total vouchers : 586,390.00

Voucher Registers are not final until approved by Council.

Page: 1

SPECIAL CHECKS

EXHIBIT "A"
RES. NO. 24-081

vchlist		Voucher List				Page: 1	
07/03/2024 3:28:17PM		CITY OF SAN FERNANDO					
Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
236570	7/3/2024	103596 CALIFORNIA VISION SERVICE PLAN	DEMAND		VISION INS BENEFITS - JULY 2024		
					001-1160	2,392.00	
					Total :	2,392.00	
236571	7/3/2024	103648 CITY OF SAN FERNANDO	PR 7/5/24		REIMB FOR PAYROLL W/E 6/28/24		
					001-1003	600,686.71	
					007-1003	2,165.88	
					010-1003	511.99	
					017-1003	17,202.06	
					027-1003	2,956.86	
					029-1003	2,611.35	
					030-1003	3,240.88	
					041-1003	7,502.26	
					043-1003	13,082.59	
					070-1003	60,001.80	
					072-1003	21,616.91	
					094-1003	1,046.86	
					Total :	732,626.15	
236572	7/3/2024	891230 DELTA DENTAL INSURANCE COMPANY	DEMAND		DENTAL INS BENEFITS - JULY 2024		
					001-1160	195.30	
					Total :	195.30	
236573	7/3/2024	890907 DELTA DENTAL OF CALIFORNIA	DEMAND		DENTAL INS BENEFITS - JULY 2024		
					001-1160	11,388.82	
					Total :	11,388.82	
236574	7/3/2024	103054 SAN FERNANDO POLICE	DEMAND		SFPOA LTD/STD INS BENEFITS - JULY ;		
					001-1160	2,240.00	
					Total :	2,240.00	
236575	7/3/2024	887627 STANDARD INSURANCE	DEMAND		LIFE/AD&D INS BENEFITS - JULY 2024		
					001-1160	2,871.65	
					Total :	2,871.65	
6 Vouchers for bank code :		bank3				Bank total :	751,713.92
Page: 1							

vchlist		Voucher List			Page: 2	
07/03/2024 3:28:17PM		CITY OF SAN FERNANDO				
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
6 Vouchers in this report						Total vouchers : 751,713.92

Voucher Registers are not final until approved by Council.

SPECIAL CHECKS

EXHIBIT "A"
RES. NO. 24-081

vchlist
07/05/2024 8:50:39AM

Voucher List
CITY OF SAN FERNANDO

Page: 1

Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
236576	7/5/2024	102519 P.E.R.S.	JULY 2024		HEALTH INS BENEFIT-JULY 2024 001-1160	190,543.85
Total :						190,543.85
1 Vouchers for bank code :		bank3				Bank total : 190,543.85
1 Vouchers in this report						Total vouchers : 190,543.85

Voucher Registers are not final until approved by Council.

Page: 1

SPECIAL CHECK

EXHIBIT "A"
RES. NO. 24-081

vchlist
07/10/2024 12:51:47PM

Voucher List
CITY OF SAN FERNANDO

Page: 1

Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
236577	7/10/2024	103825 CONTROLLER-STATE OF CALIFORNIA	NONPO		FY24/25 AUDIT CONFIRMATION OF 001-130-0000-4270	150.00	
						Total :	150.00
1 Vouchers for bank code :		bank3				Bank total :	150.00
1 Vouchers in this report						Total vouchers :	150.00

Voucher Registers are not final until approved by Council.

Page: 1

SPECIAL CHECK

EXHIBIT "A"
RES. NO. 24-081

vchlist
07/16/2024 10:34:46AM

Voucher List
CITY OF SAN FERNANDO

Page: 1

Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
236739	7/16/2024	888800 BUSINESS CARD	062724		SUPPLIES-CH DEPARTMENT SIGNS	
					001-105-0000-4300	311.80
			07/04/24		MARKETING AND PROMO MATL'S	
					001-420-0000-4300	2,430.45
			070124		LODGING- CITY CLERK CONFERENCE	
					001-115-0000-4370	1,198.32
			070124		DEP-SR TRIP-VIVA LA TRADICION SHO'	
					004-2383	920.00
			070124		PROMOTIONAL ITEMS	
					001-107-0000-4300	1,263.33
			070324		HARD FOLDING TRUCK BED COVERS	
					001-152-0000-4300	1,014.28
			070324		DAY CAMP TRIP	
					017-420-1399-4300	2,783.75
			070524		SUBSCRIPTION DUES	
					028-155-0000-4300	300.00
			070824		CHAIRS RETURNED	
					001-101-0000-4500	-266.01
			070824		ANNUAL SUBSCRIPTION DUES	
					001-420-0000-4380	99.95
			071124		CONTINUING EDUCATION APP FEE	
					001-152-0000-4380	210.00
			071124-1		MEMBERSHIP DUES	
					001-152-0000-4380	100.00
			071224		DAY CAMP TRIP-EXTRA TICKETS	
					017-420-1399-4300	223.50
			071524		REG.-MMAP CONFERENCE	
					109-424-3614-4260	2,737.00
			071524-1		OFFICE SUPPLIES	
					001-420-0000-4300	55.11
			071524-2		OFFICE SUPPLIES	
					001-420-0000-4300	192.41
Total :						13,573.89
1 Vouchers for bank code :		bank3				Bank total : 13,573.89

Page: 1

vchlist
07/16/2024 10:34:46AM

Voucher List
CITY OF SAN FERNANDO

Page: 2

Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
1 Vouchers in this report						Total vouchers : 13,573.89

Page: 2

SPECIAL CHECK

EXHIBIT "A"
RES. NO. 24-081

vchlist
07/18/2024 9:27:19AM

Voucher List
CITY OF SAN FERNANDO

Page: 1

Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
236740	7/18/2024	103648 CITY OF SAN FERNANDO	PR 7/19/24		REIMB FOR PAYROLL W/E 7/12/24		
					001-1003	618,306.93	
					007-1003	2,241.10	
					017-1003	15,663.43	
					027-1003	2,401.46	
					028-1003	911.97	
					029-1003	3,977.06	
					041-1003	6,938.10	
					043-1003	23,376.03	
					070-1003	55,070.40	
					072-1003	20,564.14	
					074-1003	961.94	
					094-1003	1,060.50	
					110-1003	7,319.88	
					Total :	758,792.94	
1 Vouchers for bank code :		bank3					Bank total : 758,792.94
1 Vouchers in this report						Total vouchers :	758,792.94

Voucher Registers are not final until approved by Council.

Page: 1

SPECIAL CHECKS

EXHIBIT "A"
RES. NO. 24-081

vchlist
07/26/2024 3:30:44PM

Voucher List
CITY OF SAN FERNANDO

Page: 1

Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
236741	7/22/2024	892552 A & M CATERING, INC.	0079	13204	CATERING SERVS FOR SENIOR CLUB .	
					004-2380	
Total :					9,922.50	
236742	7/22/2024	894150 MORA-ZAMORA, ERENDIRA	062824	13207	MUSIC ENTERTAINMENT FOR SENIOR	
					004-2380	
Total :					1,200.00	
2 Vouchers for bank code :		bank3				Bank total :
						11,122.50
2 Vouchers in this report						Total vouchers :
						11,122.50

Voucher Registers are not final until approved by Council.

Page: 1

SPECIAL CHECKS

EXHIBIT "A"
RES. NO. 24-081

vchlist
07/30/2024 11:56:27AM

Voucher List
CITY OF SAN FERNANDO

Page: 1

Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
236851	7/22/2024	891650 ENTERPRISE FLEET	26W7GJ	12919	PURCH OF 2024 FORD F650 REG CAB		
					041-311-0000-4500	128,788.44	
Total :							128,788.44
236852	7/22/2024	891650 ENTERPRISE FLEET	FBN5049882	12939	PURCH OF TEN(10) VEHICLES FOR TH		
					041-311-0000-4500	25,000.00	
Total :							25,000.00
2 Vouchers for bank code :		bank3				Bank total :	153,788.44
2 Vouchers in this report						Total vouchers :	153,788.44

Voucher Registers are not final until approved by Council.

Page: 1

SPECIAL CHECKS

vchlist
07/30/2024 1:24:54PM

Voucher List
CITY OF SAN FERNANDO

Page: 1

Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
236853	7/30/2024	102518 P.E.R.S.	2236157495-1		UNFUNDED ACCRUED LIABILITY PAYM	
					018-190-0000-4124	2,759.00
					Total :	2,759.00
236854	7/15/2024	893115 P.E.R.S. CITY RETIREMENT	100000017539805		EMPL CONTRIB VARIANCE-06/01-06/14	
					018-222-0000-4124	271.95
					018-224-0000-4124	203.96
					018-225-0000-4124	2,923.46
					Total :	3,399.37
236855	7/24/2024	893115 P.E.R.S. CITY RETIREMENT	100000017539831		EMPL CONTRIB VARIANCE-06/15-06/28	
					018-222-0000-4124	266.33
					018-224-0000-4124	199.75
					018-225-0000-4124	2,863.04
					Total :	3,329.12
236856	7/30/2024	891825 UNITED STATES TREASURY	APR-JUNE 2024		EXCISE TAX QRTLTY PYMNT-06/30/24	
					074-320-0000-4457	5,982.72
					Total :	5,982.72
4 Vouchers for bank code :		bank3				Bank total : 15,470.21
4 Vouchers in this report						Total vouchers : 15,470.21

Voucher Registers are not final until approved by Council.

Page: 1

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Celeste T. Rodriguez, and Councilmembers

From: Nick Kimball, City Manager
By: Wendell Johnson, Director of Public Works

Date: August 5, 2024

Subject: Consideration to Authorize the Lease of a Passenger Van under the California Cooperative Purchasing Contract Sourcwell from Enterprise Fleet

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve the lease of a 2024 Chrysler Voyager LX Passenger Van, or comparable vehicle, for an estimated cost of \$42,739.95 from Enterprise Fleet through the Sourcwell Purchasing Cooperative;
- b. Authorize an allowance of up to \$8,550 for taxes, titles, registration, destination charges, secondary market outfitting, vehicle service contract and any other unforeseen expenses, for a total of \$51,287.95, and
- c. Authorize the City Manager to make non-substantive changes and execute the lease agreement, and all related documents, for a 2024 Chrysler Voyager LX Passenger Van or equivalent.

BACKGROUND:

1. On January 4, 2023, the City received a notification from the Office of Congressman Tony Cardenas of a funding opportunity for the City's proposed Mental Health Clinician Project through the Substance Abuse and Mental Health Services Administration (SAMHSA) competitive grant application process under the Federal Department of Health and Human Services.
2. On September 7, 2023 the City received a Notice of Award from the Department of Health and Human Services that \$757,583 had been approved to fund the City's Mental Health Clinician Project. Include in the grant budget is funding for a lease vehicle to transport individuals in need to various locations where they can obtain the necessary mental health services.

Consideration to Authorize the Lease of a Passenger Van under the California Cooperative Purchasing Contract Sourcewell from Enterprise Fleet

Page 2 of 3

3. On July 25, 2024, the City received a quote from Enterprise Fleet via their contract with Sourcewell for a three-year lease of a 2024 Chrysler Voyager LX Passenger Van to be used for the transportation of individuals requiring assistance.

ANALYSIS:

The Substance Abuse and Mental Health Services Administration (SAMHSA) is a branch of the United States Department of Health and Human Services (HHS) primarily focused on mental health and substance abuse issues. The mission of SAMHSA is “to reduce the impact of substance use and mental illness on America’s communities.” To fulfill this mission, SAMHSA offers various grants aimed at supporting communities, organizations, and individuals addressing mental health and substance use disorders.

Through the Police Department, San Fernando was awarded \$757,583 in grant funding to implement a Mental Health Clinician Project. This project will fund outreach efforts to those individuals experiences homelessness, in need of substance abuse intervention, and mental health services through contracted services from non-governmental agencies. In addition, the grant includes leasing a vehicle that will be used to transport individuals in need to various locations where they can obtain the necessary mental health services.

Staff is proposing to lease the vehicle from Enterprise through Sourcewell, a purchasing cooperative that allows local government agencies to purchase or lease vehicles, in accordance with Section 2-802(1) of the San Fernando Municipal Code (SFMC). Section 2-802(1) authorizes the City to exempt formal bidding requirements for the purchase of any equipment or supplies that can be obtained through a cooperative competitive bidding procedure being prepared by and processed through another local, state, or federal governmental agency to purchase the same equipment or supplies at the same or better pricing as outlined in the awarding bid document.

Sourcewell provides California state and local government agencies as well as public educational institutions with a specialized procurement process for obtaining specific products and services. Sourcewell uses existing competitively awarded government contracts to create the basis for procurement. They offer a wide variety of commodities, non-IT services, and information technology products and services at prices which have been assessed to be fair, reasonable, and competitive. Sourcewell has competitively vehicle purchase and leasing programs through Enterprise, under which this service is included.

**Consideration to Authorize the Lease of a Passenger Van under the California Cooperative Purchasing Contract
Sourcewell from Enterprise Fleet**

Page 3 of 3

BUDGET IMPACT:

On September 7, 2023, the City received a Notice of Award from the Department of Health and Human Services that \$757,583 had been approved to fund the City's Mental Health Clinician. Included in the Grant's budget is funding to lease the 2024 Chrysler Voyager LX Passenger Van or equal is in the City Council Fiscal Year 2024-2025 Budget.

CONCLUSION:

Staff recommends that the City Council approve the lease of a 2024 Chrysler Voyager LX Passenger Van, or equivalent, to support implementation of the SAHMSA grant.

ATTACHMENTS:

A. Enterprise 2024 Chrysler Voyager LX Passenger Van Lease Quote



Prepared For: City of San Fernando Mora, Rodrigo				Date 07/29/2024 AE/AM ZRJ/PJ	
Unit #					
Year 2024		Make Chrysler		Model Voyager	
Series LX Passenger Van					
Vehicle Order Type	In-Stock	Term 48	State CA	Customer# 467560	
\$ 41,810.00		Capitalized Price of Vehicle ¹		<div>All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.</div> <div>Order Information<div><div>Driver Name Unassigned</div><div>Exterior Color (0 P) Bright White Clearcoat</div><div>Interior Color (0 I) Black/Alloy/Black w/Cloth Bucket Seats</div><div>Lic. Plate Type Exempt</div><div>GVWR 0</div></div></div>	
\$ 0.00	*	Sales Tax 0.0000% State CA			
\$ 600.75	*	Initial License Fee			
\$ 0.00		Registration Fee			
\$ 125.00		Other: (See Page 2)			
\$ 0.00	*	Capitalized Price Reduction			
\$ 0.00	*	Tax on Capitalized Price Reduction			
\$ 0.00		Gain Applied From Prior Unit			
\$ 0.00	*	Tax on Gain On Prior			
\$ 0.00	*	Security Deposit			
\$ 0.00	*	Tax on Incentive (Taxable Incentive Total : \$0.00)			
\$ 41,935.00		Total Capitalized Amount (Delivered Price)			
\$ 566.12		Depreciation Reserve @ 1.3500%			
\$ 230.16		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²			
\$ 796.28		Total Monthly Rental Excluding Additional Services			
Additional Fleet Management					
Master Policy Enrollment Fees					
\$ 0.00		Commercial Automobile Liability Enrollment			
Liability Limit \$0.00					
\$ 0.00		Physical Damage Management		Comp/Coll Deductible	0 / 0
\$ 0.00		Full Maintenance Program ³ Contract Miles 0		OverMileage Charge	\$ 0.00 Per Mile
Incl: # Brake Sets (1 set = 1 Axle) 0					
# Tires 0					
Loaner Vehicle Not Included					
\$ 0.00		Additional Services SubTotal			
\$ 81.62		Sales Tax 10.2500%		State CA	
\$ 877.90		Total Monthly Rental Including Additional Services			
\$ 14,761.24		Reduced Book Value at 48 Months			
\$ 400.00		Service Charge Due at Lease Termination			

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name

Unassigned

Exterior Color

(0 P) Bright White Clearcoat

Interior Color

(0 I) Black/Alloy/Black w/Cloth Bucket Seats

Lic. Plate Type

Exempt

GVWR

0

Quote based on estimated annual mileage of 5,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.
Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of San Fernando		
BY	TITLE	DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.
¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.
² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).
³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.



Open-End (Equity) Lease Rate Quote

Quote No: 8010226

Other Totals

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	C	\$ 125.00
Courtesy Delivery Fee	C	\$ 0.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 125.00
Other Charges Total		\$ 125.00

VEHICLE INFORMATION:		
2024 Chrysler Voyager LX Passenger Van - US		
Series ID: RUCL53		
Pricing Summary:		
	INVOICE	MSRP
Base Vehicle	\$37,555	\$37,935.00
Total Options	\$0.00	\$0.00
Destination Charge	\$1,695.00	\$1,695.00
Total Price	\$39,250.00	\$39,630.00

SELECTED COLOR:	
Exterior:	PW7-(0 P) Bright White Clearcoat
Interior:	X7-(0 I) Black/Alloy/Black w/Cloth Bucket Seats

CODE	DESCRIPTION	INVOICE	MSRP
27E	Quick Order Package 27E	NC	NC
APA	Monotone Paint Application	STD	STD
CEQ	Black Seats	NC	NC
DFH	Transmission: 9-Speed 948TE Automatic	STD	STD
ERC	Engine: 3.6L V6 24V VVT UPG I w/ESS	STD	STD
H7	Cloth Bucket Seats	STD	STD
NAS	50 State Emissions	NC	NC
PW7_01	(0 P) Bright White Clearcoat	NC	NC
SDC	Touring Suspension	STD	STD
STDAX	3.25 Axle Ratio	STD	STD
TMK	Tires: 235/65R17 BSW AS	STD	STD
UBC	Radio: Uconnect 5 w/7" Display	STD	STD
WFN	Wheels: 17" x 7" Aluminum	STD	STD
X7_02	(0 I) Black/Alloy/Black w/Cloth Bucket Seats	NC	NC
Z1A	GVWR: 6,055 lbs	STD	STD

CONFIGURED FEATURES:

August 6, 2024 Special & Regular CC Mtg

Body Exterior Features:

Number Of Doors: 4
Rear Driver Door: power sliding rear passenger doors
Door Closing Assist: door auto-latch
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Spoiler: rear lip spoiler
Door Handles: body-coloured
Front And Rear Bumpers: body-coloured front and rear bumpers
Front License Plate Bracket: front license plate bracket
Body Material: galvanized steel/aluminum body material
Grille: black w/chrome surround grille

Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning
Air Filter: air filter
Rear Air Conditioning: rear air conditioning with separate controls
Cruise Control: cruise control with steering wheel controls
Trunk/Hatch/Door Remote Release: power cargo access remote release
Power Windows: power windows with driver and passenger 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: proximity key
Valet Key: valet function
Trunk FOB Controls: keyfob trunk/hatch/door release
Remote Engine Start: remote start - keyfob
Steering Wheel: heated steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Driver and Passenger Vanity Mirror: illuminated driver and passenger-side visor mirrors
Front Cupholder: front and rear cupholders
Floor Console: partial floor console with box
Overhead Console: mini overhead console with storage, conversation mirror
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 2 seatback storage pockets
Interior Concealed Storage: interior concealed storage
IP Storage: bin instrument-panel storage
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

radio: SiriusXM AM/FM/Satellite with seek-scan
Radio Data System: radio data system
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off reflector halogen headlamps
Front Wipers: variable intermittent wipers
Rear Window wiper: fixed interval rear window wiper
Rear Window Defroster: rear window defroster

Tinted Windows: deep-tinted windows
August 5, 2024 Special & Regular CC Mtg

Dome Light: dome light with fade

Front Reading Lights: front reading lights

Variable IP Lighting: variable instrument panel lighting

Display Type: analog appearance

Tachometer: tachometer

Voltmeter: voltmeter

Compass: compass

Exterior Temp: outside-temperature display

Low Tire Pressure Warning: tire specific low-tire-pressure warning

Trip Computer: trip computer

Trip Odometer: trip odometer

Front Pedestrian Braking: front pedestrian detection

Forward Collision Alert: forward collision

Oil Pressure Gauge: oil pressure gauge

Water Temp Gauge: water temp. gauge

Oil Temp Gauge: oil temperature gauge

Transmission Oil Temp Gauge: transmission oil temp. gauge

Clock: in-radio display clock

Systems Monitor: driver information centre

Check Control: redundant digital speedometer

Rear Vision Camera: rear vision camera

Oil Pressure Warning: oil-pressure warning

Water Temp Warning: water-temp. warning

Battery Warning: battery warning

Lights On Warning: lights-on warning

Key in Ignition Warning: key-in-ignition warning

Low Fuel Warning: low-fuel warning

Low Washer Fluid Warning: low-washer-fluid warning

Door Ajar Warning: door-ajar warning

Trunk Ajar Warning: trunk-ajar warning

Brake Fluid Warning: brake-fluid warning

Turn Signal On Warning: turn-signal-on warning

Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes

Number of ABS Channels: 4 ABS channels

Brake Assistance: brake assist

Brake Type: four-wheel disc brakes

Vented Disc Brakes: front ventilated disc brakes

Daytime Running Lights: daytime running lights

Driver Front Impact Airbag: driver and passenger front-impact airbags

Driver Side Airbag: seat-mounted driver and passenger side-impact airbags

Overhead Airbag: curtain 1st, 2nd and 3rd row overhead airbag

Knee Airbag: knee airbag

Occupancy Sensor: front passenger airbag occupancy sensor

Height Adjustable Seatbelts: height adjustable front and rear seatbelts

Seatbelt Pretensioners: front seatbelt pre-tensioners

Side Impact Bars: side-impact bars

Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks

Rear Child Safety Locks: rear child safety locks

Ignition Disable: Sentry Key immobilizer

Security System: security system

Panic Alarm: panic alarm

Electronic Stability: electronic stability

Traction Control: ABS and driveline traction control

Front and Rear Headrests: manual adjustable front head restraints with tilt

Rear Headrest Control: 2 rear head restraints

3rd Row Headrests: 3 fixed third row head restraints

Seats And Trim:
August 5, 2024 Special & Regular CC Mtg
Seating Capacity max. seating capacity of 7

Front Bucket Seats: front bucket seats

Front Heated Cushion: driver and passenger heated-cushions

Front Heated Seatback: driver and passenger heated-seatbacks

Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments

Reclining Driver Seat: power reclining driver and manual reclining passenger seats

Driver Lumbar: power 4-way driver and passenger lumbar support

Driver Height Adjustment: power height-adjustable driver and passenger seats

Driver Seat Mounted Armrest: driver and passenger seat mounted armrests

Driver Fore/Aft: power driver and passenger fore/aft adjustment

Driver Cushion Tilt: power driver and passenger cushion tilt

Rear Seat Type: rear manual reclining bucket seat

Rear Folding Position: rear seat fold-forward seatback

Rear Seat Fold into Floor: folding activation rear seat

Rear Seat Mounted Armrests: rear seat mounted armrest

3rd Row Seat Type: fixed third row manual 60-40 split-bench seat

3rd Row Electric Control: Stow 'n Go fold into floor third row seat

Leather Upholstery: cloth front and rear seat upholstery

Headliner Material: full cloth headliner

Floor Covering: full carpet floor covering

Dashboard Console Insert, Door Panel Insert Combination: coloured instrument panel insert, door panel insert, console insert

Shift Knob Trim: metal-look shift knob

LeatherSteeringWheel: TechnoLeather leatherette steering wheel

Floor Mats: carpet front and rear floor mats

Interior Accents: piano black/metal-look interior accents

Cargo Space Trim: carpet cargo space

Trunk Lid: plastic trunk lid/rear cargo door

Cargo Tie Downs: cargo tie-downs

Cargo Light: cargo light

Air Compressor: tire mobility kit

Standard Engine:

Engine 287-hp, 3.6-liter V-6 (regular gas)

Standard Transmission:

Transmission 9-speed automatic w/ OD

*This Page
Intentionally
Left Blank*

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Wendell Johnson, Director of Public Works

Date: August 5, 2024

Subject: Consideration to Award a Contract to US National Corp for Exterior Painting of City Hall

RECOMMENDATION:

It is recommended that the City Council:

- a. Accept the lowest responsible bid (Attachment “A” – Contractor’s Proposal) in the amount of \$39,880 from US National Corp (USNC) dba Jimenez Painting Company for Exterior Painting of City Hall;
- b. Based on available funding, authorize staff to increase the scope of work to include additional facilities, including, but not limited to, the exterior/interior of City Hall, Police Department, and Public Works Operations Center facilities, up to an amount not-to-exceed \$100,000;
- c. Authorize the City Manager or his designee to execute the Construction Agreement (Attachment “B” – Contract No. 2279) and all related documents.

BACKGROUND:

1. On September 6, 2022, the City Council adopted Resolution No. 8175 which appropriated \$4,200,000 in ARPA funding towards specified programs and projects, including \$100,000 for the City Hall Beautification (exterior painting) project.
2. On June 3, 2024, a Notice Inviting Bids for the exterior painting of City Hall was advertised on the City’s website, local newspaper, and various trade publications.
3. On July 11, 2024, ten bids were received and opened by the City Clerk.
4. In July 2024, staff reviewed the bids and determined USNC as the apparent lowest responsive bidder.

Consideration to Award a Construction Contract to US National Corp for Exterior Painting of City Hall
Page 2 of 3

ANALYSIS:

Beautifying and painting city facilities is beneficial as it enhances the overall aesthetic appeal, creating a welcoming and vibrant atmosphere that fosters community pride and engagement. Well-maintained and attractive public spaces can encourage economic development and improve the quality of life for residents. Additionally, investing in the appearance of city facilities can reduce long-term maintenance costs by protecting structures from wear and damage, while also promoting a sense of safety and well-being among the community members.

The City Hall Beautification Project includes minor wall repairs, pressure washing block walls, and applying wood stain to wood surfaces. The recommended contractor will provide a selection of colors for staff approval before painting the building. City Hall will remain open for business during the project.

Bid Analysis.

Staff analyzed the ten bids submitted to the City and determined that USNC dba Jimenez Painting Company, as the lowest and responsive bidder, met all the requirements for the bid submittal including having the appropriate insurance and licenses to perform the work. The table below summarizes the bids received by qualified bidders:

RANK	BIDDER	BID AMOUNT
1	US National Corp.	\$39,880
2	Perfection Painting Corp.	\$41,000
3	Color New Co.	\$52,000
4	Prime Painting Contractors	\$55,000
5	European Style Painting Corporation	\$59,000
6	Innovation Painting Inc.	\$59,000
7	Piana Construction and Painting Inc.	\$63,000
8	CMA Painting Inc.	\$70,000
9	3M Construction Corporation	\$73,730
10	Mariscal Painting Inc.	\$89,000

Bids came in below the total City Hall Beautification Project appropriation. Therefore, staff is requesting authority to increase the project scope to include additional work, including, but not limited to, painting the interior of City Hall and possibly painting the Exterior/Interior of the Police Department and Public Works Operations Center facilities, based on available funding. If approved, additional work will be prioritized to beautify publicly accessible facilities, starting with the interior of City Hall, then the exterior/interior of the Police Department facility, then the Public Works Operations Center. The total cost of the additional work will not exceed \$100,000.

Consideration to Award a Construction Contract to US National Corp for Exterior Painting of City Hall

Page 3 of 3

Project Schedule

Work is expected to begin in September 2024 and completion is anticipated by November 2024.

BUDGET IMPACT:

A total of \$100,000 was appropriated through the ARPA Funding for the City Hall Beautification project (121-390-3689-4260). Sufficient funding is available for the project and requested contingency, if needed.

CONCLUSION:

It is recommended that the City Council approve Contract No. 2279 in the amount of \$39,880 from US National Corp (USNC) dba Jimenez Painting Company; authorize staff to increase the project scope to include additional work not to exceed \$100,000; and authorize the City Manager to execute the contract and all related documents.

ATTACHMENTS:

- A. Contractor's Proposal
- B. Contract No. 2279

S. NATIONAL CORP.
205 San Fernando Road
Pacoima CA 91331

ATTACHMENT "A"

CITY OF SAN FERNANDO
TP-EXTERIOR PAINTING OF
SAN FERNANDO CITY HALL
BID DUE DATE : 07-11-2024
BID DUE TIME : 11:00 AM

RECEIVED
JUL 11 P 1:49
CITY OF SAN FERNANDO
CITY CLERK

RECEIVED
2024 JUL 11 P 1:49
CITY OF SAN FERNANDO
CITY CLERK

CITY CLERK - CITY HALL
117 MACNEIL STREET,
SAN FERNANDO, CA 91340



US National Corp
Federal And State Construction Company

10205 San Fernando Road, Pacoima CA 91331
(818) 216-7000

maryg@usnationalcorp.com

Certified Small Business, License No. 813354

Office: (818) 686-2166

(818) 894-8420

fredj@usnationalcorp.com

City of San Fernando

117 Macneil St,
San Fernando, Ca 91340

Attention: Manuel Fabian
Civil Engineering Assistant II

July 10, 2024

Subject: City of San Fernando RFP – Exterior Painting of San Fernando City Hall

Good day!

With reference to the above subject, we would like to submit our response for RFP – Exterior Painting of San Fernando City Hall. We are a painting contractor under District Council 36 Labor Union. All our workers and employees have DOJ Clearance. We are looking forward to be in business with your company in the future.

Below is the major information needed, and attached to this letter is our Company Profile, Past Project References, Bid Bond and Proposal Cost Sheet – which also reflects acknowledgement of Addendum 1, 2, and 2.1. Proposal is valid for 90 days after the RFP Submittal deadline.

Name: **US National Corp DBA Jimenez Painting Company**

Address: **10205 San Fernando Road, Pacoima, CA 91331**

Telephone: **818 686-2166**

Fax number: **N/A**

E-mail address: fredj@usnationalcorp.com / maryg@usnationalcorp.com

Services offered: **Painting and Wallpaper Covering**

Contact person: **Fred Jimenez / Mary Martinez**

Business ownership certification: **Class B, C33**

We are looking forward to hear from you soon.

Warm regards,



Fred Jimenez

President

U.S National Corp

(818) 686-2166



US National Corp
Federal And State Construction Company

10205 San Fernando Road, Pacoima CA 91331 Office: (818) 686-2166
(818) 216-7000 (818) 894-8420
maryg@usnationalcorp.com fredj@usnationalcorp.com
Certified Small Business, License No. 813354

TABLE OF CONTENTS

	PAGE
Firm Profile	1-4
Past Project References	5-8
Addendum	9-12
Proposal Cost Sheet	13-14
Bid Bond	15-17



US National Corp
Federal And State Construction Company

10205 San Fernando Road, Pacoima CA 91331
(818) 216-7000

maryg@usnationalcorp.com

Certified Small Business, License No. 813354

Office: (818) 686-2166

(818) 894-8420

fredj@usnationalcorp.com

FIRM PROFILE

President: Fred Jimenez

Secretary: Matilde Jimenez

U.S National Corp was formed in 1997 to provide comprehensive and quality painting projects in Commercial and Industrial industry establishments. U.S National Corp started working with Public Works with approximately 3-5 painters. As the years passed, it continued to grow and developed into a Small Business, creating better and trust worthy relationship with different clients. One-time projects, and On-call services for Cities, Schools and different government facilities in California. The company continues to provide excellent services to clients with professional and dedicated team.

Vision

U.S National Corp is envisioned as an extensive contractor which values service through high quality workmanship.

Mission

U.S National Corp's mission is always to deliver high quality - completed projects ahead of time. Client satisfaction is our top priority.

U.S National Corp has over 26 years of extensive experience as a Painting Contractor for State and Federal agencies with a California license # 813354, Class B and C33. The company is a union contractor under District 36 with 11 full-time journeyman and 3 administrative staff who have been with the company for over 10 years.

U.S National Corp has read the entire Request for Proposal and understands all its content.

U.S National Corp has past performances and current projects similar to the scope of this RFP and intends to offer our painting services in response to this bid.

U.S National Corp's goal is to always exceed the expectations of our clients by giving them the best quality of workmanship in a safe manner and with open communication that prevents any issues on any projects.

U.S National Corp's main contacts are Fred Jimenez and Mary Martinez with phone numbers (818) 894-8420 and (818) 216-7000 respectively. Our office address is 10205 San Fernando Road Pacoima, CA 91331 and office phone number is (818) 686-2166.

U.S National Corp believes adaptability, open mindedness, effective communication and creativity are vital to successful collaboration. When collaborating with the project owner, U.S National Corp will give input on ideas, if requested, that can help reach the best outcome of the project and will also adapt to changes brought about by the owner that will lead to a successful project.



US National Corp
Federal And State Construction Company

10205 San Fernando Road, Pacoima CA 91331
(818) 216-7000

maryg@usnationalcorp.com

Certified Small Business, License No. 813354

Office: (818) 686-2166

(818) 894-8420

fredj@usnationalcorp.com

Time is quickly evolving, and virtual collaboration has made a huge impact on various occasions. Adopting alternative communication channels can be very helpful. U.S National Corp can conduct virtual meetings via Zoom, Skype, or Microsoft Teams as a substitute for in person meetings or emails.

U.S National Corp shall perform all the work including supervision, administration services, supplies, tools, routine equipment, permits, work drawings, transportation, coordination of all subcontractors, tests, inspections, and other services that are necessary and/or appropriate for the finishing, equipping and functioning of the facilities and structures, together with all additional, collateral and incidental work and services required for completion of the work.

There will be daily reports of the workers on the site that is reported to the office every morning and end of day work. Contractor will maintain daily quality control log and our quality control Manager will submit it daily.

SAFETY

U.S National Corp's top priority is to ensure all project sites are kept safe along with its painters and the public.

U.S National Corp has implemented an extensive work safety and health training prior to the start of all projects. During work safety and health training, painters are implemented with various ways on how to maintain a safe environment for all. This training contains safety rules, policies and procedures and is not limited to safety procedures, first aid, lifting procedures, equipment uses and climbing a step ladder.

Painters are trained to participate in our preventive maintenance program which consists of careful inspection of equipment prior to the equipment being transferred to the job site to prevent breakdowns that can potentially create hazards for either the painters or the public.

Painters have also been trained in housekeeping procedures at job sites. Housekeeping includes using caution signs/ cones to barricade slippery areas, flagman for traffic control and always having walkways cleared for potential pedestrians passing near the job site. With the implementation of housekeeping procedures both painters and the public can stay safe.



US National Corp
Federal And State Construction Company

10205 San Fernando Road, Pacoima CA 91331
(818) 216-7000

maryg@usnationalcorp.com

Certified Small Business, License No. 813354

Office: (818) 686-2166

(818) 894-8420

fredj@usnationalcorp.com

PROJECT TEAM / KEY PERSONNEL

US National Corp Key Personnel: (see attached Resume for reference)

1. Fred Jimenez – Owner and Project Superintendent
2. Mary Martinez – Operations Manager (9 years in the company)
3. Marcos Herrera – Project Site Manager / Site Safety and Health Officer (14 years in the company)
4. Hector Ceja - Project Site Manager (18 years in the company)
5. Alfredo Chavez – Project Site Manager (17 years in the company)

Management Officer and Staff (Office)

Fred Jimenez – President / Superintendent

Mary Martinez – Operations Manager

Jessica Jimenez – Project Manager

Firm Owner / Superintendent

Fred Jimenez

Fred Jimenez, owner and founder of U.S National Corp have established over the years since the company was formed in 1997, Mr. Jimenez takes pride of all the work and project that we have completed over the past years. Mr. Jimenez's extensive experience on all painting aspects, logistics and supervising work, and making sure every project will be delivered on time and the highest quality of workmanship.

Operations Manager

Mary Martinez

Mary Martinez has been working with Real Estate and General Construction Company for 9 years as an Operations Manager, and over 9 years with experience working as an Administrative Officer offering her services in Prevailing Wage Payroll, Construction Accounting, Safety Official and Office Manager

Project Manager(s)

Marcos Herrera

Marcos Herrera has been with the company for over 14 years. Marcos Herrera is a repaint Journeyman, with certifications of Site Safety and Health Officer, EM385, Quality Control and have certifications to operate aerial equipment and manlift.



US National Corp
Federal And State Construction Company

10205 San Fernando Road, Pacoima CA 91331
(818) 216-7000

maryg@usnationalcorp.com

Certified Small Business, License No. 813354

Office: (818) 686-2166
(818) 894-8420

fredj@usnationalcorp.com

Hector Ceja

Hector Ceja is experienced with full operations, managing his own work force crew, and completing the job ahead of time with the highest quality of workmanship. His qualifications over the years, delivering projects, working with RCTC and communication and supervising the project.

Alfredo Chavez

Alfredo Chavez is experienced with full operations, managing his own work force crew, and completing the job ahead of time with the highest quality of workmanship. Mr. Chavez has been working with the company for over 17 years with certifications for equipment operations, scaffolding services and safety training.



U.S. National Corp
Federal And State Construction Company
 205 San Fernando Road, Pacoima CA 91331 Office: (818) 686-2166
CERTIFIED SBE, LICENSE NO. 813354

PAST PROJECT REFERENCES

Owner	City of Norco
Project Name	Citywide Facility Painting Project
Project Location	City of Norco Senior Citizens Center, 2690 Clark Ave, Norco, CA 92860
	City of Norco Community Center, 3900 Acacia Ave, Norco, CA 92860
	Norco Scout House, 3939 Cedar Ave, Norco, CA 92860
	Norco Fire Station, 3902 Hillside Ave, Norco, CA 92860
Job Description	Exterior Painting of Fire Station 47, Senior Center, Scout House, Community Center
Contract / Agreement / Job Number	Project No. 54303.8
Contract Amount	\$127,733.00
Contract Amount including Change Orders	\$127,733.00
Project Start Date	2-May-24
Project Completion Date	16-May-24
Contact Name	Ron Oglesby
Title	Facilities Maintenance Superintendent
Phone Number	O: 951-735-3900 C: 951.415.4870
Email Address	ROglesby@ci.norco.ca.us



U.S. National Corp
Federal And State Construction Company
10205 San Fernando Road, Pacoima CA 91331 Office: (818) 686-2166
CERTIFIED SBE, LICENSE NO. 813354

PAST PROJECT REFERENCES

Owner	<u>Victor Valley Transit Authority</u>
Project Name	<u>Facility Painting Interior</u>
Project Location	<u>17150 Smoke Tree Street, Hesperia, CA 92345</u>
Job Description	<u>Interior Painting of Admin building</u>
Contract / Agreement / Job Number	<u>2023-18</u>
Contract Amount	<u>\$172,480.00</u>
Contract Amount including Change Orders	<u>\$172,480.00</u>
Project Start Date	<u>13-Nov-23</u>
Project Completion Date	<u>20-Dec-23</u>
Contact Name	<u>Nicholas Redwine</u>
Title	<u>Fleet and Facilities Analyst</u>
Phone Number	<u>760-995-3585</u>
Email Address	<u>nredwine@vvta.org</u>



U.S. National Corp
Federal And State Construction Company
 10205 San Fernando Road, Pacoima CA 91331 Office: (818) 686-2166
CERTIFIED SBE, LICENSE NO. 813354

PAST PROJECT REFERENCES

Owner	Los Angeles County Parks & Recreation
Project Name	Department
Project Location	Hart Painting Iron Fence
Job Description	24151 Newhall Road, Newhall, Ca 91321
Contract / Agreement / Job Number	Wrought Iron fence painting at William S. Hart Park
Contract Amount	PO-PK-23009408-1
Contract Amount including Change Orders	\$46,360.00
Project Start Date	\$46,360.00
Project Completion Date	14-Aug-23
Contact Name	28-Aug-23
Title	Jimmy Martinez
Phone Number	
Email Address	(626) 238-9635
	JMartinez@parks.lacounty.gov



U.S. National Corp
Federal And State Construction Company
10205 San Fernando Road, Pacoima CA 91331 Office: (818) 686-2166
CERTIFIED SBE, LICENSE NO. 813354

PAST PROJECT REFERENCES

Owner	<u>City of Oxnard</u>
Project Name	<u>Fire Station 6 Resurfacing Project, FD 23-92</u>
Project Location	<u>2601 Peninsula Road, Oxnard 93035</u>
Job Description	<u>Painting - Fire Station # 6 Fuel Tank</u>
Contract / Agreement / Job Number	<u>32400340</u>
Contract Amount	<u>\$13,850.00</u>
Contract Amount including Change Orders	<u>\$13,850.00</u>
Project Start Date	<u>29-Jan-24</u>
Project Completion Date	<u>22-Feb-24</u>
Contact Name	<u>John Ceceña</u>
Title	<u>Battalion Chief - City of Oxnard Fire Department</u>
Phone Number	<u>WK: (805) 385-7701 / Cell: (805) 603-5512</u>
Email Address	<u>john.cecena@oxnard.org</u>



Addendum No. 1

July 1, 2024

Project: Exterior Painting of San Fernando City Hall, Project No. 7626

A. The following change to the **Scope of Services** shall apply for this project.

Add the following to Scope of Services, Part B:

Contractor must also perform the following work:

- Clean and paint metal equipment screen on rooftop (Pictures included as Attachment "A")

B. The following change to the **Scope of Services** shall apply for this project.

1. Previously stated as:

The successful bidder must possess a current, valid Class C-33, Painting and Decorating License, or required license issued by the State of California.

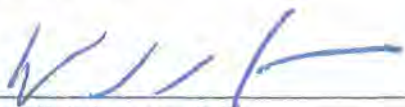
2. Changed to:

The successful bidder must possess a current, valid Class **B or** C-33, Painting and Decorating License, or required license issued by the State of California.

C. The Bond identified on the Request for Proposals are attached to this Addendum No. 1 as Attachment "B"

Indicate the receipt of Addendum 1 on your Proposal. **FAILURE TO DO SO WILL RENDER YOUR BID NON-RESPONSIVE**

Approved by:



Wendell Johnson, P.E.
Director of Public Works

07/01/24

Date

ATTACHMENT "A"

PICTURES OF METAL EQUIPMENT SCREEN





Addendum No. 2

July 2, 2024

Project: Exterior Painting of San Fernando City Hall, Project No. 7626

A. The following change to the **Notice Inviting Proposals** shall apply for this project.

1. Previously stated as:

Three original and one electronic copy of the proposal must be submitted to the CITY CLERK in a sealed envelope at CITY HALL, 117 Macneil Street, San Fernando, California, 91340, not later than 11:00 a.m. on Wednesday July 3, 2024.

2. Changed to:

Three original and one electronic copy of the proposal must be submitted to the CITY CLERK in a sealed envelope at CITY HALL, 117 Macneil Street, San Fernando, California, 91340, not later than **2:00 p.m. on Thursday July 11, 2024.**

Indicate the receipt of Addendum 1 on your Proposal. **FAILURE TO DO SO WILL RENDER YOUR BID NON-RESPONSIVE**

Approved by:


Wendell Johnson, P.E.
Director of Public Works

07/02/24

Date



Addendum No. 2.1

July 2, 2024

Project: Exterior Painting of San Fernando City Hall, Project No. 7626

A. The following change to the **Notice Inviting Proposals** shall apply for this project.

1. Previously stated as:

Three original and one electronic copy of the proposal must be submitted to the CITY CLERK in a sealed envelope at CITY HALL, 117 Macneil Street, San Fernando, California, 91340, not later than 11:00 a.m. on Wednesday July 3, 2024.

2. Changed to:

Three original and one electronic copy of the proposal must be submitted to the CITY CLERK in a sealed envelope at CITY HALL, 117 Macneil Street, San Fernando, California, 91340, not later than **2:00 p.m. on Thursday July 11, 2024.**

Indicate the receipt of **Addendum 1 and 2** on your Proposal. **FAILURE TO DO SO WILL RENDER YOUR BID NON-RESPONSIVE**

Approved by:

Wendell Johnson, P.E.
Director of Public Works

07/02/24

Date

U.S. National Corp. dba Jimenez Painting Company

10205 San Fernando Road

Pacoima CA 91331

Office (818) 686-2166

Cost Estimate

Date	Estimate #
7/10/2024	203306

Phone: (818) 894-8420 / (818) 216-7000

E-mail: maryg@usnationalcorp.com

Alt E-mail : fredj@usnationalcorp.com

Submitted To:	Project Name and Job Site Location:
City of San Fernando 117 Macneil St, San Fernando, Ca 91340 Attn: Manuel Fabian 818-898-1243	Exterior Painting of San Fernando City Hall 117 Macneil Street, San Fernando, Ca 91340

Item Number	Description	Qty	Rate	Total
1	<p>Exterior Painting of San Fernando City Hall</p> <p>Scope of Work:</p> <ol style="list-style-type: none"> 1. Pressure wash entire building in preparation for painting. This includes the brick area which is not being painted. 2. Damaged areas shall be repaired to match original surface. 3. Stucco surface and galvanized steel is to be prepared and painted with the same color. 4. Repair damaged exterior wall finish coat to match surrounding finish. 5. Paint entire exterior of City Hall including doors and windows. 6. Clean and seal quarry tile. 7. Clean and seal slumped block 8. Clean and paint CMU wall 9. Clean and apply wood stain to wood trellis 10. Clean and apply wood stain to soffit 11. Clean and apply wood stain to benches 12. Clean and paint metal doors 13. Clean and paint metal flashing 14. Clean and paint rain gutters and spouts 15. Clean and paint antenna pole 16. Clean and paint handrails 17. Clean and paint metal equipment screen on rooftop. (Addendum 1) <p>Painting - Labor and Materials</p> <p>NOTE</p> <p>*Addendum 1 issued July 1, 2024 - Acknowledged</p> <p>*Addendum 2 issued July 2, 2024 - Acknowledged</p> <p>*Addendum 2.1 issued July 2, 2024 - Acknowledged</p> <p>If this proposal is satisfactory please initial each item, sign and email to Mary Martinez at maryg@usnationalcorp.com</p>	1	39,880.00	39,880.00

All work to be done in a safe workmanlike manner.

All work to be done as specified at the time of jobwalk.

Total:

U.S. National Corp. dba Jimenez Painting Company
10205 San Fernando Road
Pacoima CA 91331
Office (818) 686-2166

Cost Estimate

Date	Estimate #
7/10/2024	203306

Phone: (818) 894-8420 / (818) 216-7000

E-mail: maryg@usnationalcorp.com Alt E-mail : fredj@usnationalcorp.com

Submitted To:
City of San Fernando 117 Macneil St, San Fernando, Ca 91340 Attn: Manuel Fabian 818-898-1243

Project Name and Job Site Location:
Exterior Painting of San Fernando City Hall 117 Macneil Street, San Fernando, Ca 91340

Item Number	Description	Qty	Rate	Total
	<p>*All other work not specified on this proposal will not be done by U.S National Corp.</p> <p>*This proposal is valid for thirty (90) days from the date stated on this proposal. If acceptance is received after this period has lapsed, the project may be required to be requested.</p> <p>*Prevailing Wage applies & DIR Certified Payroll Reporting.</p> <p>Accepted By: _____ Signature: _____ Date: _____</p> <div>If this proposal is satisfactory please initial each item, sign and email to Mary Martinez at maryg@usnationalcorp.com</div>			

All work to be done in a safe workmanlike manner.

All work to be done as specified at the time of jobwalk.

Total: **\$39,880.00**

ATTACHMENT "B"

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

that we, U.S National Corp dba Jimenez Painting Company as Principal,
 and The Ohio Casualty Insurance Company as Surety,
 are held and firmly bound unto the City of San Fernando in the sum of Ten Percent of Amount Bid (\$10% of Amount Bid)
 to be paid to the said City of its certain Attorney, its successors and assigns; for the payment of
 which sum well and truly made, we bind ourselves, our heirs, executors and administrators,
 successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the certain proposal of the above
 bounden U.S National Corp dba Jimenez Painting Company
 to construct Exterior Painting of San Fernando City Hall
 (insert names of streets and limits to be improved) dated July 3rd, 2024 is accepted
 by the City of San Fernando, and if the above bounden his heirs, executors, administrators,
 successors and assigns, shall duly enter into and execute a contract for such construction, and
 shall execute and deliver the two bonds described within ten (10) days (not including Sunday)
 from the date of
 the mailing of a notice to the above bounden U.S National Corp dba Jimenez Painting Company
 by and from the said City of San Fernando that said contract is ready for execution, then this
 obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we hereunto set our hands and seals this 1st day of
July, 2024.

Principal

Surety

By U.S National Corp dba Jimenez Painting CompanyBy The Ohio Casualty Insurance CompanyIts Fred Jimenez, PresidentIts Kerissa RicciardiBy Matilde JimenezBy Kerissa Ricciardi, Attorney-in-FactIts Matilde Jimenez, Secretary

Its _____

Surety signatures on this bond must be acknowledged before Notary Publics, and a sufficiently
 power of attorney must be attached to the bond to verify the authority of any party signing on
 behalf of a surety.

All notices and demands to the surety shall be delivered via first class mail to the following:

The Ohio Casualty Insurance Company175 Berkeley StreetBoston, MA 02116

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange)

On July 1, 2024 before me, Hanh Le, Notary Public
(insert name and title of the officer)

personally appeared Kerissa Ricciardi,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No. **8210278-986376**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Jeremy Pendergast; Kerissa Ricciardi; Michael Castaneda

all of the city of Santa Ana state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of June, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 12th day of June, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 26, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1st day of July, 2024.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary



2024

CONTRACT SERVICES AGREEMENT

(Contractor: US National Corp dba Jimenez Painting Company)
(Nature of Engagement: Exterior Painting of City Hall)

THIS CONTRACT SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this 5th day of August, 2024, by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and US NATIONAL CORP dba JIMENEZ PAITING COMPANY (hereinafter, "CONTRACTOR"). For the purposes of this Agreement, CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

RECITALS

WHEREAS, CITY is a municipal corporation organized under the laws of the State of California, with power to contract for services and tasks necessary to achieve its purpose; and

WHEREAS, CITY requires Painting Of The Exterior Of City Hall; and

WHEREAS, CITY staff has determined that CONTRACTOR possess the skills, experience and expertise required to competently provide the services and tasks contemplated under this Agreement; and

WHEREAS, the execution of this Agreement was approved by the San Fernando City Council at its Regular Meeting of August 5th, 2024, under Agenda Item No. 4.

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

Section 1. Scope of Work.

- A. Subject to the terms and conditions of this Agreement, CONTRACTOR agrees to perform those various tasks and services described on page(s) 5-6 of that certain REQUEST FOR PROPOSALS dated June 13, 2024 (the "Baseline Service Requirements"), and on page(s) 13-14 of the written proposal of CONTRACTOR entitled Cost Estimate and dated July 10, 2024 (the "Contract Services Proposal"). The Baseline Service Requirements and the Contract Services Proposal are attached and incorporated hereto as **Exhibits "A" and "B"** respectively. The term "Scope of Work" shall be a collective reference to the Baseline Service Requirements and the Contract Services Proposal. The capitalized term "Work"

shall be a collective reference to all the various services and tasks referenced in the Scope of Work. In the event of any conflict or inconsistency between the provisions Baseline Service Requirements and the provisions of the Contract Service Proposal, the requirements of the Baseline Service Requirements shall govern and control but only to the extent of the conflict or inconsistency and no further. In the event of any conflict or inconsistency between the provisions of the Scope of Work and the provisions of this Agreement to which the Scope of Work is attached, the provisions of this Agreement shall govern and control but only to the extent of the conflict or inconsistency and no further.

- A. CONTRACTOR shall provide all labor, materials, tools, supplies, equipment, services, tasks, and incidental and customary work necessary to competently perform and timely complete the Work. CONTRACTOR shall perform the Work in accordance with the terms and conditions of this Agreement and in accordance with such other written or verbal directives as may be issued by CITY.
- B. CONTRACTOR warrants that CONTRACTOR: (i) has thoroughly investigated and considered the nature of the Work to be performed under this Agreement; and (ii) has carefully considered how the Work should be performed. CONTRACTOR will inspect any location where the Work is to be performed and acquaint itself with the conditions of the location before commencing any of the Work requested by CITY. Should the CONTRACTOR discover any latent or unknown condition(s) which will materially affect the performance of the Work, CONTRACTOR shall immediately inform the CITY of such discovery and shall not proceed, except at CONTRACTOR's risk until written instructions are received from the City Representative as defined herein.
- C. In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons any undertaking contemplated herein prior to completion and/or acceptance of the Work performed by CITY, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records, and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs, or additional expenses which CITY may incur as a result of CONTRACTOR's cessation or abandonment.

Section 2. Performance Period.

- A. Time is of the essence of this Agreement and each and every provision contained herein. The Work shall be commenced within three (3) calendar days of CITY's issuance of a written notice to proceed ("Notice to Proceed"). The Work shall be completed in sixty (60) working days of CITY's issuance of the Notice to Proceed (hereinafter, the "Completion Date").
- B. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.

Section 3. Performance of Work.

- A. CONTRACTOR shall perform the Work continuously and with due diligence so as to complete the Work by the Completion Date. CONTRACTOR shall cooperate with CITY and in no manner interfere with the Work of CITY, its employees or other consultants, contractors, or agents.
- B. CONTRACTOR may submit a written request for additional time to complete the Work, which request must be submitted to the CITY no later than fifteen (15) calendar days prior to the Completion Date or any extended Completion Date granted by CITY. The written request for additional time must identify (i) what specific tasks or services remain to be completed by CONTRACTOR in order to complete the Work; (ii) how much additional time CONTRACTOR requires; (iii) identification of the circumstances that have caused the need for additional time, according to CONTRACTOR, including, if applicable, identification of any tasks that must be completed by CITY as prerequisite to CONTRACTOR being able to complete any other service or task; and (iv) what proactive steps CONTRACTOR has taken up to the date of the request to mitigate the need for additional time, including, if applicable, any effort on the part of CONTRACTOR to alert CITY of the need to provide information or complete certain tasks to be performed by CITY. CITY in its sole and absolute discretion may grant, deny, or conditionally grant a request for additional time, provided that no individual grant of additional time may exceed a maximum of fifteen (15) calendar days.
- C. CONTRACTOR shall not claim or be entitled to receive any compensation or damage because of the failure of CONTRACTOR, or its subcontractors, to have related services or tasks completed in a timely manner.
- D. CONTRACTOR shall at all times enforce strict discipline and good order among CONTRACTOR's employees.
- E. CONTRACTOR, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

Section 4. Compensation.

- A. CONTRACTOR shall perform all Services in accordance with the schedule of rates and charges set forth on page(s) 13-14 of Cost Estimate (the "Approved Rate Schedule"). The foregoing notwithstanding, CONTRACTOR's total compensation may not exceed the aggregate sum of **THIRTY-NINE THOUSAND EIGHT HUNDRED EIGHTY (\$ 39,880)** (hereinafter, the "Not-to-Exceed Sum"). CONTRACTOR further agrees that the Not-to-Exceed Sum is inclusive of compensation for all labor, materials, tools, supplies, equipment, services, tasks, and incidental and customary work necessary to competently perform and timely complete the Work requested by CITY.

- B. Following the conclusion of each calendar month, CONTRACTOR will submit to CITY an itemized invoice indicating the Work performed and completed during the recently concluded calendar month, including and the reimbursable out-of-pocket expenses incurred. If the amount of CONTRACTOR's monthly compensation is a function of hours worked by CONTRACTOR's personnel, the invoice should identify the request or work order under which the Work were provided; the number of hours worked in the recently concluded calendar month; the personnel responsible for performing the Work performed; the rate of compensation at which such Work were performed, the subtotal for each Work performed and a grand total for all Work performed. Within thirty (30) calendar days of receipt of each invoice, CITY will notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY will pay all undisputed amounts included on the invoice. CITY will not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

Section 5. Standard of Care.

- A. CONTRACTOR agrees as follows:

1. CONTRACTOR will perform all Work using the degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality;
2. CONTRACTOR represents all personnel assigned to perform the Work for CITY under this Agreement shall possess the skill, training, and experience necessary to competently perform the Work and shall at all times possess and maintain all licenses, certifications and/or qualifications necessary to perform the Work;
3. CONTRACTOR shall perform and complete all Work in a manner that is reasonably satisfactory to CITY;
4. CONTRACTOR shall comply with all applicable federal, State, and local laws and regulations, including all applicable Cal/OSHA regulations in the performance of this Agreement;
5. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all applicable schedules of performance; and
6. In the performance of this Agreement, CONTRACTOR shall supply and deploy personnel, equipment, tools, and materials necessary, in the reasonable opinion of CITY, to perform all Work in compliance with the standard of care set forth in this Section and to time complete all Work as specified by the Scope of Work or other written order.

7. CONTRACTOR shall perform, at CONTRACTOR's sole cost and expense, any tasks necessary to correct any errors or omissions caused by CONTRACTOR's failure to comply with the standard of care set forth in this Section or by any like failure on the part of CONTRACTOR's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the City Representative in writing in the City Representative's sole and absolute discretion.
- B. CONTRACTOR acknowledges and agrees that CITY's acceptance of any Work performed by CONTRACTOR or on CONTRACTOR's behalf shall not constitute a release of any deficiency or delay in performance. CONTRACTOR further acknowledges, understands, and agrees that CITY has relied upon the representations of CONTRACTOR under paragraph A of this Section, above, and that such representations were a material inducement to CITY entering into this Agreement with CONTRACTOR.

Section 6. Representatives.

- A. City Representative. For the purposes of this Agreement, the contract administrator and CITY's representative shall be Wendell Johnson, Director of Public Works (hereinafter, the "City Representative"). It shall be CONTRACTOR's responsibility to keep the City Representative informed of the progress of all Work provided. CONTRACTOR shall refer any decisions which must be made by CITY to the City Representative. Unless otherwise specified herein, any approval of CITY required hereunder shall mean the approval of the City Representative. Except as otherwise provided under this Agreement, written notice to City Representatives shall constitute notice to the CITY.
- B. Contractor Representative. For the purposes of this Agreement, **Fred Jimenez, President**, is hereby designated as the primary representative of CONTRACTOR authorized to act on its behalf with respect to CONTRACTOR's performance under this Agreement and to make all decisions in connection therewith (hereinafter, the "Contractor Representative"). Notice to the Contractor Representative whether written or verbal shall constitute notice to CONTRACTOR. The Contractor's Representative shall supervise and direct the performance of all Work, using his/her best skill and attention. The Contractor Representative shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Work under this Agreement.

Section 7. Contractor's Personnel.

- A. CONTRACTOR represents that it has, or will secure at its own expense, all personnel required to perform the Work and all other related tasks contemplated under this Agreement.

- B. CONTRACTOR shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the Work.
- C. CONTRACTOR shall be solely responsive for the payment of any fees, assessments and taxes, plus applicable penalties, and interest, which may be imposed by law and arise from or are necessary for the CONTRACTOR's performance of the Work.
- D. CONTRACTOR shall be solely responsible for the satisfactory performance of all personnel working on CONTRACTOR's behalf in the performance of this Agreement.
- E. If at any time during the term of this Agreement, CITY requests the removal of any of CONTRACTOR's employees or subcontractors assigned by CONTRACTOR to perform on CONTRACTOR's behalf under this Agreement, CONTRACTOR shall remove such employees or subcontractors immediately upon receiving notice from CITY.
- F. CONTRACTOR shall be solely responsible for the payment of all wages and benefits owed to CONTRACTOR's employees and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security. CONTRACTOR shall also be solely responsive for the payment of all subcontractors acting on its behalf in the performance of this Agreement.

Section 8. Provisions Applicable to Work Constituting Public Works Under Labor Code Section 1720.

- A. The provisions of this Section shall apply to the extent any of the Work to be performed by CONTRACTOR constitute a "public work" within the meaning of Section 1720(a)(1) of the Labor Code. CONTRACTOR shall comply with the provisions of the Labor Code applicable to public works, in the manner set forth under this Section. In addition to any other indemnification obligation set forth under this Agreement, CONTRACT shall indemnify, hold harmless, and defend City concerning any liability arising out of Labor Code Section 1720 *et seq.*
- B. Hours of Work.
 - 1. In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Work subject to this Section shall constitute a legal day's work under this Agreement.
 - 2. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the Work subject to this Section is limited to eight (8) hours during any one calendar day, and forty (40) hours during any one (1) calendar week, except in accordance with Labor Code Section 1815, which provides that work in excess of eight (8) hours during any one (1) calendar day and forty (40) hours during any one calendar week is permitted upon compensation for all hours

worked in excess of eight (8) hours during any one (1) calendar day and forty (40) hours during any one (1) calendar week at not less than one-and-one-half times the basic rate of pay.

3. CONTRACTOR and its subcontractors shall forfeit as a penalty to the CITY \$25 for each worker employed in the performance of the Work subject to this Section for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day, or more than forty (40) hours in any one calendar week, in violation of the provisions of Labor Code Section 1810 and following.

C. Wages.

1. In accordance with Labor Code Section 1773.2, the CITY has determined the general prevailing wages for the locality in which Work subject to the Section are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file at the CITY and shall be made available on request. CONTRACTOR and subcontractors engaged in the performance of the Work subject to this Section shall pay no less than these rates to all persons engaged in performance of the Work subject to this Section.
2. In accordance with Labor Code Section 1775, CONTRACTOR and any subcontractors engaged in performance of the Work subject to this Section shall comply Labor Code Section 1775, which establishes a penalty of up to \$50 per day for each worker engaged in the performance of the Work that are subject to this Section that CONTRACTOR or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of CONTRACTOR or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of CONTRACTOR or subcontractor in meeting applicable prevailing wage obligations, or the willful failure by CONTRACTOR or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if CONTRACTOR or subcontractor had knowledge of their obligations under the California Labor Code. CONTRACTOR or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in performance of the Work subject to this Section is not paid the general prevailing per diem wages by the subcontractor, CONTRACTOR is not liable for any penalties therefore unless CONTRACTOR had knowledge of that failure or unless CONTRACTOR fails to comply with all of the following requirements:

- (i) The contract executed between CONTRACTOR and the subcontractor for the performance of part of the Work subject to this Section shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - (ii) CONTRACTOR shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.
 - (iii) Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, CONTRACTOR shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the Work subject to this Section.
 - (iv) Prior to making final payment to a subcontractor, CONTRACTOR shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages for employees engaged in the performance of the Work subject to this Section and any amounts due pursuant to California Labor Code Section 1813.
3. In accordance with Labor Code Section 1776, CONTRACTOR and each subcontractor engaged in performance of the Work subject to this Section shall keep accurate payroll records showing the name, address, social security number, work, straight time, and overtime hours worked each day and week, and the actual *per diem* wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the Work subject to this Section. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
- (i) The information contained in the payroll record is true and correct.
 - (ii) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project.

The payroll records required pursuant to Labor Code Section 1776 shall be certified and shall be available for inspection by the CITY and its authorized representatives, the Division of Labor Standards Enforcement, the Division of Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with Labor Code Section 1776.

4. In accordance with Labor Code Section 1777.5, CONTRACTOR, on behalf of itself and any subcontractors acting on CONTRACTOR's behalf in performance of the

Work subject to this Section, shall be responsible for ensuring compliance with Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.

5. In case it becomes necessary for CONTRACTOR and any subcontractors performing Work on CONTRACTOR's behalf to employ for the Work subject to this Section any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, CONTRACTOR shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to specific Work subject to this Section to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

Section 9. Conflicts of Interest.

- A. CONTRACTOR may serve other clients, but none whose activities within the corporate limits of CITY or whose business, regardless of location, would place CONTRACTOR in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*
- B. CONTRACTOR shall not employ any official or employee of the CITY during the Term of this Agreement or any extension term. No officer or employee of CITY shall have any financial interest in this Agreement that would violate Government Code Sections 1090 *et seq.* CONTRACTOR warrants and represents that no owner, principal, partner, officer, or employee of CONTRACTOR is or has been an official, officer, employee, agent, or appointee of the CITY within the twelve-month period of time immediately preceding the Effective Date. If an owner, principal, partner, officer, employee, agent, or appointee of CONTRACTOR was an official, officer, employee, agent, or appointee of the CITY within the twelve-month period immediately preceding the Effective Date, CONTRACTOR warrants that any such individuals did not participate in any manner in the forming of this Agreement. CONTRACTOR understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and CONTRACTOR will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and CONTRACTOR will be required to reimburse the CITY for any sums paid to CONTRACTOR. CONTRACTOR understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code §1090.
- C. CONTRACTOR warrants, represents, and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid, nor has it agreed to pay any company or person, other

than a *bona fide* employee working solely for CONTRACTOR, 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 absolute and unfettered right to rescind this Agreement without liability or penalty.

Section 10. Independent Contractor. CONTRACTOR shall at all times in the performance of this Agreement be an independent contractor and shall not be an employee of CITY or engaged in any joint venture relationship with the CITY. CONTRACTOR shall determine the method, details, and means of performing all of the Work to be performed by CONTRACTOR under this Agreement. CONTRACTOR shall be responsible to CITY only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to CITY's control with respect to the physical action or activities of the CONTRACTOR in fulfillment of this Agreement. CONTRACTOR is permitted to provide services to others during the same period as it provides services to CITY under this Agreement. Notwithstanding any other CITY, state, or federal policy, rule, regulation, law, or ordinance to the contrary, CONTRACTOR and any of its employees, agents, and subcontractors performing the Work under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contributions and/or employee contributions for PERS benefits.

Section 11. Non-Discrimination.

- A. CONTRACTOR shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any Work provided by CONTRACTOR under this Agreement. CONTRACTOR shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any Work that is the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of CONTRACTOR thereby.
- B. CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, Section 12990 et seq.) and the applicable regulations promulgated hereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. CONTRACTOR shall include the nondiscrimination and compliance provisions of this Section in all subcontracts to provide the Work under this Agreement.

Section 12. Indemnification.

- A. To the fullest extent permitted by law, CONTRACTOR hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless CITY and CITY's elected and appointed officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of CONTRACTOR or any of CONTRACTOR's officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants, or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to this Agreement and the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by CONTRACTOR and shall operate to fully indemnify the Indemnitees against any such negligence. The foregoing notwithstanding, nothing in this Section shall be construed to encompass (i) Indemnitees' sole negligence or willful misconduct to the extent that the Agreement is subject to Civil Code §2782(a), or (ii) CITY's active negligence to the extent that the underlying Agreement is subject to Civil Code §2782(b).
- B. Attorneys and other professionals employed by Indemnitor to defend Indemnitees shall be selected by Indemnitees. CONTRACTOR, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees. CITY shall have the right to offset against the amount of any fees due to CONTRACTOR under this Agreement any amount due to CITY from CONTRACTOR because of CONTRACTOR's failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.
- C. CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations for the benefit of CITY, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend CITY, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged, intentional, reckless, negligent or otherwise wrongful acts, errors or omissions of CONTRACTOR or any of its officers, employees, servants, agents, subcontractors, volunteers or any other person or entity

involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

- D. CITY does not and shall not; waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement.
- E. The indemnification duty established under this Section is effective without reference to the existence or applicability of any insurance coverage(s) which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees. The hold harmless and indemnification provisions of this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.
- F. Payment is not required as a condition precedent to an Indemnitee's right to recover under the indemnification provisions of this Section, and an entry of judgment against any one or more of the Indemnitees shall be conclusive in favor of the Indemnitees' right to recover under such indemnification provisions. CONTRACTOR shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision.
- G. CONTRACTOR's obligations under this Section or any other provision of this Agreement will not be limited by the provisions of any workers compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to the Indemnities. CONTRACTOR shall fully comply with the workers' compensation laws regarding CONTRACTOR and CONTRACTOR's employees. CONTRACTOR further agrees to indemnify and hold CITY harmless from any failure of CONTRACTOR to comply with applicable workers' compensation laws.
- H. The provisions of this Section shall survive the termination of this Agreement and the completion of all Work contemplated under this Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law or elsewhere under this Agreement.

Section 13. Insurance.

- A. CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:
 - 1. Commercial General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000) for each occurrence and in the aggregate for any personal injury, death, loss, or damage.

2. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
 3. Worker's Compensation insurance as required by the State of California.
- B. CONTRACTOR shall require each of its sub-consultants or sub-contractors to maintain insurance coverage that meets all of the requirements of this Agreement.
 - C. The policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
 - D. CONTRACTOR agrees that if it does not keep the insurance required in this Agreement in full force and effect, CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONTRACTOR'S expense, the premium thereon.
 - E. Prior to commencement of any Work under this Agreement, CONTRACTOR shall file with CITY's Risk Manager a certificate or certificates of insurance showing that the insurance policies are in effect and satisfy the required amounts and specifications required pursuant to this Agreement.
 - F. CONTRACTOR shall provide proof that policies of insurance expiring during the Term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
 - G. The general liability and automobile policies of insurance shall contain an endorsement naming CITY, its elected officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns as additional insureds. All of the policies shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
 - H. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the CITY, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

- I. All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR, and CONTRACTOR's employees, agents, subcontractors, or volunteers from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY, its officials, officers, employees, agents, and volunteers.
- J. Any deductibles or self-insured retentions must be approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.
- K. If CONTRACTOR is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its managers, affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds.
- L. Procurement of insurance by CONTRACTOR shall not be construed as a limitation of CONTRACTOR's liability or as full performance of CONTRACTOR's duties to indemnify, hold harmless and defend under Section 15 of this Agreement.
- M. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, 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 CONTRACTOR or CITY will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, CITY may cancel this Agreement effective upon notice.
- N. CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. Any amendment to the insurance requirements of this Article shall be memorialized and approved in the form of a written amendment to this Agreement, signed by the Parties. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void or invalid.

Section 14. Records and Inspection. CONTRACTOR shall keep, and require subcontractors to keep, such books and records as shall be necessary to document the performance of the Work and enable the CITY to evaluate the performance of the Work. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of CITY, including the right to inspect, copy, audit, and make records and transcripts from such records. Such records shall be maintained for a period of four (4) years following completion of the Work hereunder, and the CITY shall have access to such records in the event any audit is required.

Section 15. Termination.

- A. Termination for Convenience. CITY may immediately terminate this Agreement for convenience, without cause and without penalty or liability at any time upon the issuance of written notice to CONTRACTOR specifying the effective date of such termination. Such termination for convenience shall be made in writing signed by either the City Representative, the City Manager, or the Assistant City Manager. CONTRACTOR may only terminate this Agreement for cause.
- B. Termination for Cause. In the event either Party fails to perform any duty, obligation, service, or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service, or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth in this Section or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement. An Event of Default shall include, but shall not be limited to the following: (i) CONTRACTOR's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (ii) CONTRACTOR's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iii) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (iv) CONTRACTOR's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (v) CITY's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false or erroneous in any material respect, including any statement, representation or warranty set forth in the Equipment Specifications.
1. CONTRACTOR shall cure the following Event of Default within the following time periods:
 - i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation, or work product which CONTRACTOR is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall

be under no obligation to grant additional time for the cure of an Event of Default under this subsection that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or

- ii. Within thirty (30) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 30-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection that exceeds thirty (30) calendar days from the end of the initial 30-day cure period.

If an Event of Default relates to a material falsehood that is not susceptible to a cure, CITY in its sole and absolute discretion may elect to treat the falsehood or misrepresentation as a breach of this Agreement or waive the falsehood or misrepresentation. The foregoing notwithstanding, the prior waiver of a falsehood or misrepresentation as an Event of Default shall not operate as a waiver or any other falsehood or misrepresentation later discovered by CITY.

2. Except as otherwise specified in this Agreement, CITY shall cure any Event of Default asserted by CONTRACTOR within thirty (30) calendar days of CONTRACTOR's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 30-day cure period. Prior to the expiration of the 30-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONTRACTOR shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR's Default Notice to CITY.
3. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR's performance under this Agreement (or the performance of any specific task or function performed by CONTRACTOR under this Agreement) pending CONTRACTOR's cure of any Event of Default by giving CONTRACTOR written notice of CITY's intent to suspend CONTRACTOR's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

4. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
5. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to CONTRACTOR, the CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONTRACTOR, the CITY may extend the time of performance;
 - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR's breach of the Agreement or to terminate the Agreement; or
 - iv. The CITY may exercise any other available and lawful right or remedy.

CONTRACTOR shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

6. In the event CITY is in breach of this Agreement, CONTRACTOR's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the Work required by this Agreement.
7. No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty, or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

Section 16. Force Majeure. The Completion Date may be extended in the event of any delays due to unforeseeable causes beyond the control of CONTRACTOR and without the fault or negligence of CONTRACTOR, including but not limited to severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation,

and/or acts of any governmental agency, including the CITY. CONTRACTOR shall within three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The City Representative shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the City Representative such delay is justified. The City Representative's determination shall be final and conclusive upon the parties to this Agreement. In no event shall CONTRACTOR be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, CONTRACTOR'S sole remedy being extension of the Agreement pursuant to this Section.

Section 17. Notices. Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during CONTRACTOR's and CITY's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing.

If to CITY:

City of San Fernando
Public Works Department
117 Macneil Street
Attn: Wendell Johnson
Phone: 818-898-1237

If to CONTRACTOR:

US National Corp dba Jimenez Painting Co
10205 San Fernando Road
Pacoima CA 91331
Attn: Fred Jimenez
Phone: 818-686-2166

Section 18. Prohibition. CONTRACTOR shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without CITY's prior written consent, and any attempt to do so shall be void and of no effect. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

Section 19. Attorneys' Fees. In the event that CITY or CONTRACTOR commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorneys' fees.

Section 20. Entire Agreement. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. Except as expressly provided in this Agreement or its Exhibits, in the event of any conflict or inconsistency between the express provisions of this Agreement and provisions of any document incorporated by reference, the provisions of this Agreement shall prevail and control. This instrument contains the entire Agreement between CITY and CONTRACTOR with respect to the subject matter herein. No other prior oral or written agreements are binding on the parties. Any modification of this Agreement will be effective only if it is in writing and executed by both CITY and CONTRACTOR.

Section 21. Governing Law; Jurisdiction. This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of

California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

Section 22. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

Section 23. Captions. The captions used in this Agreement are solely for reference and the convenience of the Parties. The captions are not a part of the Agreement, in no way bind, limit, or describe the scope or intent of any provision, and shall have no effect upon the construction or interpretation of any provision herein.

Section 24. Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF SAN FERNANDO:

**US NATIONAL CORP dba JIMENEZ
PAINTING CO:**

By: _____
Nick Kimball, City Manager

By: _____

Date: _____

Name: _____

Title: _____

APPROVED AS TO FORM

Date: _____

By: _____
Richard Padilla, City Attorney

Date: _____

SCOPE OF SERVICE

This project consists of exterior painting of the City Hall building located at 117 Macneil Street, San Fernando, CA, 91340, including doors and windows and all preparation of painting surfaces.

An optional pre-bid conference is scheduled for June 25, 2024 at 11:30 am at City Hall, 117 Macneil Street, San Fernando, CA, 91340.

The successful bidder must possess a current, valid Class C-33, Painting and Decorating License, or required license issued by the State of California.

- A. The stucco surface and galvanized steel is to be is to be prepared and painted with the same color
- B. Contactor must also perform the following work:
 - Clean and seal quarry tile
 - Clean and seal slumped block
 - Clean and paint CMU wall
 - Clean and apply wood stain to wood trellis
 - Clean and apply wood stain to soffit
 - Clean and apply wood stain to benches
 - Clean and paint metal doors
 - Clean and paint metal flashing
 - Clean and paint rain gutters and spouts
 - Clean and paint antenna pole
 - Clean and paint handrails

Project will be lump sum base bid for all material and labor to paint and prep in accordance with the specifications set forth.

Project specifications as follows:

Site Preparation: All stucco surfaces to be cleaned and prepared per manufacturer's guidelines. All dirt, grease and water stains to be removed. Pressure wash entire building before painting. This includes the brick area which is not being painted. Damaged areas shall be repaired to match original surface.

Stucco repair including patching and/or replacement work to eliminate cracks, dents, blisters, buckles, delamination, crazing and check cracking, dry outs, efflorescence, sweat outs, and similar defects and where bond to substrate has failed. Repair damaged exterior wall finish coat to match surrounding finish. Repair products and materials shall be subject

to City approval and Contractor shall submit product data for each type of repair product proposed.

Paint: Sherwin-Williams Duration Exterior Painting products, Dunn-Edwards Exterior Painting products, Behr Exterior Painting Products or equivalent (City of San Fernando will be sole judge of equivalency). 100% acrylic stucco paint. Flat finish. City will select final color.

Paint shall provide 100% coverage, no bleed through or shading from previous finish.

It shall be the Contractor's responsibility to own and use a dry and wet film thickness gauge to check application thickness as the work progresses and be based on the SSPC-PA 2 "Procedure for Determining Conformance to Dry Coating Thickness Requirements"

Contractor shall site clear all materials.

Contractor shall be responsible for any permits that are required for this project and all work shall meet all local codes.

Provide a one year labor warranty and manufacturer's paint warranty.

B. On-site Work Hours: In addition to weekends and holidays, work may also be performed Monday through Friday subject to the following limitations:

1. Work may not begin earlier than 7:00 a.m. and may continue into the evening during daylight hours.

2. Work must not interfere with employee or public access to the facility. Maintain at least one of the main public entrances at all times as well as all emergency exits.

PROPOSED TERM OF CONTRACT

The proposed term of the contract is **sixty (60) days or until project is complete.**

SCHEDULE FOR SELECTION

RFP Available:	June 13, 2024
Optional Pre-bid Meeting	June 25, 2024
Deadline for submittal of Questions:	June 26, 2024
Response to Questions:	July 1, 2024
Deadline for submittal of Proposal:	July 3, 2024

U.S. National Corp. dba Jimenez Painting Company
10205 San Fernando Road
Pacoima CA 91331
Office (818) 686-2166

Cost Estimate

Date	Estimate #
7/10/2024	203306

Phone: (818) 894-8420 / (818) 216-7000

E-mail: maryg@usnationalcorp.com

Alt E-mail : fredj@usnationalcorp.com

Submitted To:
City of San Fernando 117 Macneil St, San Fernando, Ca 91340 Attn: Manuel Fabian 818-898-1243

Project Name and Job Site Location:
Exterior Painting of San Fernando City Hall 117 Macneil Street, San Fernando, Ca 91340

Item Number	Description	Qty	Rate	Total
1	<p>Exterior Painting of San Fernando City Hall</p> <p>Scope of Work:</p> <ol style="list-style-type: none"> 1. Pressure wash entire building in preparation for painting. This includes the brick area which is not being painted. 2. Damaged areas shall be repaired to match original surface. 3. Stucco surface and galvanized steel is to be prepared and painted with the same color. 4. Repair damaged exterior wall finish coat to match surrounding finish. 5. Paint entire exterior of City Hall including doors and windows. 6. Clean and seal quarry tile. 7. Clean and seal slumped block 8. Clean and paint CMU wall 9. Clean and apply wood stain to wood trellis 10. Clean and apply wood stain to soffit 11. Clean and apply wood stain to benches 12. Clean and paint metal doors 13. Clean and paint metal flashing 14. Clean and paint rain gutters and spouts 15. Clean and paint antenna pole 16. Clean and paint handrails 17. Clean and paint metal equipment screen on rooftop. (Addendum 1) <p>Painting - Labor and Materials</p> <p>NOTE</p> <p>*Addendum 1 issued July 1, 2024 - Acknowledged</p> <p>*Addendum 2 issued July 2, 2024 - Acknowledged</p> <p>*Addendum 2.1 issued July 2, 2024 - Acknowledged</p> <p>If this proposal is satisfactory please initial each item, sign and email to Mary Martinez at maryg@usnationalcorp.com</p>	1	39,880.00	39,880.00

All work to be done in a safe workmanlike manner.

All work to be done as specified at the time of jobwalk.

Total:

U.S. National Corp. dba Jimenez Painting Company
10205 San Fernando Road
Pacoima CA 91331
Office (818) 686-2166

Cost Estimate

Date	Estimate #
7/10/2024	203306

Phone: (818) 894-8420 / (818) 216-7000

E-mail: maryg@usnationalcorp.com Alt E-mail : fredj@usnationalcorp.com

Submitted To:
City of San Fernando 117 Macneil St, San Fernando, Ca 91340 Attn: Manuel Fabian 818-898-1243

Project Name and Job Site Location:
Exterior Painting of San Fernando City Hall 117 Macneil Street, San Fernando, Ca 91340

Item Number	Description	Qty	Rate	Total
	<p>*All other work not specified on this proposal will not be done by U.S National Corp.</p> <p>*This proposal is valid for thirty (90) days from the date stated on this proposal. If acceptance is received after this period has lapsed, the project may be required to be requoted.</p> <p>*Prevailing Wage applies & DIR Certified Payroll Reporting.</p> <p>Accepted By: _____ Signature: _____ Date: _____</p> <div>If this proposal is satisfactory please initial each item, sign and email to Mary Martinez at maryg@usnationalcorp.com</div>			

All work to be done in a safe workmanlike manner.

All work to be done as specified at the time of jobwalk.

Total:

\$39,880.00

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Wendell Johnson, Director of Public Works

Date: August 5, 2024

Subject: Consideration to Adopt a Resolution Appropriating Equipment Replacement Fund Reserves and Authorize Purchase Change Orders to Pay Outstanding Enterprise Fleet Management Invoices

RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 8323 appropriating \$63,963 from the Equipment Maintenance and Replacement Fund Reserve Fund balance;
- b. Authorize Purchase Change Orders in an amount not to exceed \$63,963 for the previous shortage due to costs associated with delivery, destination, title and vehicle tax charges with Enterprise Fleet Management; and
- c. Authorize the City Manager to make any non-substantive changes and execute the Agreement and all related documents.

BACKGROUND:

1. During Fiscal Year (FY) 2021-2022, staff met with representatives from Enterprise Fleet Management (Enterprise) to discuss leasing options for the City's fleet vehicles using their open-ended equity leasing program.
2. On July 5, 2022, City Council authorized the purchase of 10 new vehicles through the open-ended equity leasing program offered by Enterprise Fleet Management through the Sourcwell Cooperative Purchasing Program in an amount not to exceed \$100,258.08.
3. On April 3, 2023, City Council authorized the purchase of a 2024 Ford 650 Regular Cab Gasoline Engine Dump/Brush Truck with by Enterprise Fleet Management through the Sourcwell Cooperative Purchasing Program in an amount not to exceed amount of \$128,744.44.

Consideration to Adopt a Resolution Approving the Use of Enterprise Replacement Fund Balance Reserves and Authorize Purchase Change Orders to Pay Outstanding Enterprise Fleet Management Invoices

Page 2 of 3

ANALYSIS:

Maintaining and updating the City's fleet is crucial for ensuring operational efficiency, cost-effectiveness, safety, environmental responsibility, and budget predictability. Reliable vehicles and equipment are essential for the seamless functioning of critical departments such as Police, Public Works, Community Development, and Recreation and Community Services. Regular updates reduce the risk of breakdowns and costly repairs, enhance safety with modern features, better performance and support environmental sustainability through newer, more fuel-efficient technologies. Having a modern and diversified fleet can enhance the City's ability to respond to emergencies. Natural disasters, or other unforeseen events ensuring that essential services can continue even in challenging circumstances. Additionally, a proactive approach to fleet management allows for better financial planning, preventing large, unexpected expenditures and ensuring that the City's resources are used efficiently.

The City has an existing fleet of 65 vehicles and heavy equipment which are used by Police, Public Works, Community Development, and Recreation and Community Services departments. For the last several years, the City has been setting aside funds over the useful lifespan of the vehicle to ensure there are sufficient funds available in the future for replacement.

In Fiscal Year 2021-2022, the City conducted an analysis regarding strategies for replacing its aging fleet of heavy equipment and vehicles. As a result, staff recommended the City enter into an agreement with Enterprise Fleet Management for the replacement of passenger cars, light duty and heavy duty trucks, and equipment to update the City's aging fleet while minimizing the upfront capital cost.

In 2022, the City purchase of 10 new vehicles through the open-ended equity leasing program with Enterprise Fleet Management in an amount not-to-exceed \$100,258.08; and on April 3, 2023, the City Council authorized the purchase of a 2024 Ford F650 Regular Cab Dump Truck in an amount not-to-exceed \$128,788.44. All vehicles have been delivered to the City and are now in operation. Unfortunately, charges associated with delivery, destination, title and vehicle tax were not included in the Fiscal Year 2023-2024 Approved Budget and associated purchase orders to complete payments for final invoices. In order to make final payment on the outstanding invoices for the 10 new vehicles and one new Dump Truck, staff is requesting authorization to increase the existing Purchase Orders and appropriate the associated funds from the Equipment Replacement Fund.

BUDGET IMPACT:

The total cost associated with paying final invoices through June 30, 2024 with Enterprise Fleet Management are \$63,963 and are outlined as follows:

Consideration to Adopt a Resolution Approving the Use of Enterprise Replacement Fund Balance Reserves and Authorize Purchase Change Orders to Pay Outstanding Enterprise Fleet Management Invoices

Page 3 of 3

PO #12939 – 10 VEHICLE LEASE			
ACCOUNT	PO TOTAL	INVOICE TOTAL	AMOUNT NEEDED
041-311-0000-4500	76,856.64	139,945.58	63,088.94
041-420-0000-4500	8,528.16	7,602.69	(925.47)
041-152-0000-4500	14,867.28	1,908.96	(12,958.32)
<i>Subtotal:</i>	<i>100,252.08</i>	<i>149,457.23</i>	<i>49,205.15</i>
PO #12919 – Ford F650 REGULAR CAB DUMP TRUCK			
ACCOUNT	PO TOTAL	INVOICE TOTAL	AMOUNT NEEDED
041-311-0000-4500	128,788.44	143,045.81	14,257.37
<i>Subtotal:</i>	<i>128,788.44</i>	<i>143,045.81</i>	<i>14,257.37</i>
TOTAL:	\$229,040.52	\$292,503.04	\$63,462.52

Funds for the previous shortages are available for appropriation in the reserve fund balance in the Equipment Maintenance and Replacement Fund (Fund 041), which currently has a sufficient reserve balance of \$1,010,405. The proposed Budget Resolution will allow staff to appropriate the funds in the Equipment Maintenance and Replacement Fund and will give staff the authority to pay for the shortage due to unforeseen charges associated with delivery, destination, title and vehicle tax charges with Enterprise Fleet Management

CONCLUSION:

Staff recommends that the City Council adopt Resolution No. 8323 and authorize purchase change orders in an amount not to exceed \$63,963 for the previous shortage due to unforeseen charges associated with delivery, destination, title and vehicle tax charges with Enterprise Fleet Management.

ATTACHMENT:

A. Resolution No. 8323

RESOLUTION NO. 8323

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO,
CALIFORNIA, AMENDING THE BUDGET FOR THE FISCAL YEAR 2023-2024
ADOPTED ON JUNE 20, 2023, TO UTILIZE ENTERPRISE MAINTENANCE
AND REPLACEMENT FUND RESERVES TO PAY OUTSTANDING ENTERPRISE
FLEET MANAGEMENT INVOICES

WHEREAS, the City Council has received and considered the proposed adjustment to the budget for Fiscal Year 2023-2024, commencing July 1, 2023, and ending June 30, 2024; and

WHEREAS, the City Council has determined that it is necessary to amend the revenues and expenditures of the current City budget; and

WHEREAS, the City requires additional funding to closeout water importing services provided by the Metropolitan Water District; and

WHEREAS, the annual budget for the City of San Fernando for the Fiscal Year beginning July 1, 2023 and ending June 30, 2024, a copy of which is on file in the City Clerk’s Office, was adopted on June 20, 2023.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, DOES HEREBY RESOLVE, FIND, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. The following adjustments are made to the City Budget:

ENTERPRISE MAINTENANCE/REPLACEMENT FUND BALANCE

Increase in Expenditures	
041-311-0000-4500	\$77,346.31
Decrease in Expenditures	
041-420-0000-4500	\$925.47
041-152-0000-4500	\$12,958.32

SECTION 2. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the Office of the City Clerk.

PASSED, APPROVED, AND ADOPTED THIS 5th day of August, 2024.

Celeste T. Rodriguez, Mayor of the City of
San Fernando, California

ATTEST:

Julia Fritz, City Clerk

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8323, which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof, held on the 5th day of August 2024, by the following vote of the City Council:

AYES:

NAYS:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this _____ day of August 2024.

Julia Fritz, City Clerk

*This Page
Intentionally
Left Blank*

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Sergio Ibarra, Personnel Manager

Date: August 5, 2024

Subject: Consideration to approve a Memorandum of Understanding Establishing a Compensation Plan for the San Fernando Police Officers' Association Police Management Unit, and Adopt a Resolution Amending the Salary Plan for Fiscal Year 2024-2025

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a corrected Memorandum of Understanding (MOU) (Attachment "A" – Contract No. 2278) between the City of San Fernando and the San Fernando Police Officers' Association Police Management Unit (SFPOA-PMU) for a 4.5-year term (January 1, 2024 through June 30, 2028);
- b. Adopt Resolution No. 8324 (Attachment "B") amending the Salary Plan for Fiscal Year 2024-2025; and
- c. Authorize the City Manager to make non-substantive corrections and execute all related documents.

BACKGROUND:

1. On February 3, 2020, the City Council approved a five-year MOU (Contract No. 1939) with SFPOA-PMU that includes certain changes to salaries and benefits for the term of July 1, 2019 through June 30, 2024.
2. In January 2024, the City and SFPOA-PMU met to begin negotiations for a successor MOU. City and SFPOA-PMU met regularly between January 2024 through May 2024.
3. On June 3, 2024, the City Council approved the SFPOA-MOU Contract No. 2251. Subsequent to City Council approval, it was discovered that the version of the proposed MOU was attached to the Agenda Report included a few errors.

Consideration to approve the Memorandum of Understanding Establishing a Compensation Plan for San Fernando Police Officer’s Association Management Unit, and Adopt a Resolution Amending the Salary Plan for Fiscal Year 2024-2025

Page 2 of 3

ANALYSIS:

The City Council approved an SFPOA-PMU MOU on June 3, 2024 based on the terms and conditions tentatively agreed upon between the City and SFPOA-PMU. However, subsequent to the approval of the MOU, it was discovered that an earlier draft version of the MOU was attached to the Agenda Report. The version of the MOU that was attached to the June 3, 2024 Agenda Report did not accurately reflect the agreed upon terms and conditions. Specifically, it included incorrect language regarding agreed upon changes to Management Leave and an error in calculating the agreed upon salary range.

Once the errors were discovered, staff met with the SFPOA-PMU to clarify the changes to the Management Leave section and correction to the salary ranges. It is important to note that the error in the salary range was in the arithmetic that resulted in the wrong salary range being reflected in the MOU document. It did not impact the agreed upon percentage increases or overall fiscal impact of the MOU. Although the corrections may be considered non-substantive, out of an abundance of caution, staff is presenting the corrected MOU (Attachment “A”) for City Council approval.

Staff believes the proposed corrected MOU between the City and SFPOA-PMU represents a balanced agreement that provides fair compensation to SFPOA-PMU employees in exchange for concessions that will limit the City’s long-term health care costs exposure, decrease pension costs through cost sharing with employees, and improves the City’s long-term stability. The full salary schedule and corrected salary steps are incorporated in the SFPOA-PMU MOU document.

BUDGET IMPACT:

The total annual net additional cost of the proposed Resolution is outlined in the table below:

Fiscal Year	General Fund	Retirement Fund
2023-2024 Additional Cost	\$16,750	\$6,000
2024-2025 Additional Cost	\$20,000	\$5,000
2025-2026 Additional Cost	\$18,500	\$6,750
2026-2027 Additional Cost	\$18,500	\$6,750
2027-2028 Additional Cost	\$16,000	\$6,000

Sufficient contingency funds have been included in the Fiscal Year 2023-2024 & 2024-2025 Adopted Budgets to cover the additional cost.

CONCLUSION:

Consideration to approve the Memorandum of Understanding Establishing a Compensation Plan for San Fernando Police Officer's Association Management Unit, and Adopt a Resolution Amending the Salary Plan for Fiscal Year 2024-2025

Page 3 of 3

It is recommended that the City Council approve the corrected SFPOA-PMU MOU (Attachment "A" – Contract No. 2251) between the City and the SFPOA-PMU for a 4.5-year term (January 1, 2024 through June 30, 2028); and adopt a resolution amending the correcting Salary Plan for Fiscal Year 2024-2025; and authorize the City Manager to make non-substantive corrections and execute all related documents.

ATTACHMENT:

- A. SFPOA-PMU Contract No. 2278
- B. Resolution No. 8324 amending the Salary Plan for Fiscal Year 2024-2025
City Council SFPOA-PMU MOU approved on June 3, 2024 Contract No. 2251



MEMORANDUM OF UNDERSTANDING (MOU)

**San Fernando
Police Officers' Association
Police Management Unit
(SFPOA PMU)**

**City of San Fernando
(City)**

SFPOA REPRESENTATION

Robert M. Wexler

MOU TERM

January 1, 2024 – June 30, 2028

CITY CONTRACT NO.

2278

ADOPTION DATE

August 5, 2024

MOU: SFPOA PMU (2024-2028)
TABLE OF CONTENTS

ARTICLE 1 INTRODUCTION	1
1.01 PREAMBLE	1
1.02 RECOGNITION	1
1.03 IMPLEMENTATION OF THE MEMORANDUM OF UNDERSTANDING (MOU)	1
1.04 PROVISIONS OF LAW AND SEVERABILITY	1
1.05 DURATION OF THE MEMORANDUM OF UNDERSTANDING (MOU)	2
1.06 CITY RIGHTS	2
1.07 EMPLOYEE RIGHTS	2
2.01 MEDICAL, DENTAL, AND VISION INSURANCE FOR ACTIVE EMPLOYEES	3
2.02 MEDICAL INSURANCE FOR RETIREES	4
2.03 LIFE INSURANCE	5
2.04 LONG-TERM AND SHORT-TERM DISABILITY INSURANCE	5
2.05 FLEXIBLE SPENDING ACCOUNT	5
ARTICLE 3 RETIREMENT BENEFITS	6
3.01 RETIREMENT FORMULA	6
3.02 CALPERS CONTRIBUTIONS	6
3.03 OTHER RETIREMENT BENEFITS	7
ARTICLE 4 LEAVE BENEFITS	7
4.01 ANNUAL LEAVE	7
4.02 HOLIDAY PAY	8
4.03 MANAGEMENT LEAVE	9
4.04 WORK FLEX FOR SPECIAL CIRCUMSTANCES	9
4.05 BEREAVEMENT LEAVE	9

MOU: SFPOA PMU (2024-2028)**TABLE OF CONTENTS**

4.06	CATASTROPHIC LEAVE DONATION PROGRAM	10
4.07	INDUSTRIAL LEAVE	10
<u>ARTICLE 5</u>	<u>SALARY</u>	<u>10</u>
5.01	SALARY	10
5.02	DEFINITIONS	11
5.03	CALCULATION OF BENEFITS	11
<u>ARTICLE 6</u>	<u>LONGEVITY PAY</u>	<u>11</u>
6.01	LONGEVITY	11
<u>ARTICLE 7</u>	<u>BILINGUAL PAY</u>	<u>12</u>
7.01	BILINGUAL	12
<u>ARTICLE 8</u>	<u>UNIFORM ALLOWANCE</u>	<u>12</u>
8.01	UNIFORM	12
<u>ARTICLE 9</u>	<u>CONTRACT DUTY</u>	<u>13</u>
9.01	CONTRACT DUTY	13
9.02	DEFINITIONS	13
<u>ARTICLE 10</u>	<u>OUT-OF-CLASS PAY</u>	<u>13</u>
10.01	ACTING OUT OF CLASS	13
<u>ARTICLE 11</u>	<u>OTHER COMPENSATION</u>	<u>13</u>
<u>ARTICLE 12</u>	<u>WORK SCHEDULES</u>	<u>13</u>
12.01	ALL EMPLOYEES	13
<u>ARTICLE 13</u>	<u>TAKE HOME VEHICLES</u>	<u>14</u>
13.01	VEHICLES	14

MOU: SFPOA PMU (2024-2028)**TABLE OF CONTENTS**

<u>ARTICLE 14</u>	<u>DISCIPLINARY PROCEDURES</u>	<u>14</u>
14.01	DISCIPLINARY PROCEDURES	14
<u>ARTICLE 15</u>	<u>LAYOFFS</u>	<u>14</u>
15.01	LAYOFFS	14
<u>ARTICLE 16</u>	<u>ASSOCIATION BUSINESS</u>	<u>15</u>
16.01	ACCESS TO WORK LOCATIONS	15
16.02	ASSOCIATION ACTIVITY ON DUTY	15
16.03	DUES DEDUCTION	15
<u>ARTICLE 17</u>	<u>MAINTENANCE OF BENEFITS</u>	<u>15</u>
17.01	CONTINUATION OF WAGES, HOURS, AND WORKING CONDITIONS	15
<u>ARTICLE 18</u>	<u>POLICIES AND PROGRAMS</u>	<u>16</u>
18.01	NEPOTISM PROHIBITED	16
18.02	OTHER POLICIES	16
<u>ARTICLE 19</u>	<u>PUBLICATION OF AGREEMENT</u>	<u>17</u>
19.01	PUBLICATION OF AGREEMENT	17
<u>ARTICLE 20</u>	<u>PROMOTIONAL PREFERENCE POINTS</u>	<u>17</u>
<u>APPENDIX A: SALARY SCHEDULE</u>		<u>19</u>

MOU: SFPOA PMU (2024-2028)Page 1 of 19

ARTICLE 1 INTRODUCTION**1.01 PREAMBLE**

This Memorandum of Understanding ("MOU"), by and between the San Fernando Police Officers' Association Police Management Unit (the "Association") and the City of San Fernando (the "City") (collectively referred to herein as "the parties") has, as its purpose, the promotion of fair and harmonious relations between the City and the Association and its members, the establishment of a fair, just, equitable, and peaceful procedure for the resolution of problems and differences, and the establishment of wages, hours, and working conditions and other conditions of employment that impact the employees within this bargaining unit.

1.02 RECOGNITION

The City recognizes the Association as the exclusive bargaining representative of the employees in the Police Management Unit, subject to the right of an employee to self-representation. The term "employee" or "employees" is used in this MOU to refer to those employees in the classifications of Police Commander -, and such other classifications within the police management ranks as may, from time to time, be added to the unit by the City.

1.03 IMPLEMENTATION OF THE MEMORANDUM OF UNDERSTANDING (MOU)

This MOU constitutes the parties' joint recommendation. This MOU shall be binding upon the parties, whenever the following conditions are satisfied:

1. The Association has notified the City Council that the Association has formally approved this MOU in its entirety; and
2. The City Council has approved and adopted this MOU in its entirety.

Whenever any ordinance, rule, regulation, resolution or other action is required for the implementation of this MOU, such ordinance, rule, regulation, etc. will provide for an effective date the same as provided for in this MOU or make other equivalent provisions therefore.

The parties agree that any City resolutions, ordinances, rules, regulations or practices that conflict with this MOU and its provisions are subordinate to this MOU, and where conflicts exist this MOU shall prevail.

1.04 PROVISIONS OF LAW AND SEVERABILITY

The parties agree that this MOU is subject to all current and future applicable federal, state, and local laws.

MOU: SFPOA PMU (2024-2028)Page 2 of 19

If any Article, part, or provision of this MOU conflicts with or is inconsistent with applicable provisions of federal, state or local law, or is otherwise held to be invalid or unenforceable by a court of competent jurisdiction, such article, part, or provision shall be suspended or superseded by such applicable law or regulation, and the remainder of the MOU shall not be affected thereby.

1.05 DURATION OF THE MEMORANDUM OF UNDERSTANDING (MOU)

This MOU shall be effective beginning 12:00 a.m. on January 1, 2024, and shall terminate at 11:59 p.m. on June 30, 2028.

On or about April 1, 2028, the Association shall present a written proposal to the City on all matters that would affect the City's next succeeding fiscal budget including, but not limited to salaries, fringe benefits, and other cost item conditions of employment with the City. The parties shall begin meeting and conferring in good faith within thirty (30) days of the Association's presentation of its proposal.

All of the current terms and conditions in this MOU shall remain in effect until either a successor agreement is reached between the parties or a specific expiration date is otherwise provided for in this MOU.

1.06 CITY RIGHTS

The City's rights include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions, and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means, and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

1.07 EMPLOYEE RIGHTS

Employees shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations including but not limited to wages, hours, and other terms and condition of employment. Employees also shall have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the City. No employee shall be interfered with, intimidated, restrained, coerced, retaliated or discriminated against by the City or by any employee organization because of the exercise of these rights.

ARTICLE 2 INSURANCE BENEFITS

2.01 MEDICAL, DENTAL, AND VISION INSURANCE FOR ACTIVE EMPLOYEES

The City contracts with the California Public Employees’ Retirement System (CalPERS) for medical insurance coverage (Medical Insurance Plan). Eligible new hires are covered under the City’s Medical Insurance Plan on the first day of the month following enrollment.

The City shall pay the full cost of the employee’s selected Medical Insurance Plan, not to exceed the premium costs of the third most expensive plan available at each plan level (e.g., employee, employee +1, and employee + 2 or more) offered by CalPERS for the Los Angeles County region (i.e., Region 3). Such payment shall include the statutory PEMHCA minimum. The maximum City contribution for 2024 shall be as follows:

	January 1, 2024
Employee only:	\$926
Employee + 1:	\$1,863
Employee +2 or more:	\$2,371

An employee who elects to enroll in a medical plan that exceeds the City’s contribution for the third highest plan offered shall pay the amount exceeding the City’s contribution through automatic pre-tax payroll deductions, as permitted by IRS Code Section 125.

Vision and Dental Insurance

In addition to medical insurance premiums, the City shall provide fully paid dental and vision coverage for all employees and eligible dependents.

Opt Out

Unit employees may elect to discontinue participation in the City’s Medical Insurance Plan (“Opt Out”), subject to provisions set forth below. The intent of this provision is to share cost savings that the City will derive as a result of a unit employee canceling City coverage.

1. Unit employees electing to waive City medical insurance coverage for themselves and all eligible family members must annually provide the City with proof of other health/medical insurance coverage that meets the minimum essential coverage requirements, as established by the Affordable Care Act, through another source (other than coverage in the individual market, whether or not obtained through Covered California, and must waive any liability to the City for their decision to cease coverage under the City’s Medical Insurance Plan.

MOU: SFPOA PMU (2024-2028)Page 4 of 19

2. For employees who Opt-out of the City medical insurance coverage, the City shall deposit, on behalf of the employee, an amount equal to the most expensive family level dental and vision premiums (currently \$210 per month) each month into a Retiree Health Savings Account.
3. After electing to Opt Out, a unit employee who later requests to re-enroll under the City plan can only do so during the open enrollment period or after a qualifying event as permitted by the insurance carrier.
4. For medical insurance plans, when a unit employee is the spouse of another benefited City employee, the affected employees shall have the option of:
 - a. Receiving the City's contribution for medical insurance, as outlined above, and selecting coverage as a single employee; or
 - b. One (1) employee may select a plan and list the spouse as a dependent under the two-party or family coverage, as applicable, and the remaining employee may opt-out as outlined above.

2.02 MEDICAL INSURANCE FOR RETIREES

The City has previously adopted a Resolution to implement the retiree medical insurance vesting schedule, pursuant to the provisions of California Government Code, Section 22893. This vesting schedule applies to unit employees initially hired by the City on or after July 1, 2008, the date the Resolution was approved by CalPERS.

1. Retiree Medical Tier I: Employees hired on or before June 30, 2008:
 - a. If retired on or before December 31, 2012, 100% paid medical insurance benefits for employee and eligible dependents;
 - b. If retired on or after January 1, 2013, 100% paid medical insurance for employee and eligible dependents, excluding PERS Platinum plan, if the most expensive.
2. Retiree Medical Tier II: Employees hired on or after July 1, 2008, but on or before June 30, 2015:
 - a. If retired on or before December 31, 2012, a percentage of the medical insurance plan premium determined by the vesting schedule set forth in California Government Code Section 22893 for whatever plan is selected by the employee for himself and eligible dependents.
 - b. If retired on or after January 1, 2013, a percentage of the medical insurance plan premium determined by the vesting schedule set forth in California Government Code

MOU: SFPOA PMU (2024-2028)Page 5 of 19

Section 22893 for whatever plan is selected by the employee for himself and eligible dependents, except PERS Platinum plan, if the most expensive.

3. Retiree Medical Tier III: Employees hired on or after July 1, 2015:
 - a. PEMHCA minimum (currently \$157 per month for 2024), in accordance with California Government Code Section 22892.
 - b. Effective beginning the pay period that includes January 1, 2024, the City will contribute \$150 per pay period into a Retiree Medical Trust Account (RMTA). Employees shall receive the City's contribution to the RMTA effective the first day of the month following their date of hire.

2.03 LIFE INSURANCE

The City shall provide Life and Accidental Death & Dismemberment insurance to each employee and pay the required premiums. The benefit of said insurance shall be equal to fifty-thousand dollars (\$50,000).

2.04 LONG-TERM AND SHORT-TERM DISABILITY INSURANCE

Beginning January 2024, the City shall pay to the Association a monthly amount that is the product of \$80 times the number of bargaining unit employees. The Association agrees to purchase and pay for long-term and short-term disability benefits on behalf of each unit member. The City will have no responsibility for the administration of such benefits, and the Association shall be solely responsible for any claims or grievances regarding the provision of securing such benefits. Employees shall have no right to grieve any disputes regarding this benefit under the terms of this MOU.

2.05 FLEXIBLE SPENDING ACCOUNT

Effective January 1, 2024, the City shall establish a Flexible Spending Account ("FSA") in accordance with the applicable Internal Revenue Code sections to allow employees to pay certain medical expenses pre-tax. This account will be funded solely by employees who voluntarily choose to participate and contribute.

MOU: SFPOA PMU (2024-2028)Page 6 of 19

ARTICLE 3 RETIREMENT BENEFITS**3.01 RETIREMENT FORMULA**

All employees covered under this MOU shall be members of CalPERS and subject to all applicable provisions of the City's contract with CalPERS, as amended.

The City provides retirement benefits to eligible unit employees through CalPERS as set forth below. The definitions of "new" member and "classic" member are set forth in the Public Employee Pension Reform Act of 2013 (PEPRA).

1. First Tier: "Classic" members hired prior to January 6, 1994 will receive the 3% at 50, highest twelve (12) consecutive months' compensation retirement calculation.
2. Second Tier: Classic members hired on or after January 6, 1994 will receive the 3% at 50, highest thirty-six (36) consecutive months' average compensation retirement calculation.
3. Third Tier: "Classic" members hired on or after September 8, 2012 will receive the 3% at 55, highest thirty-six (36) consecutive months' average compensation retirement calculation.
4. Fourth Tier: "New" members hired on or after January 1, 2013 will receive the 2.7% at 57, highest thirty-six (36) consecutive months' average compensation retirement calculation.

3.02 CALPERS CONTRIBUTIONS

1. Employer Paid Member Contributions for Classic Members

The City shall pay 9.0% of compensation earnable towards the employee's required CalPERS contribution for "Classic" CalPERS members. This payment shall be treated as a "pick up" of employee contributions pursuant to Internal Revenue Code section 414(h)(2).

The City shall report the value of the Employer Paid Member Contribution ("EPMC") to CalPERS as compensation earnable on behalf of each employee, pursuant to California Government Code Section 20636(c)(4).

2. PEPRA Member Contributions

In accordance with PEPRA, "New" members shall pay, by pre-tax payroll deduction, the full employee contribution of 50% of the total normal cost.

MOU: SFPOA PMU (2024-2028)Page 7 of 19

3. CalPERS Cost Sharing

Classic employees shall pay four percent (4%) as cost sharing, in accordance with California Government Code section 20516(f).

3.03 OTHER RETIREMENT BENEFITS

The City also provides the following retirement benefits:

1. Pre-Retirement Optional Settlement 2 Death Benefit (Gov. Code §21548).
2. For employees who initially entered CalPERS membership before January 6, 1994, up to a 5% Annual Cost-of Living Allowance, as determined by CalPERS. For employees who initially entered CalPERS membership on or after January 6, 1994, up to a 2% Annual Cost-of Living Allowance, as determined by CalPERS (Gov. Code §21335).
3. Fourth Level of 1959 Survivor Benefits (Gov. Code §21574).

ARTICLE 4 LEAVE BENEFITS**4.01 ANNUAL LEAVE**

Unit employees earn Annual Leave in lieu of Vacation and Sick Leave. Annual Leave is intended to provide time for an employee to be away from the work environment and to enable such employee to return to work mentally and physically refreshed.

The City shall provide for Annual Leave to accrue on a payroll-to-payroll basis prorated in accordance with the following rates.

1. 160 hours for 1 – 5 years of City service
2. 200 hours for 6 – 10 years of City service
3. 240 hours for 11 or more years of City service

Annual Leave may be taken upon prior approval and in the manner prescribed by the Police Chief or his/her designee.

Unit members may accrue up to four hundred (400) hours of Annual Leave.

Upon the employee's separation from City service, the employee shall be compensated for any unused Annual Leave at his or her regular rate of pay.

MOU: SFPOA PMU (2024-2028)Page 8 of 19

Annual Leave Cash Out

An employee may make an irrevocable election to cash out up to eighty (80) hours of accumulated Annual Leave at their regular rate of pay in the following calendar year. On the pay day for the pay period which includes Thanksgiving in the following year, the employee will receive cash for the amount of Annual Leave the employee irrevocably elected to cash out in the prior year, provided the employee still has a minimum of eighty (80) hours of accrued Annual Leave remaining after the cash out. If, however, the employee's Annual Leave balance would result in less than eighty (80) hours remaining after the cash out, the employee will receive cash for the amount of Annual Leave above eighty (80) hours that the employee has accrued at the time of the cash out. An employee that does not make a specific election by December 31st, will be deemed to have elected the same level of cash out as the preceding year.

Promotion from SFPOA

Employees who promote into the Police Management Unit from the San Fernando Police Officers' Association (SFPOA) and have pre-existing Sick Leave, Vacation Leave, Comp Time, Police Comp Time, and Holiday Leave accrual balances shall have their leaves converted to annual leave on a 1:1 basis, except sick leave, which shall be converted on a 2:1 basis (i.e., 2 hours of sick leave shall convert to 1 hours of annual leave). Such conversions shall occur within 30 days of the employee's transfer into the bargaining unit. After the Annual Leave conversion is calculated, the employee will be paid out for any annual leave hours in excess of three hundred (300) hours at their regular rate of pay immediately prior to the promotion.

4.02 HOLIDAY PAY

In recognition of the fact that employees do not receive holidays as days off, the City shall pay employees an additional eight and sixty-seven one-hundredths (8.67) hours per month as Holiday-in-Lieu pay. Such holiday pay shall be in recognition of the following holidays:

1. New Year's Day
2. Martin Luther King, Jr. Day
3. Lincoln's Birthday
4. Washington's Birthday
5. Cesar Chavez' Birthday
6. Memorial Day
7. Juneteenth National Independence Day
8. Independence Day
9. Labor Day
10. Columbus Day
11. Veterans Day
12. Thanksgiving Day
13. Christmas Day

MOU: SFPOA PMU (2024-2028)Page 9 of 19

4.03 MANAGEMENT LEAVE

Management leave provides a means of compensation for hours worked by exempt employees beyond their normal work schedule.

The City shall provide one hundred and twenty hours of Management Leave per year, to be credited as follows:

- On January 1 of each year, employees shall be credited with eighty (80) hours Management Leave per year. On July 1 of each year, employees shall be credited with an additional forty (40) of Management Leave per year.
- In the first pay period of December each year, the City shall cash out the employee's accrued balance of unused management leave, not to exceed 100 hours per year. With the exception of the maximum 100 hours of management leave that may be cashed out, all management leave hours must be used in the year earned and cannot be carried over from one calendar year to the next.

At the time of separation, any unused management leave hours will be paid at the employee's current hourly rate of pay, on a pro-rated basis.

4.04 WORK FLEX FOR SPECIAL CIRCUMSTANCES

In the event a unit employee must work excess hours due to a non-routine event, the employee may, subject to the Police Chief's prior approval, flex their schedule to take off an equal number of hours on another day, provided the flex day occurs within a two-week period. Hours may not be "banked" for use outside of the two-week period. As used in this Article, the term "non-routine event" includes, but is not limited to, a major incident or investigation, or if acting in a Watch Commander capacity outside of their normal schedule.

4.05 BEREAVEMENT LEAVE

In the event of a death in an employee's Immediate Family, the employee shall be entitled to take up to five (5) days of bereavement leave. Employees shall receive three (3) days of paid leave per incident for bereavement purposes. For the remaining two days of bereavement leave, the employee may choose to use any accrued leave or take two unpaid days off.

For the purposes of implementing this benefit, "Immediate Family" shall mean grandparent, parent, sibling, child, spouse, or registered domestic partner as permitted by California law, or any person living in the employee's household. Proof of residence may be required. "Parent" shall mean biological, foster, or adoptive parent, stepparent, legal guardian or person who has parental rights to employee. "Child" shall mean a biological, adopted, or foster child, stepchild,

MOU: SFPOA PMU (2024-2028)Page 10 of 19

legal ward or a child over whom an employee has parental rights.

The City shall authorize employees one (1) paid day off following the death of an extended family member. For the purpose of implementing this benefit, "Extended Family" shall mean: Aunts, Uncles, and Cousins, godparents or godparent equivalent.

The Police Chief may authorize additional days of leave for bereavement purposes, on an as-needed basis.

4.06 CATASTROPHIC LEAVE DONATION PROGRAM

Employees will be eligible for catastrophic leave donations pursuant to the City's Catastrophic Leave Donation Policy.

4.07 INDUSTRIAL LEAVE

Industrial injury and illness leaves shall be governed by existing guidelines in the City's "Sick Leave with Pay for Illness or Injury Sustained in the Course of Employment" policy in the City existing Management Policy and Procedures Handbook.

If an employee receives Workers' Compensation disability payments to which the employee is not entitled while on Labor Code 4850 leave, the employee shall be obligated to deposit the erroneously paid disability payments with the City for return to the appropriate entity.

ARTICLE 5 SALARY**5.01 SALARY**

The Base Salary for each represented unit classification shall be as set forth in Exhibit "A" – Salary Schedule.

Effective on the first day of the first full pay period including January 1, 2024, the Base Salary for each represented unit classification shall be increased by four percent (4%).

Effective on the first day of the first full pay period including July 1, 2024, the Base Salary for each represented unit classification shall be increased by four percent (4%).

Effective on the first day of the first pay period including July 1, 2025, the Base Salary for each represented unit classification shall be increased by five percent (5%).

MOU: SFPOA PMU (2024-2028)Page 11 of 19

Effective on the first day of the first pay period including July 1, 2026, the Base Salary for each represented unit classification shall be increased by five percent (5%).

Effective on the first day of the first pay period including July 1, 2027, the Base Salary for each represented unit classification shall be increased by four percent (4%).

5.02 DEFINITIONS

As used in this MOU, "Base Salary" means the salary classification, range, and step to which an employee is assigned. It excludes any additional allowances, special pays and non-cash benefits. As used in this MOU, "Regular Rate of Pay" shall be as defined in the Fair Labor Standards Act.

5.03 CALCULATION OF BENEFITS

If applicable, benefits that are a percentage of Base Salary will be applied to the employee's Base Salary only. If an employee is entitled to multiple percentage based benefits, each benefit will be calculated against Base Salary independently (i.e., benefits will not be compounded).

ARTICLE 6 LONGEVITY PAY**6.01 LONGEVITY**

1. The City shall pay longevity to all eligible unit members as follows:
 - a. Upon completion of the fifth year of continuous service as a sworn employee with the City, an additional five percent (5%) over and above the Base Salary step for each employee in this category.
 - b. Upon completion of the tenth year of continuous service as a sworn employee with the City, a total of seven and one-half percent (7.5%) over and above the Base Salary step for each employee in this category.
 - c. Upon completion of the fifteenth year of continuous service as a sworn employee with the City, a total of ten percent (10%) over and above the Base Salary step for each employee in this category.

MOU: SFPOA PMU (2024-2028)Page 12 of 19

ARTICLE 7 BILINGUAL PAY**7.01 BILINGUAL**

The City shall provide Bilingual Pay of one thousand two hundred dollars (\$1,200) per fiscal year, payable in equal installments each pay period (approximately \$46.15 per pay period) to employees that satisfy the following conditions:

1. Employee has satisfactorily demonstrated to the City his/her fluency in the Spanish language, based on written and/or oral testing procedures as selected by the City; and
2. Employee is required in the normal course of his/her duties to communicate in Spanish with members of the public, as determined by the Department Head and approved in writing by the City Manager. For purposes of this provision, all employees in this unit satisfy this criteria.

To the extent permitted by law, this pay shall be reported to CalPERS as compensation earnable and pensionable compensation pursuant to C.C.R. §571(a)(4) and C.C.R. §571.1(b)(3), Bilingual Premium.

Effective January 1, 2024, prior to the implementation of the four percent (4%) base salary increase specified in Section 5.01 on that date, the City shall provide an across-the board base salary increase for the Commander classification of ten and one-half percent (10.5%), in recognition for the parties' elimination of the ten and one-half percent POST/Education Pay incentive. Also effective January 1, 2024, each Commander shall be required to possess a minimum of a POST Supervisory certificate.

ARTICLE 8 UNIFORM ALLOWANCE**8.01 UNIFORM**

The City shall provide employees a uniform allowance of nine hundred sixty dollars (\$960) per fiscal year, payable in equal installments each pay period (approximately \$36.92 per pay period). Any unit employee that does not have an all-weather jacket as of the effective date of this agreement, shall be issued one as soon as possible. Any new employee shall be issued an all-weather jacket upon hire. Employees shall be eligible to have their all-weather jacket replaced once every 5 years, upon their request.

To the extent permitted by law, this pay shall be reported to CalPERS as compensation earnable for all "Classic" members pursuant to CCR §571(a)(5), Uniform Allowance.

MOU: SFPOA PMU (2024-2028)Page 13 of 19

ARTICLE 9 CONTRACT DUTY**9.01 CONTRACT DUTY**

Unit members who, at the employee's discretion, work special assignments typically referred to as "Contract Duty" shall be compensated on an hourly basis for all contract duty worked at one and one-half (1.5) times the "Top Step" base pay of a City Police Sergeant, plus any longevity and certificate pay to which the employee is entitled.

9.02 DEFINITIONS

"Contract Duty" means police services contracted through the City and/or paid for by a private person, business, organization, entity or other government agency. Contract Duty may include police services paid for by grant funds received from other government agencies.

ARTICLE 10 OUT-OF-CLASS PAY**10.01 ACTING OUT OF CLASS**

Any employee appointed by the Police Chief, with City Manager approval, to act in a higher classification, due to a vacancy or prolonged absence in that higher classification, and serving continuously in said classification for at least fifteen (15) continuous working days shall receive the pay established for said higher classification, at whichever step provides the employee with a minimum increase in compensation of five percent (5%), but in no event higher than the top step, during the acting period, retroactive to the first day of said assignment.

The City shall not assign an employee to an acting out of class assignment for more than 960 hours per fiscal year.

ARTICLE 11 OTHER COMPENSATION

[Intentionally left blank]

ARTICLE 12 WORK SCHEDULES**12.01 ALL EMPLOYEES**

Employees shall work a flexible 9/80 work schedule consisting of eight, nine-hour days and one,

MOU: SFPOA PMU (2024-2028)Page 14 of 19

eight-hour day per pay period. This schedule will provide each employee with one “flex” day off each pay period in addition to regular scheduled days off. With approval of the Police Chief or designee, employees may split “flex” time off between two days within the same pay period. In times of emergency, employees will work as needed, provided that the requisite minimum 80 hours are worked each 14-day pay period.

ARTICLE 13 TAKE HOME VEHICLES**13.01 VEHICLES**

Employees shall be assigned an unmarked multi-purpose police vehicle for use to and from home, between work locations and for official City business in accordance with City policy.

ARTICLE 14 DISCIPLINARY PROCEDURES**14.01 DISCIPLINARY PROCEDURES**

The parties agree that the disciplinary procedures shall follow Rule XV of the City of San Fernando Personnel Rules.

ARTICLE 15 LAYOFFS**15.01 LAYOFFS**

In the event it is necessary to lay-off employees due to a reduction in the work force, said lay-off will be by seniority. Seniority for purpose of lay-off shall be determined by the date of original appointment to the class. The seniority list shall include all probationary and permanent employees. Where seniority is equal, the member with the earliest hire time (original appointment to sworn position within the City) shall be determined to have the most seniority.

Temporary and provisional employees in the class involved shall be separated prior to probationary or permanent employees.

Any employee scheduled for lay-off shall have the right to demote to a class within the department, which he/she formally held permanent status and displace the least senior employee in that lower classification. Seniority in this instance would be time served in the lower class and time in a higher classification.

Probationary and permanent employees shall be laid off in the reverse order of seniority.

MOU: SFPOA PMU (2024-2028)Page 15 of 19

ARTICLE 16 ASSOCIATION BUSINESS**16.01 ACCESS TO WORK LOCATIONS**

Reasonable access to employee work locations shall be granted to officers of the Association and its official representatives for the purpose of processing grievances or contacting members of the Association concerning business within the scope of representation. Such officers or representatives shall not enter any work location without the consent of the City Manager or his/her authorized representative. Access shall be restricted so as not to interfere with the normal operations of the Department or with established safety or security requirements. The Association and its members shall be permitted to communicate with one another using the City's e-mail system, provided, however, that such communications are subject to the City's "Computer Resources Policy" regarding electronic mail and the Internet. Violations of that policy will subject the offender to reasonable disciplinary action as stipulated in the said policy.

16.02 ASSOCIATION ACTIVITY ON DUTY

Solicitation of membership and activities concerned with the internal management of any employee organization, such as collecting dues, campaigning for office, conducting elections and distributing literature, will not be permitted during working hours.

16.03 DUES DEDUCTION

The City agrees that during the term of this MOU, it will deduct monies from employees pursuant to notice from the Association certifying that it has received signed authorizations from the employees authorizing these deductions. The dues deductions shall be remitted to the Association each bi-weekly pay period.

The Association, upon receipt of the dues deducted, shall indemnify, defend, and hold the City harmless against any claims made and against any suit instituted against the City on account of check-off of employee association dues. In addition, the Association shall refund the City any amounts paid in error upon presentation of supporting evidence.

ARTICLE 17 MAINTENANCE OF BENEFITS**17.01 CONTINUATION OF WAGES, HOURS, AND WORKING CONDITIONS**

The parties agree that the only changes in terms and conditions of employment intended pursuant to this MOU are those specifically provided herein. Any policies, procedures, benefits, or past practices not herein addressed that affect wages, hours, and/or other terms and conditions of employment shall not be revised to adversely affect the employees covered by this MOU during the term of this MOU unless by mutual agreement of the parties.

MOU: SFPOA PMU (2024-2028)

Page 16 of 19

ARTICLE 18 POLICIES AND PROGRAMS

18.01 NEPOTISM PROHIBITED

1. No person shall be appointed, promoted or hired into a position in the Department when that person's relative already holds a position in the Department and such employment would result in a direct supervisor-subordinate relationship.
2. A direct supervisor-subordinate relationship is one in which one person is responsible for the day-to-day supervision and control of the other person, or is in their direct chain of command. Collateral assignments and occasional, overtime or temporary assignments are not considered to violate this policy.
3. For purposes of this section, "relative" means spouse, child, stepchild, parent, grandparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, niece, nephew, parent-in-law, brother-in-law or sister-in-law.
4. If two Department employees marry, the Department reserves the right to transfer the employee with the least City seniority to another assignment within the Department that is consistent with this policy, and to which a sworn employee would usually be assigned, without loss of pay or benefits.
5. If a member of the Association marries the Police Chief or Police Captain (when there is only one Captain) and no transfer within the Department is possible where the married employees are not in violation of paragraphs A and B, above, the employee with the least City seniority may be transferred to another Department within the City. If no such transfer is possible, that employee may be separated from service.

18.02 OTHER POLICIES

The parties agree that during the term of the MOU they shall work in good faith with one another to create or modify, as applicable, the nepotism, fraternization, social media, and administrative appeals policies of the City. Any such policies shall be implemented or modified by mutual agreement of the parties.

MOU: SFPOA PMU (2024-2028)

Page 17 of 19

ARTICLE 19 PUBLICATION OF AGREEMENT

19.01 PUBLICATION OF AGREEMENT

It is agreed that the City shall furnish each unit member one copy of this MOU.

ARTICLE 20 PROMOTIONAL PREFERENCE POINTS

San Fernando Police Department employees will receive a half (.5) point added to their final promotional test score for each full year of full-time service as a sworn employee with the San Fernando Police Department, up to a maximum of 10 points. The maximum number of preferential points credited to an applicant for both veteran and promotional preferences shall not exceed 10 points (e.g., if an employee qualifies for 7 "Promotional Preference Points" and 5 "Veteran Preference Points," the maximum number of points they shall be credited is 10).

(SIGNATURE PAGE TO FOLLOW)

MOU: SFPOA PMU (2024-2028)

Page 18 of 19

CITY OF SAN FERNANDO

**SAN FERNANDO POLICE OFFICERS
ASSOCIATION POLICE MANAGEMENT
UNIT (SFPOA PMU)**

Nick Kimball	Date
City Manger	

Robert Gallegos, President	Date
----------------------------	------

Erica Melton	Date
Director of Administrative Services	

Paul Ventimiglia,	Date
Vice President	

Sergio Ibarra	Date
Personnel Manager	

Robert M. Wexler	Date
SFPOA PMU Attorney	

MOU: SFPOA PMU (2024-2028)

Page 19 of 19

APPENDIX A: SALARY SCHEDULE**Effective January 1, 2024- Certificate Pay 10.5% + COLA 4%**

Class	Sal. Range	Step A	Step B	Step C	Step D	Step E
Police Commander	75MP	13,204	13,864	14,557	15,285	16,049

Effective July 1, 2024- 4% COLA

Class	Sal. Range	Step A	Step B	Step C	Step D	Step E
Police Commander	75MP	13,732	14,419	15,140	15,897	16,692

Effective July 1, 2025- 5% COLA

Class	Sal. Range	Step A	Step B	Step C	Step D	Step E
Police Commander	75MP	14,419	15,140	15,897	16,692	17,527

Effective July 1, 2026- 5% COLA

Class	Sal. Range	Step A	Step B	Step C	Step D	Step E
Police Commander	75MP	15,140	15,897	16,692	17,527	18,403

Effective July 1, 2027- 4% COLA

Class	Sal. Range	Step A	Step B	Step C	Step D	Step E
Police Commander	75MP	15,746	16,533	17,360	18,228	19,139

RESOLUTION NO. 8324

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO AMENDING PORTIONS OF RESOLUTION NO. 8316, ADOPTED JULY 1, 2024

THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY RESOLVE, FIND, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1: That that portion of Section 1 of Resolution No. 8316, adopted July 1, 2024, as amended, be further amended by deleting “Schedule MP For Police Management on page 6, and replacing it with the following, effective the first day of the first full pay period that includes January 1, 2024:

SCHEDULE MP FOR SWORN POLICE MANAGEMENT (SFPOA-PMU)					
SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
75	13204	13864	14557	15285	16049

SECTION 2: That that portion of Sub-section A of Section 2 of Resolution No. 8316, adopted July 1, 2024, as amended, be further amended by deleting the following on page 9, effective the first day of the first full pay period that includes January 1, 2024:

	<u>SALARY RANGES NUMBER</u>					
<u>CLASSIFICATION</u>	<u>SCHEDULE</u>	<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>	<u>STEP E</u>
Police Commander	75MP	13204	13864	14557	15285	16049

SECTION 3: That that portion of Section 1 of Resolution No. 8316, adopted July 1, 2024, as amended, be further amended by deleting “Schedule MP For Police Management on page 6, and replacing it with the following, effective the first day of the first full pay period that includes July 1, 2024:

SCHEDULE MP FOR SWORN POLICE MANAGEMENT (SFPOA-PMU)					
SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
75	13732	14419	15140	15897	16692

SECTION 4: That that portion of Sub-section A of Section 2 of Resolution No. 8316, adopted July 1, 2024, as amended, be further amended by deleting the following on page 9, effective the first day of the first full pay period that includes July 1, 2024:

	<u>SALARY</u> <u>RANGES</u> <u>NUMBER</u>					
<u>CLASSIFICATION</u>	<u>SCHEDULE</u>	<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>	<u>STEP E</u>
Police Commander	75MP	13732	14419	15140	15897	16692

SECTION 5: That that portion of Section 3 sub-section E “Police Management Unit” of the Resolution No. 8316, adopted July 1, 2024, as amended, be further amended by deleting “Section 3, Subsection E (3) Management Leave For Police Management on page 35-36, and replacing it with the following, effective the first day of the first full pay period that includes January 1, 2024:

Management Leave:

Management Leave provides a means of compensation for hours worked by exempt employees beyond their normal work schedule.

The City shall provide one hundred and twenty hours of Management Leave per year, to be credited as follows:

- On January 1 of each year, employees shall be credited with eighty (80) hours Management Leave per year. On July 1 of each year, employees shall be credited with an additional forty (40) of Management Leave per year.
- In the first pay period of December each year, the City shall cast out the employee’s accrued balance of unused management leave, not to exceed 100 hours per year. With the exception of the maximum 100 hours of management leave that may be cashed out, all management leave hours must be used in the year earned and cannot be carried over from one calendar year to the next.

At the time of separation, any unused management leave hours will be paid at the employee’s current hourly rate of pay, on a pro-rated basis.

SECTION 6: That that portion of Section 3 sub-section E (5) “Police Management Unit” of the Resolution No. 8316, adopted July 1, 2024, as amended, be further amended by deleting “Section 3, Subsection E (5) Uniform Allowance For Police Management on page 36, and replacing it with the following, effective the first day of the first full pay period that includes January 1, 2024:

Uniform Allowance:

The City shall provide employees a uniform allowance of nine hundred sixty dollars (\$960) per fiscal year, payable in equal installments each pay period (approximately \$36.92 per pay period).

Any unit employee that does not have an all-weather jacket as of the effective date of this agreement, shall be issued one as soon as possible. Any new employee shall be issued an all-weather jacket upon hire. Employees shall be eligible to have their all-weather jacket replaced once every 5 years, upon their request.

To the extent permitted by law, this pay shall be reported to CalPERS as compensation earnable for all "Classic" members pursuant to C.C.R. §571(a)(5), Uniform Allowance.

SECTION 7: That that portion of Section 3 sub-section E (6) "Police Management Unit" of the Resolution No. 8316, adopted July 1, 2024, as amended, be further amended by deleting "Section 3, Subsection E (6) Out of Class Pay For Police Management on page 36-37, and replacing it with the following, effective the first day of the first full pay period that includes January 1, 2024:

Out of Class Pay:

Any unit member appointed by the Police Chief, with the City Manager approval, to act in a higher classification, due to a vacancy or prolonged absence in that higher classification, and serving continuously in said classification for at least fifteen (15) continuous working days, shall receive the pay established for said higher classification, at whichever step provides the employee with a minimum increase in compensation for five percent (5%), but in no event higher than the top step, during the acting period, retroactive to the first day of said assignment.

The City shall not assign an employee to an acting out of class assignment for more than 960 hours per fiscal year.

SECTION 8: The City Clerk shall certify to the adoption of this Resolution and shall cause this Resolution and her certification to be filed in the office of the City Clerk.

PASSED, APPROVED, AND ADOPTED this 5th day of August, 2024.

Celeste T. Rodriguez, Mayor of the
City of San Fernando, California

ATTEST:

Julia Fritz, City Clerk

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8324, which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 5TH day of August 2024, by the following vote of the City Council:

AYES:

NAYS:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this ____ day of August, 2024.

Julia Fritz, City Clerk



MEMORANDUM OF UNDERSTANDING (MOU)

**San Fernando
Police Officers' Association
Police Management Unit
(SFPOA PMU)**

**City of San Fernando
(City)**

SFPOA REPRESENTATION

Robert M. Wexler

MOU TERM

January 1, 2024 – June 30, 2028

CITY CONTRACT NO.

2251

ADOPTION DATE

June 3, 2024

ARTICLE 1 INTRODUCTION	1
1.01 PREAMBLE	1
1.02 RECOGNITION	1
1.03 IMPLEMENTATION OF THE MEMORANDUM OF UNDERSTANDING (MOU)	1
1.04 PROVISIONS OF LAW AND SEVERABILITY	1
1.05 DURATION OF THE MEMORANDUM OF UNDERSTANDING (MOU)	2
1.06 CITY RIGHTS	2
1.07 EMPLOYEE RIGHTS	2
2.01 MEDICAL, DENTAL, AND VISION INSURANCE FOR ACTIVE EMPLOYEES	3
2.02 MEDICAL INSURANCE FOR RETIREES	4
2.03 LIFE INSURANCE	5
2.04 LONG-TERM AND SHORT-TERM DISABILITY INSURANCE	5
ARTICLE 3 RETIREMENT BENEFITS	5
3.01 RETIREMENT FORMULA	6
3.02 CALPERS CONTRIBUTIONS	6
3.03 OTHER RETIREMENT BENEFITS	7
ARTICLE 4 LEAVE BENEFITS	7
4.01 ANNUAL LEAVE	7
4.02 HOLIDAY DAYS OFF	8
4.03 MANAGEMENT LEAVE	9
WORK FLEX FOR SPECIAL CIRCUMSTANCES:	9
4.05 SICK LEAVE	9
4.06 BEREAVEMENT LEAVE	9

MOU: SFPOA PMU (2024-2028)**TABLE OF CONTENTS**

4.07	CATASTROPHIC LEAVE DONATION PROGRAM	10
4.08	INDUSTRIAL LEAVE	10
ARTICLE 5	SALARY	10
5.01	SALARY	10
5.02	DEFINITIONS	11
5.03	CALCULATION OF BENEFITS	11
ARTICLE 6	LONGEVITY PAY	11
6.01	LONGEVITY	11
ARTICLE 7	BILINGUAL PAY	11
7.01	BILINGUAL	11
ARTICLE 8	UNIFORM ALLOWANCE	12
8.01	UNIFORM	12
ARTICLE 9	CONTRACT DUTY	12
9.01	CONTRACT DUTY	12
9.02	DEFINITIONS	12
ARTICLE 10	OUT-OF-CLASS PAY	13
10.01	ACTING OUT OF CLASS	13
ARTICLE 11	OTHER COMPENSATION	13
ARTICLE 12	WORK SCHEDULES	13
12.01	ALL EMPLOYEES	13
ARTICLE 13	TAKE HOME VEHICLES	13
13.01	VEHICLES	13

MOU: SFPOA PMU (2024-2028)**TABLE OF CONTENTS**

ARTICLE 14	DISCIPLINARY PROCEDURES	13
14.01	DISCIPLINARY PROCEDURES	14
ARTICLE 15	LAYOFFS	14
15.01	LAYOFFS	14
ARTICLE 16	ASSOCIATION BUSINESS	14
16.01	ACCESS TO WORK LOCATIONS	14
16.02	ASSOCIATION ACTIVITY ON DUTY	15
16.03	DUES DEDUCTION	15
ARTICLE 17	MAINTENANCE OF BENEFITS	15
17.01	CONTINUATION OF WAGES, HOURS, AND WORKING CONDITIONS	15
ARTICLE 18	POLICIES AND PROGRAMS	15
18.01	NEPOTISM PROHIBITED	15
18.02	OTHER POLICIES	16
ARTICLE 19	PUBLICATION OF AGREEMENT	16
19.01	PUBLICATION OF AGREEMENT	16
SALARY SCHEDULE		18
PROMOTIONAL PREFERENCE POINTS		19

MOU: SFPOA PMU (2024-2028)Page 1 of 19

ARTICLE 1 INTRODUCTION**1.01 PREAMBLE**

This Memorandum of Understanding ("MOU"), by and between the San Fernando Police Officers' Association Police Management Unit (the "Association") and the City of San Fernando (the "City") (collectively referred to herein as "the parties") has, as its purpose, the promotion of fair and harmonious relations between the City and the Association and its members, the establishment of a fair, just, equitable, and peaceful procedure for the resolution of problems and differences, and the establishment of wages, hours, and working conditions and other conditions of employment that impact the employees within this bargaining unit.

1.02 RECOGNITION

The City recognizes the Association as the exclusive bargaining representative of the employees in the Police Management Unit, subject to the right of an employee to self-representation. The term "employee" or "employees" is used in this MOU to refer to those employees in the classifications of Police Commander -, and such other classifications within the police management ranks as may, from time to time, be added to the unit by the City.

1.03 IMPLEMENTATION OF THE MEMORANDUM OF UNDERSTANDING (MOU)

This MOU constitutes the parties' joint recommendation. This MOU shall be binding upon the parties, whenever the following conditions are satisfied:

1. The Association has notified the City Council that the Association has formally approved this MOU in its entirety; and
2. The City Council has approved and adopted this MOU in its entirety.

Whenever any ordinance, rule, regulation, resolution or other action is required for the implementation of this MOU, such ordinance, rule, regulation, etc. will provide for an effective date the same as provided for in this MOU or make other equivalent provisions therefore.

The parties agree that any City resolutions, ordinances, rules, regulations or practices that conflict with this MOU and its provisions are subordinate to this MOU, and where conflicts exist this MOU shall prevail.

1.04 PROVISIONS OF LAW AND SEVERABILITY

The parties agree that this MOU is subject to all current and future applicable federal, state, and local laws.

MOU: SFPOA PMU (2024-2028)Page 2 of 19

If any Article, part, or provision of this MOU conflicts with or is inconsistent with applicable provisions of federal, state or local law, or is otherwise held to be invalid or unenforceable by a court of competent jurisdiction, such article, part, or provision shall be suspended or superseded by such applicable law or regulation, and the remainder of the MOU shall not be affected thereby.

1.05 DURATION OF THE MEMORANDUM OF UNDERSTANDING (MOU)

This MOU shall be effective beginning 12:00 a.m. on January 1, 2024, and shall terminate at 11:59 p.m. on June 30, 2028.

On or about April 1, 2028, the Association shall present a written proposal to the City on all matters that would affect the City's next succeeding fiscal budget including, but not limited to salaries, fringe benefits, and other cost item conditions of employment with the City. The parties shall begin meeting and conferring in good faith within thirty (30) days of the Association's presentation of its proposal.

All of the current terms and conditions in this MOU shall remain in effect until either a successor agreement is reached between the parties or a specific expiration date is otherwise provided for in this MOU.

1.06 CITY RIGHTS

The City's rights include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions, and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means, and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

1.07 EMPLOYEE RIGHTS

Employees shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations including but not limited to wages, hours, and other terms and condition of employment. Employees also shall have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the City. No employee shall be interfered with, intimidated, restrained, coerced, retaliated or discriminated against by the City or by any employee organization because of the exercise of these rights.

ARTICLE 2 INSURANCE BENEFITS

2.01 MEDICAL, DENTAL, AND VISION INSURANCE FOR ACTIVE EMPLOYEES

The City contracts with the California Public Employees’ Retirement System (CalPERS) for medical insurance coverage (Medical Insurance Plan). Eligible new hires are covered under the City’s Medical Insurance Plan on the first day of the month following enrollment.

The City shall pay the full cost of the employee’s selected Medical Insurance Plan, not to exceed the premium costs of the third most expensive plan available at each plan level (e.g., employee, employee +1, and Family) offered by CalPERS for the Los Angeles County region (i.e., Region 3). Such payment shall include the statutory PEMHCA minimum. The maximum City contribution for 2024 shall be as follows:

	January 1, 2024
Employee only:	\$926
Employee + 1:	\$1,863
Family:	\$2,371

An employee who elects to enroll in a medical plan that exceeds the City’s contribution for the third highest plan offered shall pay the amount exceeding the City’s contribution through automatic pre-tax payroll deductions, as permitted by IRS Code Section 125.

Vision and Dental Insurance

In addition to medical insurance premiums, the City shall provide fully paid dental and vision coverage for all employees and eligible dependents.

Opt Out

Unit employees may elect to discontinue participation in the City’s Medical Insurance Plan (“Opt Out”), subject to provisions set forth below. The intent of this provision is to share cost savings that the City will derive as a result of a unit employee canceling City coverage.

1. Unit employees electing to waive City medical insurance coverage for themselves and all eligible family members must annually provide the City with proof of other health/medical insurance coverage that meets the minimum essential coverage requirements, as established by the Affordable Care Act, through another source (other than coverage in the individual market, whether or not obtained through Covered California, and must waive any liability to the City for their decision to cease coverage

MOU: SFPOA PMU (2024-2028)Page 4 of 19

under the City's Medical Insurance Plan.

2. For employees who Opt-out of the City medical insurance coverage, the City shall deposit, on behalf of the employee, an amount equal to the most expensive family level dental and vision premiums (currently \$210 per month) each month into a Retiree Health Savings Account.
3. After electing to Opt Out, a unit employee who later requests to re-enroll under the City plan can only do so during the open enrollment period or after a qualifying event as permitted by the insurance carrier.
4. For medical insurance plans, when a unit employee is the spouse of another benefited City employee, the affected employees shall have the option of:
 - a. Receiving the City's contribution for medical insurance, as outlined above, and selecting coverage as a single employee; or
 - b. One (1) employee may select a plan and list the spouse as a dependent under the two-party or family coverage, as applicable, and the remaining employee may opt-out as outlined above.

2.02 MEDICAL INSURANCE FOR RETIREES

The City has previously adopted a Resolution to implement the retiree medical insurance vesting schedule, pursuant to the provisions of California Government Code, Section 22893. This vesting schedule applies to unit employees initially hired by the City on or after July 1, 2008, the date the Resolution was approved by CalPERS.

1. Retiree Medical Tier I: Employees hired on or before June 30, 2008:
 - a. If retired on or before December 31, 2012, 100% paid medical insurance benefits for employee and eligible dependents;
 - b. If retired on or after January 1, 2013, 100% paid medical insurance for employee and eligible dependents, excluding PERS Platinum plan, if the most expensive.
2. Retiree Medical Tier II: Employees hired on or after July 1, 2008, but on or before June 30, 2015:
 - a. If retired on or before December 31, 2012, a percentage of the medical insurance plan premium determined by the vesting schedule set forth in California Government Code Section 22893 for whatever plan is selected by the employee for himself and eligible dependents.

MOU: SFPOA PMU (2024-2028)

Page 5 of 19

-
- b. If retired on or after January 1, 2013, a percentage of the medical insurance plan premium determined by the vesting schedule set forth in California Government Code Section 22893 for whatever plan is selected by the employee for himself and eligible dependents, except PERS Platinum plan, if the most expensive.
 3. Retiree Medical Tier III: Employees hired on or after July 1, 2015:
 - a. PEMHCA minimum (currently \$157 per month for 2024), in accordance with California Government Code Section 22892.
 - b. Effective beginning the pay period that includes January 1, 2024, the City will contribute \$150 per pay period into a Retiree Medical Trust Account (RMTA). Employees shall receive the City's contribution to the RMTA effective the first day of the month following their date of hire.

2.03 LIFE INSURANCE

The City shall provide Life and Accidental Death & Dismemberment insurance to each employee and pay the required premiums. The benefit of said insurance shall be equal to fifty-thousand dollars (\$50,000).

2.04 LONG-TERM AND SHORT-TERM DISABILITY INSURANCE

Beginning January 2024, the City shall pay to the Association a monthly amount that is the product of \$80 times the number of bargaining unit employees. The Association agrees to purchase and pay for long-term and short-term disability benefits on behalf of each unit member. The City will have no responsibility for the administration of such benefits, and the Association shall be solely responsible for any claims or grievances regarding the provision of securing such benefits. Employees shall have no right to grieve any disputes regarding this benefit under the terms of this MOU.

2.05 Flexible Spending Account

Effective January 1, 2024, the City shall establish a Flexible Spending Account ("FSA") in accordance with the applicable Internal Revenue Code sections to allow employees to pay certain medical expenses pre-tax. This account will be funded solely by employees who voluntarily choose to participate and contribute.

ARTICLE 3 RETIREMENT BENEFITS

MOU: SFPOA PMU (2024-2028)Page 6 of 19

3.01 RETIREMENT FORMULA

All employees covered under this MOU shall be members of CalPERS and subject to all applicable provisions of the City's contract with CalPERS, as amended.

The City provides retirement benefits to eligible unit employees through CalPERS as set forth below. The definitions of "new" member and "classic" member are set forth in the Public Employee Pension Reform Act of 2013 (PEPRA).

1. First Tier: "Classic" members hired prior to January 6, 1994 will receive the 3% at 50, highest twelve (12) consecutive months' compensation retirement calculation.
2. Second Tier: Classic members hired on or after January 6, 1994 will receive the 3% at 50, highest thirty-six (36) consecutive months' average compensation retirement calculation.
3. Third Tier: "Classic" members hired on or after September 8, 2012 will receive the 3% at 55, highest thirty-six (36) consecutive months' average compensation retirement calculation.
4. Fourth Tier: "New" members hired on or after January 1, 2013 will receive the 2.7% at 57, highest thirty-six (36) consecutive months' average compensation retirement calculation.

3.02 CALPERS CONTRIBUTIONS

1. Employer Paid Member Contributions for Classic Members

The City shall pay 9.0% of compensation earnable towards the employee's required CalPERS contribution for "Classic" CalPERS members. This payment shall be treated as a "pick up" of employee contributions pursuant to Internal Revenue Code section 414(h)(2).

The City shall report the value of the Employer Paid Member Contribution ("EPMC") to CalPERS as compensation earnable on behalf of each employee, pursuant to California Government Code Section 20636(c)(4).

2. PEPRA Member Contributions

In accordance with PEPRA, "New" members shall pay, by pre-tax payroll deduction, the full employee contribution of 50% of the total normal cost.

3. CalPERS Cost Sharing

MOU: SFPOA PMU (2024-2028)

Page 7 of 19

Classic employees shall pay four percent (4%) as cost sharing, in accordance with California Government Code section 20516(f).

3.03 OTHER RETIREMENT BENEFITS

The City also provides the following retirement benefits:

1. Pre-Retirement Optional Settlement 2 Death Benefit (Gov. Code §21548).
2. For employees who initially entered CalPERS membership before January 6, 1994, up to a 5% Annual Cost-of Living Allowance, as determined by CalPERS. For employees who initially entered CalPERS membership on or after January 6, 1994, up to a 2% Annual Cost-of Living Allowance, as determined by CalPERS (Gov. Code §21335).
3. Fourth Level of 1959 Survivor Benefits (Gov. Code §21574).

ARTICLE 4 LEAVE BENEFITS

4.01 ANNUAL LEAVE

Unit employees earn Annual Leave in lieu of Vacation and Sick Leave. Annual Leave is intended to provide time for an employee to be away from the work environment and to enable such employee to return to work mentally and physically refreshed.

The City shall provide for Annual Leave to accrue on a payroll-to-payroll basis prorated in accordance with the following rates.

1. 160 hours for 1 – 5 years of City service
2. 200 hours for 6 – 10 years of City service
3. 240 hours for 11 or more years of City service

Annual Leave may be taken upon prior approval and in the manner prescribed by the Police Chief or his/her designee.

Unit members may accrue up to four hundred (400) hours of Annual Leave.

Upon the employee's separation from City service, the employee shall be compensated for any unused Annual Leave at his or her regular rate of pay.

MOU: SFPOA PMU (2024-2028)Page 8 of 19

Annual Leave Cash Out

An employee may make an irrevocable election to cash out up to eighty (80) hours of accumulated Annual Leave at their regular rate of pay in the following calendar year. On the pay day for the pay period which includes Thanksgiving in the following year, the employee will receive cash for the amount of Annual Leave the employee irrevocably elected to cash out in the prior year, provided the employee still has a minimum of eighty (80) hours of accrued Annual Leave remaining after the cash out. If, however, the employee's Annual Leave balance would result in less than eighty (80) hours remaining after the cash out, the employee will receive cash for the amount of Annual Leave above eighty (80) hours that the employee has accrued at the time of the cash out. An employee that does not make a specific election by December 31st, will be deemed to have elected the same level of cash out as the preceding year.

Transfer from SFPOA

Employees who transfer into the Police Management Unit from the San Fernando Police Officers' Association (SFPOA) and have pre-existing Sick Leave, Vacation Leave, Comp Time, Police Comp Time, and Holiday Leave accrual balances shall have their Sick Leave converted to Annual Leave at the rate of one hour of Sick Leave to 0.5 hours of Annual Leave; and shall have their Vacation Leave, Comp Time, Police Comp Time, and Holiday Leave ("Non-Sick Leave Accruals") converted to Annual Leave at the rate of one hour of Non-Sick Leave Accruals to one hour of Annual Leave. Such conversion of Sick Leave and Non-Sick Leave Accrual balances shall occur within 30 days of the employee's transfer into the bargaining unit. After the Annual Leave conversion is calculated, the employee will be paid out for any hours in excess of three hundred (300) hours at their rate of pay immediately prior to the promotion.

4.02 HOLIDAY DAYS OFF

Employees covered by this MOU shall receive the following days off:

1. New Year's Day
2. Martin Luther King, Jr. Day
3. Lincoln's Birthday
4. Washington's Birthday
5. Cesar Chavez' Birthday
6. Memorial Day
7. Juneteenth National Independence Day
8. Independence Day
9. Labor Day
10. Columbus Day
11. Veterans Day
12. Thanksgiving Day
13. Christmas Day

MOU: SFPOA PMU (2024-2028)Page 9 of 19

4.03 MANAGEMENT LEAVE

Management leave provides a means of compensation for hours worked by exempt employees beyond their normal work schedule. The City shall provide one hundred (100) hours of Management Leave per year credited each January 1. Management Leave must be used in the year earned and cannot be carried over from one calendar year to the next. Unused management leave hours will be cashed out in December of each year at the employee's current hourly rate of pay. At the time of separation, any unused management leave hours will be paid at the employee's current hourly rate of pay, on a pro-rated basis.

4.04 Work Flex for Special Circumstances:

In the event a unit employee must work excess hours due to a non-routine event, the employee may, subject to the Police Chief's prior approval, flex their schedule to take off an equal number of hours on another day, provided the flex day occurs within a the same two-week period. Hours may not be "banked" for use outside of the two-week period. As used in this Article, the term "non-routine event" includes, but is not limited to, a major incident or investigation, or if acting in a Watch Commander capacity outside of their normal schedule.

4.05 SICK LEAVE

In accordance with City policy, a portion of each employee's accrued Sick Leave shall be converted to Annual Leave when the employee becomes an exempt employee and/or member of the Police Management Unit. Sick Leave shall be converted to Annual Leave at the rate of one (1) hour of Sick Leave equals .5 hours of Annual Leave.

4.06 BEREAVEMENT LEAVE

In the event of a death in an employee's Immediate Family, the employee shall be entitled to take up to five (5) days of bereavement leave. Employees shall receive three (3) days of paid leave per incident for bereavement purposes. For the remaining two days of bereavement leave, the employee may choose to use any accrued leave or take two unpaid days off.

For the purposes of implementing this benefit, "Immediate Family" shall mean grandparent, parent, sibling, child, spouse, or registered domestic partner as permitted by California law, or any person living in the employee's household. Proof of residence may be required. "Parent" shall mean biological, foster, or adoptive parent, stepparent, legal guardian or person who has parental rights to employee. "Child" shall mean a biological, adopted, or foster child, stepchild, legal ward or a child over whom an employee has parental rights.

MOU: SFPOA PMU (2024-2028)Page 10 of 19

The City shall authorize employees one (1) paid day off following the death of an extended family member. For the purpose of implementing this benefit, "Extended Family" shall mean: Aunts, Uncles, and Cousins, godparents or godparent equivalent.

The Police Chief may authorize additional days of sick leave for bereavement purposes on an as-needed basis.

4.07 CATASTROPHIC LEAVE DONATION PROGRAM

Employees will be eligible for catastrophic leave donations pursuant to the City's Catastrophic Leave Donation Policy.

4.08 INDUSTRIAL LEAVE

Industrial injury and illness leaves shall be governed by existing guidelines in the City's "Sick Leave with Pay for Illness or Injury Sustained in the Course of Employment" policy in the City existing Management Policy and Procedures Handbook.

If an employee receives Workers' Compensation disability payments to which the employee is not entitled while on Labor Code 4850 leave, the employee shall be obligated to deposit the erroneously paid disability payments with the City for return to the appropriate entity.

ARTICLE 5 SALARY**5.01 SALARY**

The Base Salary for each represented unit classification shall be as set forth in Exhibit "A" – Salary Schedule.

Effective on the first day of the first full pay period including January 1, 2024, the Base Salary for each represented unit classification shall be increased by four percent (4%).

Effective on the first day of the first full pay period including July 1, 2024, the Base Salary for each represented unit classification shall be increased by four percent (4%).

Effective on the first day of the first pay period including July 1, 2025, the Base Salary for each represented unit classification shall be increased by five percent (5%).

Effective on the first day of the first pay period including July 1, 2026, the Base Salary for each represented unit classification shall be increased by five percent (5%).

MOU: SFPOA PMU (2024-2028)Page 11 of 19

Effective on the first day of the first pay period including July 1, 2027, the Base Salary for each represented unit classification shall be increased by four percent (4%).

5.02 DEFINITIONS

As used in this MOU, "Base Salary" means the salary classification, range, and step to which an employee is assigned. It excludes any additional allowances, special pays and non-cash benefits. As used in this MOU, "Regular Rate of Pay" shall be as defined in the Fair Labor Standards Act.

5.03 CALCULATION OF BENEFITS

If applicable, benefits that are a percentage of Base Salary will be applied to the employee's Base Salary only. If an employee is entitled to multiple percentage based benefits, each benefit will be calculated against Base Salary independently (i.e., benefits will not be compounded).

ARTICLE 6 LONGEVITY PAY**6.01 LONGEVITY**

1. The City shall pay longevity to all eligible unit members as follows:
 - a. Upon completion of the fifth year of continuous service as a sworn employee with the City, an additional five percent (5%) over and above the Base Salary step for each employee in this category.
 - b. Upon completion of the tenth year of continuous service as a sworn employee with the City, a total of seven and one-half percent (7.5%) over and above the Base Salary step for each employee in this category.
 - c. Upon completion of the fifteenth year of continuous service as a sworn employee with the City, a total of ten percent (10%) over and above the Base Salary step for each employee in this category.

ARTICLE 7 BILINGUAL PAY**7.01 BILINGUAL**

The City shall provide Bilingual Pay of one thousand, two hundred dollars (\$1,200) per fiscal year, payable in equal installments at one twenty-fourth (1/24) of the annual rate to employees that satisfy the following conditions:

MOU: SFPOA PMU (2024-2028)Page 12 of 19

1. Employee has satisfactorily demonstrated to the City his/her fluency in the Spanish language, based on written and/or oral testing procedures as selected by the City; and
2. Employee is required in the normal course of his/her duties to communicate in Spanish with members of the public, as determined by the Department Head and approved in writing by the City Manager. For purposes of this provision, all employees in this unit satisfy this criteria.

To the extent permitted by law, this pay shall be reported to CalPERS as compensation earnable and pensionable compensation pursuant to C.C.R. §571(a)(4) and C.C.R. §571.1(b)(3), Bilingual Premium.

ARTICLE 8 UNIFORM ALLOWANCE

8.01 UNIFORM

The City shall provide employees a uniform allowance of nine hundred sixty dollars (\$960) per fiscal year, payable in equal installments at one twenty-fourth (1/24) of the annual rate. Any unit employee that does not have an all-weather jacket as of the effective date of this agreement, shall be issued one as soon as possible. Any new employee shall be issued an all-weather jacket upon hire. Employees shall be eligible to have their all-weather jacket replaced once every 5 years, upon their request.

To the extent permitted by law, this pay shall be reported to CalPERS as compensation earnable for all "Classic" members pursuant to CCR §571(a)(5), Uniform Allowance.

ARTICLE 9 CONTRACT DUTY

9.01 CONTRACT DUTY

Unit members who, at the employee's discretion, work special assignments typically referred to as "Contract Duty" shall be compensated on an hourly basis for all contract duty worked at one and one-half (1.5) times the "Top Step" base pay of a City Police Sergeant, plus any longevity and certificate pay to which the employee is entitled.

9.02 DEFINITIONS

"Contract Duty" means police services contracted through the City and/or paid for by a private person, business, organization, entity or other government agency. Contract Duty may include police services paid for by grant funds received from other government agencies.

MOU: SFPOA PMU (2024-2028)

Page 13 of 19

ARTICLE 10 OUT-OF-CLASS PAY

10.01 ACTING OUT OF CLASS

Any employee appointed by the Police Chief, with City Manager approval, to act in a higher classification, due to a vacancy or prolonged absence in that higher classification, and serving continuously in said classification for at least fifteen (15) continuous working days shall receive the pay established for said higher classification, at whichever step provides the employee with a minimum increase in compensation of five percent (5%), but in no event higher than the top step, during the acting period, retroactive to the first day of said assignment.

The City shall not assign an employee to an acting out of class assignment for more than 960 hours per fiscal year.

ARTICLE 11 OTHER COMPENSATION

[Intentionally left blank]

ARTICLE 12 WORK SCHEDULES

12.01 ALL EMPLOYEES

Employees shall work a flexible 9/80 work schedule consisting of eight, nine-hour days and one, eight-hour day per pay period. This schedule will provide each employee with one “flex” day off each pay period in addition to regular scheduled days off. With approval of the Police Chief or designee, employees may split “flex” time off between two days within the same pay period. In times of emergency, employees will work as needed, provided that the requisite minimum 80 hours are worked each 14-day pay period.

ARTICLE 13 TAKE HOME VEHICLES

13.01 VEHICLES

Employees shall be assigned an unmarked multi-purpose police vehicle for use to and from home, between work locations and for official City business in accordance with City policy.

ARTICLE 14 DISCIPLINARY PROCEDURES

MOU: SFPOA PMU (2024-2028)

Page 14 of 19

14.01 DISCIPLINARY PROCEDURES

The parties agree that the disciplinary procedures shall follow Rule XV of the City of San Fernando Personnel Rules.

ARTICLE 15 LAYOFFS

15.01 LAYOFFS

In the event it is necessary to lay-off employees due to a reduction in the work force, said lay-off will be by seniority. Seniority for purpose of lay-off shall be determined by the date of original appointment to the class. The seniority list shall include all probationary and permanent employees. Where seniority is equal, the member with the earliest hire time (original appointment to sworn position within the City) shall be determined to have the most seniority.

Temporary and provisional employees in the class involved shall be separated prior to probationary or permanent employees.

Any employee scheduled for lay-off shall have the right to demote to a class within the department, which he/she formally held permanent status and displace the least senior employee in that lower classification. Seniority in this instance would be time served in the lower class and time in a higher classification.

Probationary and permanent employees shall be laid off in the reverse order of seniority.

ARTICLE 16 ASSOCIATION BUSINESS

16.01 ACCESS TO WORK LOCATIONS

Reasonable access to employee work locations shall be granted to officers of the Association and its official representatives for the purpose of processing grievances or contacting members of the Association concerning business within the scope of representation. Such officers or representatives shall not enter any work location without the consent of the City Manager or his/her authorized representative. Access shall be restricted so as not to interfere with the normal operations of the Department or with established safety or security requirements. The Association and its members shall be permitted to communicate with one another using the City's e-mail system, provided, however, that such communications are subject to the City's "Computer Resources Policy" regarding electronic mail and the Internet. Violations of that policy will subject the offender to reasonable disciplinary action as stipulated in the said policy.

MOU: SFPOA PMU (2024-2028)Page 15 of 19

16.02 ASSOCIATION ACTIVITY ON DUTY

Solicitation of membership and activities concerned with the internal management of any employee organization, such as collecting dues, campaigning for office, conducting elections and distributing literature, will not be permitted during working hours.

16.03 DUES DEDUCTION

The City agrees that during the term of this MOU, it will deduct monies from employees pursuant to notice from the Association certifying that it has received signed authorizations from the employees authorizing these deductions. The dues deductions shall be remitted to the Association each bi-weekly pay period.

The Association, upon receipt of the dues deducted, shall indemnify, defend, and hold the City harmless against any claims made and against any suit instituted against the City on account of check-off of employee association dues. In addition, the Association shall refund the City any amounts paid in error upon presentation of supporting evidence.

ARTICLE 17 MAINTENANCE OF BENEFITS**17.01 CONTINUATION OF WAGES, HOURS, AND WORKING CONDITIONS**

The parties agree that the only changes in terms and conditions of employment intended pursuant to this MOU are those specifically provided herein. Any policies, procedures, benefits, or past practices not herein addressed that affect wages, hours, and/or other terms and conditions of employment shall not be revised to adversely affect the employees covered by this MOU during the term of this MOU unless by mutual agreement of the parties.

ARTICLE 18 POLICIES AND PROGRAMS**18.01 NEPOTISM PROHIBITED**

1. No person shall be appointed, promoted or hired into a position in the Department when that person's relative already holds a position in the Department and such employment would result in a direct supervisor-subordinate relationship.
2. A direct supervisor-subordinate relationship is one in which one person is responsible for the day-to-day supervision and control of the other person, or is in their direct chain of

MOU: SFPOA PMU (2024-2028)Page 16 of 19

command. Collateral assignments and occasional, overtime or temporary assignments are not considered to violate this policy.

3. For purposes of this section, “relative” means spouse, child, stepchild, parent, grandparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, niece, nephew, parent-in-law, brother-in-law or sister-in-law.
4. If two Department employees marry, the Department reserves the right to transfer the employee with the least City seniority to another assignment within the Department that is consistent with this policy, and to which a sworn employee would usually be assigned, without loss of pay or benefits.
5. If a member of the Association marries the Police Chief or Police Captain (when there is only one Captain) and no transfer within the Department is possible where the married employees are not in violation of paragraphs A and B, above, the employee with the least City seniority may be transferred to another Department within the City. If no such transfer is possible, that employee may be separated from service.

18.02 OTHER POLICIES

The parties agree that during the term of the MOU they shall work in good faith with one another to create or modify, as applicable, the nepotism, fraternization, social media, and administrative appeals policies of the City. Any such policies shall be implemented or modified by mutual agreement of the parties.

ARTICLE 19 PUBLICATION OF AGREEMENT**19.01 PUBLICATION OF AGREEMENT**

It is agreed that the City shall furnish each unit member one copy of this MOU.

(SIGNATURE PAGE TO FOLLOW)

Page 17 of 19

**SAN FERNANDO POLICE OFFICERS
ASSOCIATION POLICE MANAGEMENT
UNIT (SFPOA PMU)**

Date

Date

Robert M. Wexler SFPOA PMU Attorney	Date
--	------

SALARY SCHEDULE

Current Salary Range

Class	Sal. Range	Step A	Step B	Step C	Step D	Step E
Police Commander	75MP	12696	13327	13995	14694	15430

PROMOTIONAL PREFERENCE POINTS

Current San Fernando Police Department employees will receive a half (.5) point for each full year of full-time service as a sworn employee with the San Fernando Police Department, up to a maximum of 10 points. The maximum amount of preferential points credited to an applicant shall not exceed 10 points (e.g., if an employee qualifies for 7 "Promotional Preference Points" and 5 "Veteran Preference Points," the maximum number of points they shall be credited is 10).

*This Page
Intentionally
Left Blank*

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Erica D. Melton, Director of Administrative Services

Date: August 5, 2024

Subject: A Public Hearing to Consider Adopting a Resolution Approving Updates Establishing an Annual Fee Schedule for City Services for Fiscal Year 2024-2025 and Rescinding Prior User Fee Resolutions

RECOMMENDATION:

It is recommended that the City Council:

- a. Conduct a Public Hearing;
- b. Pending public testimony, adopt Resolution No. 8325 (Attachment "A") incorporating all current fees for City services into a Fiscal Year 2024-2025 Annual Fee Schedule (Exhibit "1" of Attachment "A"), amending fees and charges; and
- c. Rescind Resolution No. 8233 and all parts of Resolutions in conflict with Resolution No. 8325.

BACKGROUND:

1. On May 7, 2018, City Council approved a general cost recovery level for each Department/Fee Category and adopted Resolution No. 7849 updating the fees accordingly for Fiscal Year 2018-2019 (Attachment "C").
2. On August 5, 2019, based upon the analysis set forth in the Fee Study for Fiscal Year 2018-2019, City Council approved amending the Annual Fee Schedule and adopted Resolution No. 7944 for Fiscal Year 2019-2020.
3. On June 5, 2023, City Council adopted Resolution No. 8233 increasing fees for City services into a Fiscal Year 2023-2024 Annual Fee Schedule to the City Council approved cost recovery levels.
4. On June 20, 2023, City Council Adopted the Fiscal Year 2023-2024 Budget, which included an enhancement of \$25,000 to conduct a Citywide User Fee Study.

A Public Hearing to Consider Adopting a Resolution Approving Updates Establishing an Annual Fee Schedule for City Services for Fiscal Year 2024-2025 and Rescinding Prior User Fee Resolutions

Page 2 of 4

5. On October 16, 2023, City Council approved an amendment to the Professional Services Agreement (“PSA”) with Willdan Financial Services, Inc. (“Willdan”) expanding Cost Allocation Plan services to include a User Fee Study.
6. Since January 2024, Willdan has conducted its comprehensive user fee study via a number of meetings with City staff to gather data, understand City processes and procedures, and conduct time studies to develop a user fee model. The final user fee model proposal was presented for review at an interdepartmental meeting on July 11, 2024.

ANALYSIS:

The City assesses user fees for certain services including, but not limited to, encroachment permits, plan check and inspection fees, registration fees for recreation classes, business license processing fees, film permits, facility rental fees, etc. These fees are designed to recover the costs of providing these services, ensuring that those who benefit directly contribute to the expense. When the fees do not fully cover the costs, the General Fund subsidizes the difference using general tax dollars.

In California, user fees are governed by state laws, most notably Proposition 218 (November 1996) and Proposition 26 (November 2010). Among other changes, Proposition 218 limited the amount charged for user fees to the actual cost to provide the service, required the fee be related to a service or benefit being provided to the payee, and required voter approval to increase all taxes (as defined in Prop 218). Proposition 26 broadened Proposition 218’s definition of ‘tax’ and established seven criteria that gave exception to the new tax definition. Revenue sources that meet one of the seven criteria may be considered fees and therefore do not require voter approval to increase.

In order to adopt new fees, or increase existing fees, the City must establish a cost of providing the service and the City Council must adopt a resolution approving the fee after conducting a public hearing. The fee cannot exceed the established cost of providing the service. It is a best financial management practice to periodically conduct a study to determine the full cost to provide certain services and ensure that the City is equitably recovering the cost of providing those services from the persons using them.

The City established the cost of service through the fee study conducted by Willdan Financial Services. The fee study conducted by Willdan calculated the maximum amount that can legally be recovered for each service; however, it is at the City’s discretion to set the actual fee, up to 100% of the total cost, as specified in the report (Attachment “B”). To develop the Annual Fee Schedule for City Services for Fiscal Year 2024-2025, staff based the recommendations on the guidelines provided in *Chapter 9: User Fees and Charges* of the City’s General Financial Policy (Attachment “B”) and best practice recommendations from Willdan Financial Services, as follows:

A Public Hearing to Consider Adopting a Resolution Approving Updates Establishing an Annual Fee Schedule for City Services for Fiscal Year 2024-2025 and Rescinding Prior User Fee Resolutions

Page 3 of 4

Department/Fee Category	Cost Recovery Level per City Council Approval
<i>City Clerk</i>	
Public Records	Max. Allowed by Gov. Code
<i>Finance</i>	
Service Fees	100%
Business and Tobacco Fees	100%
Alarm Permit Fees	100%
<i>Community Development</i>	
Planning Review Fees	75% - 80%
Building Permits & Inspections	95%
<i>Police</i>	
Booking and Vehicle Processing	100%
Report Reproduction	50% - 75%
Court Appearance	100%
Livescan and Background Checks	100%
<i>Public Works</i>	
Right-of-Way Review	80%
Construction/Utility Inspection	80% - 100%
Special Services	75% - 100%
<i>Recreation and Community Services</i>	
Facility Use	50% - 75%
Recreation Programs	50% - 60%
Special Events	25% - 50%

Using these guidelines, the Fiscal Year 2024-2025 Annual Fee Schedule includes over 350 user fee charges with the following changes compared to the prior year schedule:

- 215 increased fees;
- 22 decreased fees;
- 83 unchanged fees; and
- 36 new fees.

Of highlight in the above summary are new fees and charges, which are often introduced to align with industry standards or changes in laws or regulations that require additional fund recovery or administrative changes. Examples of new fees include Community Development Building/Housing Inspection fees relating to alternations to existing structures or Public Works fees for NPDES Commercial/Industrial Site Inspection Programs for illicit storm drain connections.

A Public Hearing to Consider Adopting a Resolution Approving Updates Establishing an Annual Fee Schedule for City Services for Fiscal Year 2024-2025 and Rescinding Prior User Fee Resolutions

Page 4 of 4

With the addition of a number of new positions, and comprehensive review of time associated with each process, there are a number of fees that would require an increase of more than 25% to reach the recommended cost recovery level. To avoid significant fee increases all at once, the recommendation is to instead adjust fees incrementally. If the recommended increase exceeds 25%, in conjunction with the consultant, it is recommended to increase the fee over incrementally over the next three years. All fees will be additionally adjusted annually to reflect increases in the City's personnel costs. Subsequent annual increases will require adoption of a resolution after holding a public hearing.

Per the Government Code, certain development related fees take effect sixty (60) days after adoption of the fee resolution. Therefore, staff recommends all fees become effective Monday, October 6, 2024.

Public Hearing Requirement.

Per Government Code 66016 et seq., notice of the Public Hearing must be published twice within 10 days of the public hearing, with at least five (5) days between each publication. Notice of this public hearing was published in the *San Fernando Sun* newspaper on Thursday, July 18, 2024 and Thursday, August 1, 2024.

BUDGET IMPACT:

User fees account for approximately five percent (5%) of total General Fund Revenue. Ensuring that the City is recovering the appropriate level of costs to provide fee-based activities will allow staff to continue to provide high level services to the community.

There is no additional cost to implementing the Fee Study recommendations.

CONCLUSION:

Staff recommends City Council adopt the Resolution establishing the City's Annual Fee Schedule for Fiscal Year 2024-2025.

ATTACHMENTS:

- A. Resolution No. 8325, including:
 - Exhibit "A" – Fiscal Year 2024-2025 Annual Fee Schedule
- B. Fee Study Prepared by Willdan Financial Services
- C. City's General Financial Policy

RESOLUTION NO. 8325

ATTACHMENT "A"

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, UPDATING THE ANNUAL FEE SCHEDULE, AMENDING CERTAIN FEES AND CHARGES, AND REPEALING ALL PARTS OF RESOLUTIONS IN CONFLICT THEREWITH

WHEREAS, the City of San Fernando (the "City") has conducted an extensive analysis of its services, the costs reasonably borne by the City in providing those services, the beneficiaries of those services, and the revenues produced by those paying fees and charges for special services for Fiscal Year 2018-2019; and

WHEREAS, on May 7, 2018, the City Council adopted Resolution No. 7849 approving the City's adoption of a schedule of fees and charges in order to defray departmental costs associated with facilities usage, code and police enforcement activities, and the processing certain applications and permits for Fiscal Year 2018-2019; and

WHEREAS, on August 5, 2019, based upon the analysis set forth in the Fee Study for Fiscal Year 2018-2019, City Council approved amending certain fees and charges fees and adopted Resolution No. 7944 for Fiscal Year 2019-2020; and

WHEREAS, on June 5, 2023, based upon the analysis set forth in the Fee Study for Fiscal Year 2018-2019, City Council approved amending certain fees and charges fees and adopted Resolution No. 8233 for Fiscal Year 2023-2024; and

WHEREAS, the City of San Fernando (the "City") has conducted an extensive analysis of its services, the costs reasonably borne by the City in providing those services, the beneficiaries of those services, and the revenues produced by those paying fees and charges for special services for Fiscal Year 2024-2025; and

WHEREAS, California Government Code Section 66000 *et seq.* authorizes the City to adopt fees and charges for municipal services, provided such fees or charges do not exceed the estimated reasonable cost to the City of providing the services for which the fees and charges are imposed; and

WHEREAS, the amount of the proposed established and amended fees and charges do not exceed the City's reasonable cost of providing the services necessary for the activities for which the fees and charges are imposed, as set forth in the Fee Study included herein as Exhibit "1"; and

WHEREAS, on August 5, 2024, the City Council held a duly noticed Public Hearing concerning the proposed amended fees and charges; and

WHEREAS, the adoption of this Resolution approves the proposed established and amended fees and charges for the purpose of meeting the operating expenses of City departments and is, therefore, exempt from the California Environmental Quality Act (Public

Resources Code Sections 21080 *et seq.*) pursuant to Public Resources Code Section 21080(b)(8)(A); and

WHEREAS, all requirements of state law, including, where applicable, California Government Code Sections 66016 and 66018, are hereby found to have been satisfied.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, DOES HEREBY RESOLVE, FIND, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. The City Council hereby finds and determines that the above recitals are true and correct.

SECTION 2. The City Council, based upon the analysis set forth in the User Fee Study for 2024-2025, hereby adopts the fees and charges set forth in Exhibit 1 that are proposed to be established and amended, which established and amended fees and charges shall become effective October 6, 2024.

SECTION 3. All parts of resolutions and ordinances not consistent with or in conflict with this Resolution are hereby rescinded.

SECTION 4. The City Council is taking action only on those fees and charges that have been established and amended as set forth in Exhibit "1". All fees and charges not modified herein shall continue and remain in effect unless and until modified by resolution or other action of the City Council.

SECTION 5. If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this Resolution or any part thereof is for any reason held to be unconstitutional or 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 passed each section, subsection, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, or invalid, or ineffective.

SECTION 6. The City Clerk shall certify to the passage and adoption of this Resolution and it shall thereupon take effect.

PASSED, APPROVED, AND ADOPTED this 5th day of August 2024.

Celeste T. Rodriguez, Mayor of the City of San Fernando, California

ATTEST:

Julia Fritz, City Clerk

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8325 which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 5th day of August, 2024, by the following vote of the City Council:

AYES:

NAYS:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this 5th day of August, 2024.

Julia Fritz, City Clerk



ANNUAL FEE SCHEDULE FY 2024/2025

WWW.SFCITY.ORG



FY 2024/25 ANNUAL FEE SCHEDULE

Contents

I. ADMINISTRATION DEPARTMENT 5

 A. SERVICE FEES AND CHARGES 5

 B. PHOTOGRAPHY AND FILM PRODUCTION PERMITS..... 5

II. COMMUNITY DEVELOPMENT DEPARTMENT6

 A. GENERAL PLANNING AND DEVELOPMENT FEES AND SERVICE CHARGES 6

 B. BUILDING/HOUSING INSPECTION FEES – SCHEDULE A * 8

 C. BUILDING/HOUSING INSPECTION FEES – SCHEDULE B * 8

 D. BUILDING/HOUSING INSPECTION FEES – SCHEDULE C * 8

 E. BUILDING/HOUSING INSPECTION FEES – SCHEDULE D * 8

 F. BUILDING VALUATION TABLE FOR ALL NEW CONSTRUCTION 8

 G. BUILDING/ HOUSING INSPECTION FEES – OTHER 9

 H. OTHER FEES.....10

 I. WIRELESS TELECOMMUNICATIONS FACILITIES10

 J. COMMUNITY PRESERVATION11

III. FINANCE DEPARTMENT 12

 A. SERVICE FEES AND CHARGES12

 B. UTILITIES12

 C. ALARM PERMITS AND NOTIFICATIONS12

IV. POLICE DEPARTMENT 14

 A. CONTRACT DUTY14

 B. MISCELLANEOUS FEES14



FY 2024/25 ANNUAL FEE SCHEDULE

V. PUBLIC WORKS DEPARTMENT	16
A. ENCROACHMENT PERMIT (Dumpster or Other)	16
B. HOUSE MOVING/ WIDE LOAD PERMIT	17
C. CERTIFICATE OF SEWER CONNECTION/SEWER DYE TEST	17
D. DRAIN SWIMMING POOL.....	17
E. CONSTRUCTION INSPECTION	17
F. UTILITY TRENCH EXCAVATION	17
G. SEWER HOUSE CONNECTION/REPAIR	17
H. FINAL PARCEL MAP.....	18
I. FINAL TRACT MAP	18
J. PUBLICATION VENDING MACHINES / NEWS RACK	18
K. PUBLIC WORKS IMPROVEMENT PLAN CHECK / REPORT	18
L. MISCELLANEOUS FEES	18
M. EQUIPMENT AND MATERIAL RATES	18
N. PUBLIC WORKS TREE SERVICES ON PUBLIC PARKWAY	20
O. RESIDENTIAL SIDEWALK PARTNER PROGRAM	20
P. CITY BANNER AND BUS SHELTER PROGRAM	20
Q. NPDES COMMERCIAL / INDUSTRIAL SITE INSPECTION PROGRAM.....	21
R. COMMERCIAL SELF-HAUL PERMIT / INSPECTION FEES.....	21
S. UTILITIES	21
T. GRAFFITI REMOVAL PARTNER PROGRAM	22
VI. RECREATION AND COMMUNITY SERVICES DEPARTMENT	23
A. INDOOR FACILITY USE (RECREATION PARK, LAS PALMAS PARK AND TEA HOUSE AT RUDY ORTEGA SR. PARK)	23



FY 2024/25 ANNUAL FEE SCHEDULE

B. PICNIC AREA USE23

C. SPORTS FIELDS / OUTDOOR COURTS.....24

D. SPECIAL EVENTS24

APPENDIX 1: FILMLA FEE SCHEDULE 26

APPENDIX 2: GENERAL BAIL SCHEDULE 27

APPENDIX 3: FULLY BURDENED HOURLY RATE 51



FY 2024/25 ANNUAL FEE SCHEDULE

I. ADMINISTRATION DEPARTMENT					
A. SERVICE FEES AND CHARGES					
#	Description	Charge	Unit	Special Condition	Authority
1	Duplication Of Documents				
1a	Per Page; Black and White; 8.5" x 11"	\$0.30	Each	Must Be Paid Prior To Duplication	GC\$7922.53
1b	Per Page; Black and White; Greater than 8.5" x 11"	\$0.30	Each	Must Be Paid Prior To Duplication	GC\$7922.53
1c	Per Page; Color; 8.5" x 11"	\$0.30	Each	Must Be Paid Prior To Duplication	GC\$7922.53
1d	Per Page; Color; Greater than 8.5" x 11"	\$0.30	Each	Must Be Paid Prior To Duplication	GC\$7922.53
2	Duplication Of Media	\$20.00	Each	Must Be Paid Prior To Duplication	GC\$7922.53
3	Fair Political Practices Commission (FPPC) Documents			(i.e., Campaign Statements, Form 700, etc.)	
3a	Duplication Of Documents	\$0.10	Each		GC\$81008
3b	Retrieval Fee	\$5.00	Per Request		GC\$81008
3c	Certification of City Documents	\$29.00	Each		
4	Notarial Services				
4a	Acknowledgement	\$15.00	Each		GC\$8211
4b	Certified Copy of Power of Attorney	\$15.00	Each		GC\$8211
4c	Copy of Journal Entry	\$0.30	Each		GC\$8206
4d	Deposition	\$30.00	Each	Plus \$7 for Administering an Oath to the Witness and \$7 for Completing the Certificate on the Disposition	GC\$8211
4e	Jurat	\$15.00	Each		GC\$8211
4f	Oath and Affirmation	\$15.00	Each		GC\$8211
4g	Proof of Execution by Subscribing Witness	\$15.00	Each		GC\$8211
B. PHOTOGRAPHY AND FILM PRODUCTION PERMITS					
#	Description	Charge	Unit	Special Condition	Authority
1	Permit Fee				
1a	First Day	\$450.00	Each		SFCC\$22-144
1b	Every Additional Day of the Same Shoot	\$150.00	Day		SFCC\$22-144
1c	Photography	\$235.00	Day		SFCC\$22-144
2	Change Fee	\$300.00	Each		SF Resolution 8325
3	Cancellation Fee; If Less Than 24 Hours	50% of permit fee	Each		SF Resolution 8325
4	Parking Space Rental - Filming	\$2.50	Per Space, Per Hour		SF Resolution 8325
5	Facility Rental	Refer to Facility Use - Section VI			



FY 2024/25 ANNUAL FEE SCHEDULE

II. COMMUNITY DEVELOPMENT DEPARTMENT					
A. GENERAL PLANNING AND DEVELOPMENT FEES AND SERVICE CHARGES					
#	Requirements	Fee/Charge	Unit	Special Condition	Authority
1	Appeals of Action By Director or Planning Commission	½ Application Fee	Each		SF Resolution 8325
2	Conditional Use Permit	\$9,155.00	Each		SF Resolution 8325
3	Covenant Agreement	\$1,850.00	Each		
3	Density and Other Bonus Incentives (DOB)	\$9,025.00	Each		
4	Development Agreement	Hourly Rate	Each		SF Resolution 8325
5	Environmental Documentation				
5a	Categorical Exemption	\$1,000.00	Each	Minimum Deposit; Actual Cost May Exceed Deposit and is Based on Hourly Rates	SF Resolution 8325
5b	Initial Studies	\$2,000.00		Minimum Deposit; Actual Cost May Exceed Deposit and is Based on Hourly Rates	SF Resolution 8325
5c	Environmental Impact Report	\$10,000.00		Minimum Deposit; Actual Cost May Exceed Deposit and is Based on Hourly Rates	SF Resolution 8325
6	Extension of Time: Director Level	1/3 cost of application	Each		
7	Extension of Time: Planning & Preservation	1/3 cost of application	Each		
8	General Plan/Zone Change/Text Amendment	\$10,700.00	Each		SF Resolution 8325
9	Large Family Day Care	\$7,660.00	Each		SF Resolution 8325
10	Maps				
10a	Parcel Map Fee	\$8,705.00	Each		SF Resolution 8325
10b	Tentative Tract Map Fee	\$8,865.00	Each		SF Resolution 8325
10c	Lot Line Adjustment / Lot Merger	\$6,475.00			SF Resolution 8325
11	Minor Modification to Development Standards	\$5,905.00	Each		SF Resolution 8325
12	Modification of approved Site Plan Review require to building permit	1/2 cost of application	Each		
13	Modification of approved Site Plan Review after building permit issued	\$2,360.00	Each		
14	Multiple Applications	50% of the application cost	Each	100% of highest cost application is charged. Each additional application will be charged at 50% of the fee	
15	MWEL Landscape Review - Initial	\$240.00	Sheet	Off-site Plan Checker Review	
16	MWEL Landscape Review - Recheck	\$240.00	Sheet	Off-site Plan Checker Review	
17	MWEL Landscape Inspection	\$240.00	Hourly Rate	Off-site Consultant Inspection	
18	Planning Review	\$800.00	Each		SF Resolution 8325



FY 2024/25 ANNUAL FEE SCHEDULE

II. COMMUNITY DEVELOPMENT DEPARTMENT					
A. GENERAL PLANNING AND DEVELOPMENT FEES AND SERVICE CHARGES					
#	Requirements	Fee/Charge	Unit	Special Condition	Authority
19	Precise Development	\$9,170.00	Each		SF Resolution 8325
20	Preliminary Plan Review	\$2,755.00			
21	Public Notification				
21a	Postage	\$175.00			SF Resolution 8325
21b	Published Notice In Newspaper	\$585.00	Each	¼ Ads Only; Based on minimum fee, if actual costs are higher, then applicant will be billed accordingly	SF Resolution 8325
21c	Notice of Environmental Assessment	\$500.00	Each	Based on minimum fee, if actual costs are higher, then applicant will be billed accordingly	SF Resolution 8325
22	Signs				
22a	A-Frame/Window Sign	Hourly Rate	Each		
22b	Banner Permit	\$120.00	Each	Five Banners Permitted Per One Calendar Year; Maximum five periods of 21-days per year	
22c	Wall Sign	\$490.00	Each		
22d	Free Standing Sign	\$5,175.00	Each		SF Resolution 8325
23	Site Plan Review	\$6,915.00	Each	One Fee Regardless Of Lot Size; See Exception For Single Family Detached Dwelling On One Lot With Residing Owner Occupant (Section B)	SF Resolution 8325
24	Site Plan Review - ADU New /Conversion	\$1,000.00	Each		
25	Site Plan Review- JADU	\$500.00	Each		
26	Specific Plan	\$18,840.00	Each	\$5,600 Minimum Deposit; Actual Cost May Exceed Deposit and is Based on Hourly Rates	SF Resolution 8325
27	Staff Research/Pre-Application	Hourly Rate			SF Resolution 8325
28	Variance	\$9,295.00	Each		SF Resolution 8325
29	Wall And Fence Review- can just be hourly rate	\$120.00	Each	Building Permit Issued Per City Code Section 106-970	SF Resolution 8325
30	Zoning Rebuild Letter/ Confirmation Letter	\$500.00	Each		SF Resolution 8325
31	Zoning Permit Review				
31a	Home Occupation	\$100.00	Each		SF Resolution 8325
31b	Swap Meet Occupancy For Sellers	\$30.00	Each		SF Resolution 8325
31c	Zoning Clearance / Occupancy Permit Review	\$355.00	Each	Includes \$69 Fee For Building Division Inspection	SF Resolution 8325
31d	Zoning Review DMV Clearance	\$210.00	Each		SF Resolution 8325
32	Hourly Rate Schedule				
32a	Director of Community Development	\$395.00	Hour		SF Resolution 8325
32b	Senior Planner	\$148.95	Hour		SF Resolution 8325
32c	Associate Planner	\$195.00	Hour		SF Resolution 8325



FY 2024/25 ANNUAL FEE SCHEDULE

II. COMMUNITY DEVELOPMENT DEPARTMENT					
A. GENERAL PLANNING AND DEVELOPMENT FEES AND SERVICE CHARGES					
#	Requirements	Fee/Charge	Unit	Special Condition	Authority
32d	Community Preservation Officer	\$155.00	Hour		SF Resolution 8325
32e	Secretary/Administrative Assistant	\$140.00	Hour		SF Resolution 8325
32f	Intern	\$45.00	Hour		SF Resolution 8325
32g	Consultant	TBD	Hour	Fees calculated on a project by project basis Projects Involving Staff Research and Project Expediting; per Fee Schedule established under Item No. 23 including any additional fees associated with other Department and Division staff support, including consultant costs and 25% administrative fee	SF Resolution 8325
B. BUILDING/HOUSING INSPECTION FEES – SCHEDULE A *					
C. BUILDING/HOUSING INSPECTION FEES – SCHEDULE B *					
D. BUILDING/HOUSING INSPECTION FEES – SCHEDULE C *					
E. BUILDING/HOUSING INSPECTION FEES – SCHEDULE D *					
F. BUILDING VALUATION TABLE FOR ALL NEW CONSTRUCTION					
#	Requirements	Fee/Charge	Unit	Special Condition	Authority
1	1 – 500	\$38.15			SF Resolution 8325
2	501 – 2,000	\$38.15			SF Resolution 8325
	501 – 2,000: for each additional \$100	\$7.61			
3	2,001 – 25,000	\$152.20			SF Resolution 8325
	2,001 – 25,000: for each additional \$1000	\$34.96			
4	25,001 – 50,000	\$956.26			SF Resolution 8325
	25,001 – 50,000: for each additional \$1000	\$25.23			
5	50,001 – 100,000	\$1,586.98			SF Resolution 8325
	50,001 – 100,000: for each additional \$1000	\$17.48			
6	100,001 – 500,000	\$2,460.88			SF Resolution 8325
	100,001 – 500,000: for each additional \$1000	\$13.98			
7	500,001 – 1,000,000	\$8,053.79			SF Resolution 8325
	500,001 – 1,000,000: for each additional \$1000	\$11.87			
8	1,000,001 – 9,999,999	\$13,986.67			SF Resolution 8325
	1,000,001 – 9,999,999: for each additional \$1000	\$7.92			



FY 2024/25 ANNUAL FEE SCHEDULE

II. COMMUNITY DEVELOPMENT DEPARTMENT					
G. BUILDING/ HOUSING INSPECTION FEES – OTHER					
#	Requirements	Fee/Charge	Unit	Owners Cert. / CUP Required	Authority
1	Admin. Service Issuance Fee	\$120.00			
2	Building Plan Maintenance	\$120.00			
3	CASp Fee	\$4.00	Per Building Permit		AB 1379
4	Code Enforcement Inspection Fee	\$70.00			
5	Demolition	\$450.00			
6	General Plan Update Surcharge	9%			
7	Grading	\$450.00			
8	Inspection Prior to Resale of Residential Property (Includes Building Permit/Certificate of Building Compliance, Issuance Fee, Plan Maintenance Fee)	\$345.00	Per Property	No / No	GC\$66014
9	Rental Inspection Program				
9a	Rental Inspection Program (1 to 2 Units)	\$105.00		No / No	GC\$66014
9b	Rental Inspection Program (3 or More Units)	\$55.00	Per Unit	No / No	GC\$66014
10	Special Revolving Fund	\$4.00 up to 100,000 valuation; \$1 per 25,000 over 100,000 valuation			
11	Strong Motion Fee	% of valuation on each permit issued			
12	Alteration to Existing - Minor	20% of Building Valuation			
13	Alteration to Existing - Medium	40% of Building Valuation			
14	Alteration to Existing - Major	60% of Building Valuation			
15	Alteration to Existing - Full	80% of Building Valuation			



FY 2024/25 ANNUAL FEE SCHEDULE

II. COMMUNITY DEVELOPMENT DEPARTMENT**H. OTHER FEES**

#	Requirements	Fee/Charge	Unit	Special Condition	Authority
1	AIMS Maintenance Surcharge	10%	Each	Added to All Building Permit Fees and Planning Fees	SF Resolution 8325
2	Amplified Sound Permit	\$175.00	Each		SF Resolution 8325
3	Solar Panel Review	\$110.00	Each		SF Resolution 8325

I. WIRELESS TELECOMMUNICATIONS FACILITIES

#	Requirements	Fee/Charge	Unit	Special Condition	Authority
1	Wireless Application Fee/non-6409/Non-Public ROW	\$3,395.00	Each New Site	Requires Site Plan Review + Fee. Subject to application of consultant review fee at rate of \$2,350 per application, as needed. Subject to application of City Attorney hourly rate of \$210 per hour (min. 1 hour)	SF Resolution 8325
2	Wireless Application Fee/non-6409/Public ROW	\$4,385.00	Each New Site	Requires Site Plan Review + Fee. Subject to application of consultant review fee at rate of \$2,350 per application, as needed. Subject to application of City Attorney hourly rate of \$210 per hour (min. 1 hour)	SF Resolution 8325
3	Wireless Application Fee/6409/Non-Public ROW	\$765.00	Each Existing Site	Requires Planning Review Fee. Subject to application of consultant review fee at rate of \$300 for partner, \$260 for associate, \$160 for paralegal, as needed. Subject to application of City Attorney hourly rate of \$210 per hour (min. 1 hour)	SF Resolution 8325
4	Wireless Application Fee/6409/Public ROW	\$1,250.00	Each Existing Site	Requires Planning Review Fee and min. 2 hours Public Works/Engineering staff. Subject to application of consultant review fee at rate of \$300 for partner, \$260 for associate, \$160 for paralegal, as needed. Subject to application of City Attorney hourly rate of \$210 per hour (min. 1 hour)	SF Resolution 8325
5	Site License Application Fee	\$1,125.00	Each	Subject to application of consultant review fee at rate of \$300 for partner, \$260 for associate, \$160 for paralegal, as needed. Subject to application of City Attorney hourly rate of \$210 per hour (min. 1 hour)	SF Resolution 8325



FY 2024/25 ANNUAL FEE SCHEDULE

II. COMMUNITY DEVELOPMENT DEPARTMENT					
J. COMMUNITY PRESERVATION					
#	Description	Fee	Unit	Special Condition	Authority
1	Special Enforcement Procedure To Comply With Community Preservation Orders That Apply To Inspections Of Violation Of The City Code	\$30.00	Each		SF Resolution 8325
2	Swap Meet Exhibitor Daily License Inspection/Compliance	\$13.00	Each		SF Resolution 8325

** NOTE: Building Valuation is determined by the City Building Official. Valuation provided by the applicant will be checked against indices to ensure reasonableness.*



FY 2024/25 ANNUAL FEE SCHEDULE

III. FINANCE DEPARTMENT					
A. SERVICE FEES AND CHARGES					
#	Description	Fee	Unit	Special Condition	Authority
1	Returned Check Fee				
1a	First	\$25.00			GC 1714
1b	Second	\$35.00	Each		GC 1714
2	Business License Processing Fee	\$30.00	Each		SF Resolution 8325
3	Tobacco Retailers Permit Fee	\$625.00	Each		SFCC§22-436 By SF Resolution 8325
4	Rummage Sale Permit Fee	\$20.00	Each		SFCC§22-226
B. UTILITIES					
#	Description	Fee	Unit	Special Condition	Authority
1	Utilities				
1a	Security Deposit for a New Residential Applicant	\$150.00			SFCC§94-263 By SF Ordinance 1607
1b	Security Deposit for New Commercial Applicant	\$200.00			SFCC§94-263 By SF Ordinance 1607
1c	Security Deposit for Delinquent Accounts	\$200.00		Minimum set by SFCC§94-263	SFCC§94-263 By SF Ordinance 1607
1d	Delivery Fee for Final Disconnection Notices	\$25.00			SFCC§94-263 By SF Ordinance 1607
1e	Administrative/Reconnection Fee	\$65.00			SFCC§94-263 By SF Ordinance 1607
1f	Tampering With Meter	\$125.00			SFCC§94-263 By SF Ordinance 1607
1g	Reinstallation Fee if Meter Has Been Removed	\$160.00		Plus meter and material costs if necessary.	SFCC§94-263 By SF Ordinance 1607
1h	Reinstallation Fee for Inactive Meter	\$125.00		Plus meter and material costs if necessary.	SFCC§94-263 By SF Ordinance 1607
1i	Fee for All Accounts With a Backflow Prevention Device	\$25.00	/month	Cost covers the annual inspection & testing of backflow device; billed \$50 per billing cycle	SFCC§94-269
1j	Returned Check Fee	\$25.00			GC 1714
1k	Delinquency Charge	10%	of delinquency		
C. ALARM PERMITS AND NOTIFICATIONS					
#	Description	Fee/Charge	Unit	Special Condition	Authority
1	Alarm Permits				
1a	Annual Alarm Permit Issuance	\$40.00	Each		SFCC§30-91 By SF Resolution 8325
1b	Penalty For Business With No Permit On File	\$60.00	Each	In Addition To Permit Fee	SF Resolution 7849
1c	Penalty For Not Paying Bill Within 60 Days After Billing	10% of bill	Per Month	Up To The Amount Of The Bill	SFCC§30-33 By SF Resolution 8325
2	Monitoring for Alarms Wired to the Police Department				
2a	Business	\$250.00		Semi-Annual Fee	SF Resolution 8325
2b	Residence	\$150.00		Semi-Annual Fee	SF Resolution 8325
3	False Alarm Responses			Per fiscal year.	
3a	First Response	Free			SFCC§30-32 By SF Resolution 8325
3b	Second Response	Free			SFCC§30-32 By SF Resolution 8325
3c	Third Response	\$253.00			SFCC§30-32 By SF Resolution 8325
3d	Fourth Response	\$253.00			SFCC§30-32 By SF Resolution 8325



FY 2024/25 ANNUAL FEE SCHEDULE

III. FINANCE DEPARTMENT					
C. ALARM PERMITS AND NOTIFICATIONS					
#	Description	Fee/Charge	Unit	Special Condition	Authority
3e	Fifth Response	\$253.00			SFCC§30-32 By SF Resolution 8325
3f	Sixth Response	\$253.00			SFCC§30-32 By SF Resolution 8325
3g	Seventh Response And All Other	\$506.00			SFCC§30-32 By SF Resolution 8325
4	False Panic Alarm Responses	\$253.00	Each		SFCC§30-32 By SF Resolution 8325



FY 2024/25 ANNUAL FEE SCHEDULE

IV. POLICE DEPARTMENT**A. CONTRACT DUTY**

#	Description	Fee	Unit	Conditions/ Justification	Authority
1	Contract Duty for Special Police Services				
1a	Officer	\$115.00	Hour		SF Resolution 8325
1b	Supervisor	\$145.00	Hour		SF Resolution 8325
1c	Commander	\$185.00	Hour		SF Resolution 8325

B. MISCELLANEOUS FEES

#	Description	Fee	Unit	Conditions/ Justification	Authority
1	Vehicle Release	\$80.00	Each	Collected at Tow Yard	SF Resolution 8325
2	Fingerprints				
2a	Livescan	\$32.00	Each		SF Resolution 8325
2b	Ink Roll	\$32.00	Each		SF Resolution 8325
2c	Additional Ink Roll Card	\$14.00	Each		SF Resolution 8325
2d	Purchase Of Blank Ink Roll Card	\$8.00	Each		SF Resolution 8325
3	Court Commitment				
3a	Application Fee	\$150.00	Each	Non-Refundable	SF Resolution 8325
3b	Application Fee Update	\$75.00	Each	Non-Refundable	SF Resolution 8325
3c	Daily Rate	\$150.00	Daily	Non-Refundable	SF Resolution 8325
4	Law Enforcement Clearance Letters	\$60.00	Each	Includes: Local Records Checks, Preparing Clearance Letter, Reproduction, File	SF Resolution 8325
5	Application for Request for Police Reports, Audio Recordings, Photographs on CD, and Duplicate Copies	\$35.00	Each	Non-Refundable	SF Resolution 8325
6	Police Certification Requests	\$25.00	Each		SF Resolution 8325
7	Abstracts	\$40.00	Each		
9	Vehicle Inspection	\$35.00	Each		SF Resolution 8325
10	Administrative Processing Fee				
10a	Vehicle Administrative Processing Fee	\$50.00	Each		SF Resolution 8325
10b	Administrative Processing Fee	\$10.00	Each		SF Resolution 8325
10c	Parking Appeal Administrative Processing Fee	\$40.00	Each		SF Resolution 8325
11	Driving Under the Influence Cost Recovery Program	Varies	Per Incident	Up to \$12,000 Includes On-Scene and Off-Scene Costs	GC§53156
12	Records Request	\$60.00	Hour	Non-PRA Requests Only	SF Resolution 8325
13	City Property Damage	Actual Cost	Each		SF Resolution 8325
14	Failure to Pay Parking Penalty	Double the Fine	Each	Plus Any Additional Cost Incurred	SF Resolution 8325
15	Witness Fee	\$275.00	Daily		GC 68097.2
16	Background Check	\$35.00	Each		SF Resolution 8325
17	Deuces De Tecum	\$15.00	Each		Government Code



FY 2024/25 ANNUAL FEE SCHEDULE

IV. POLICE DEPARTMENT**B. MISCELLANEOUS FEES**

#	Description	Fee	Unit	Conditions/ Justification	Authority
18	NEW CCW			All non- refundable	
18a	Application Fee	\$25.00	Each		
18b	Live Scan Fee	\$93.00	Each		
18c	SFPD Fingerprint Service Fee	\$25.00	Each		
18d	CCW Processing Fee	\$387.00	Each		
19	RENEWAL CCW			All non-refundable	
19a	Live Scan Fee	\$52.00	Each		
19b	SFPD Fingerprint Service Fee	\$25.00	Each		
19c	CCW Renewal Processing Fee	\$373.00	Each		
19d	CCW Amendments	\$10.00	Each		Government Code



FY 2024/25 ANNUAL FEE SCHEDULE

V. PUBLIC WORKS DEPARTMENT

- Any services provided by the Public Works Department not listed below shall be charged at the actual cost to provide services
- Processing and Review fees are non-refundable. These fees include administrative and engineering staffing costs. After six months, all other fees are non-refundable per Section 2-681 of the San Fernando City Code.
- For more complex events or permits, staff will prepare a cost estimate based on the fee schedule.
- Base fees are typical staff time, materials required, and market rate for consultant costs.
- Inspections, which require additional staff time shall require payment of additional fee, based on actual labor cost.
- Fees are due paid in full upon issuance of permit, prior to start of work or event.

A. ENCROACHMENT PERMIT (Dumpster or Other)

#	Description	Base Fee	Unit	Conditions	Authority
1	Dumpster For Residential Area	\$180.00	Lump Sum	Permit Good For A Maximum Of 14 Days	SF Resolution 8325
2	Dumpster For Commercial Area	\$180.00	Lump Sum	Permit Good For A Maximum Of 14 Days	SF Resolution 8325
3	Right-of-Way Encroachments				SF Resolution 8325
3a	Sidewalk – 30 Days	\$180.00	Per Each Block Side		SF Resolution 8325
3b	Street Closure Without Traffic Signals (STAFF SET UP)	\$895.00	Per Block/Per Day		SF Resolution 8325
3c	Street Closure With Traffic Signals (STAFF SET UP)	\$1,325.00	Per Block/Per Day		SF Resolution 8325
3d	Parking Stall, No Meter	\$40.00 (if applicable) + Staff Cost	Per Stall	Includes Parking Lot Maintenance Fee; Staff Cost (time involved determined on case-by-case basis)	SF Resolution 8325
3e	Parking Stall, Metered	Loss of Meter Revenue + \$5.00 (if applicable) + Staff Cost	Per Stall	Includes Loss of Meter Revenue + Parking Lot Maintenance Fee; Staff Cost (time involved determined on case-by-case basis)	SF Resolution 8325
3f	Parking Stall, Construction	\$395.00	Each	Plus Cost of Traffic Delineators and Temporary No Parking Signs	SF Resolution 8325
4	A-Frame Annual Permit	\$410.00	Each		SF Resolution 8325
5	A-Frame Permit Fee	\$180.00	Each		SF Resolution 8325
6	Food Truck	\$345.00			
7	Outdoor Dining Permit	\$920.00			
8	Expedite Fee; Engineering	\$460.00	Each		SF Resolution 8325
9	Street/Alley Closures (By Licensed Contractor)	Contractor Cost			



FY 2024/25 ANNUAL FEE SCHEDULE

V. PUBLIC WORKS DEPARTMENT					
B. HOUSE MOVING/ WIDE LOAD PERMIT					
#	Description	Base Fee	Unit	Conditions	Authority
1	House Moving / Wide Load Permit	\$475.00	Each	Additional Costs for Police, Road Closure or Utilities Relocation may also be required	SF Resolution 8325
C. CERTIFICATE OF SEWER CONNECTION/SEWER DYE TEST					
#	Description	Base Fee	Unit	Conditions	Authority
1	Certificate Of Sewer Connection/Sewer Dye Test	\$615.00	Each	Minimum fee for Staff Review and Testing to Verify Connections and Leaks.	SF Resolution 8325
D. DRAIN SWIMMING POOL					
#	Description	Base Fee	Unit	Conditions	Authority
1	Drain Swimming Pool	\$450.00	Lump Sum	Minimum Fee for Staff Review and Testing	SF Resolution 8325
E. CONSTRUCTION INSPECTION					
#	Description	Base Fee	Unit	Conditions	Authority
1	Processing and Review Fee for Construction Permit (Sidewalk, Driveway Approach, Curb and Gutter, Curb Drain, Other ROW Improvements)				SF Resolution 8325
1a	Review and processing Fee for Construction Permit	\$535.00	Each		
1b	Inspection Time: 1 Hour Minimum	\$410.00	Hour	When More Than One Hour Inspection Time is Needed	
2	Construction Meter				
2a	Fee	\$115.00	Each		SF Resolution 8325
2b	Deposit	\$1,500.00			SF Resolution 8325
2c	Water Usage Deposit	\$1,000.00			SF Resolution 8325
3	Expedite Fee; Engineering	\$460.00	Each		SF Resolution 8325
F. UTILITY TRENCH EXCAVATION					
#	Description	Base Fee/Fine	Unit	Conditions	Authority
1	Review and Processing For Utility Work	\$525.00	Each	Minimum Inspection Fee; Includes One Hour Inspection Time	SF Resolution 8325
2	Inspection For Utility Work	\$410.00	Hour	Includes One Hour Inspection	SF Resolution 8325
3	Expedite Fee; Engineering	\$460.00	Each		SF Resolution 8325
G. SEWER HOUSE CONNECTION/REPAIR					
#	Description	Base Fee	Unit	Conditions	Authority
1	Processing/Review for Sewer Connection/Repair	\$315.00	Lump Sum		SF Resolution 8325
2	Inspection	\$1,175.00	Flat		SF Resolution 8325
3	Expedite Fee; Engineering	\$460.00	Each		SF Resolution 8325



FY 2024/25 ANNUAL FEE SCHEDULE

V. PUBLIC WORKS DEPARTMENT

H. FINAL PARCEL MAP					
#	Description	Base Fee	Unit	Conditions	Authority
1	Plan Check Fee	\$3,225.00	N/A	Minimum Fee Based on Typical Consultant Cost Plus Staff Cost. If City's Actual Costs Exceeds \$3,200, Actual Consultant Fee Will Be Paid Prior to Final Recordation	SF Resolution 8325
I. FINAL TRACT MAP					
#	Description	Base Fee	Unit	Conditions	Authority
1	Plan Check Fee	\$3,225.00	N/A	Minimum Fee; If City's Cost Exceeds, Actual Consultant Fee Will Be Paid Prior To Final Recordation	SF Resolution 8325
J. PUBLICATION VENDING MACHINES / NEWS RACK					
#	Description	Base Fee	Unit	Conditions	Authority
1	Initial Installation Fee	\$230.00	Each	Inspection Fee For New Installation Of Machine/News Rack. Includes first annual permit	SF Resolution 8325
2	Annual Permit Fee	\$180.00	Each		SF Resolution 8325
K. PUBLIC WORKS IMPROVEMENT PLAN CHECK / REPORT					
#	Description	Base Fee	Unit	Conditions	Authority
1	Grading Plan Check For Residential Development	Actual Cost		Minimum Fee	SF Resolution 8325
2	Grading Plan Check For Commercial Development	Actual Cost		Minimum Fee	SF Resolution 8325
3	Site Plan Check List Fee	\$2,325.00			SF Resolution 8325
L. MISCELLANEOUS FEES					
#	Description	Base Fee	Unit	Conditions	Authority
1	AIMS Maintenance Surcharge	10 Percent	Each	Added to All Permit Fees	SF Resolution 8325
M. EQUIPMENT AND MATERIAL RATES					
#	Description	Hourly Rate	Unit	Conditions	Authority
1	Equipment				
1a	Dump Truck 5 – 6 Yard	Per Caltrans Rate	Each		SF Resolution 8325
1b	2 Ton Service Truck With Small Tools	Per Caltrans Rate	Each		SF Resolution 8325
1c	Backhoe	Per Caltrans Rate	Each		SF Resolution 8325
1d	Service, Signal Or Electrical Utility Truck	Per Caltrans Rate	Each		SF Resolution 8325
1e	Aerial Lift Truck	Per Caltrans Rate	Each		SF Resolution 8325
1f	Sweeper Truck	Per Caltrans Rate	Each		SF Resolution 8325
1g	Sewer Truck	Per Caltrans Rate	Each		SF Resolution 8325
1h	Compressor With Air Tools	Per Caltrans Rate	Each		SF Resolution 8325
1i	Stow Saw	Per Caltrans Rate	Each		SF Resolution 8325



FY 2024/25 ANNUAL FEE SCHEDULE

V. PUBLIC WORKS DEPARTMENT**M. EQUIPMENT AND MATERIAL RATES**

#	Description	Hourly Rate	Unit	Conditions	Authority
1j	Concrete Saw	Per Caltrans Rate	Each		SF Resolution 8325
1k	Dump Utility	Per Caltrans Rate	Each		SF Resolution 8325
1l	Arrow Boards / Solar	Per Caltrans Rate	Each		SF Resolution 8325
1m	Traffic Delineator	Per Caltrans Rate	Each		SF Resolution 8325
1n	Barricade Bare	Per Caltrans Rate	Each		SF Resolution 8325
1o	Concrete Mixer	Per Caltrans Rate	Each		SF Resolution 8325
1p	High Pressure Washer With Trailer	Per Caltrans Rate	Each		SF Resolution 8325
1q	Light Tower	Per Caltrans Rate	Each		SF Resolution 8325
1r	Portable Generator 6 Kw	Per Caltrans Rate	Each		SF Resolution 8325
1s	Large Capacity Mobile Generator	Per Caltrans Rate	Each		SF Resolution 8325
1t	Chain Saw 20"	Per Caltrans Rate	Each		SF Resolution 8325
1u	Vibrator Compactor	Per Caltrans Rate	Each		SF Resolution 8325
1v	3" Trash Pump	Per Caltrans Rate	Each		SF Resolution 8325
1w	2" Trash Pump	Per Caltrans Rate	Each		SF Resolution 8325
1x	5 Horsepower Tiller Walk Behind	Per Caltrans Rate	Each		SF Resolution 8325
1y	Airless Paint Sprayer	Per Caltrans Rate	Each		SF Resolution 8325
1z	500 Gallon Water Trailer	Per Caltrans Rate	Each		SF Resolution 8325
1aa	5,000 Lb Fork Lift Industrial	Per Caltrans Rate	Each		SF Resolution 8325
1bb	Message Board	\$425.00	Each	Installation, Removal and Programming	SF Resolution 8325
1dd	Temporary "No Parking" Signs	Market Value	Each	Price Per Sign	SF Resolution 8325
1ee	K-Rail (Day)	Per Caltrans Rate	Each		SF Resolution 8325
1ff	K-Rail (Week)	Per Caltrans Rate	Each		SF Resolution 8325
1gg	K-Rail (Month)	Per Caltrans Rate	Each		SF Resolution 8325
1hh	Directional Signs (Right; Left; No Turn) (Day)	Per Caltrans Rate	Each		SF Resolution 8325
1ii	Advanced Warning Signs (Day)	Per Caltrans Rate	Each		SF Resolution 8325
2	Materials				
2a	Cement	Actual Cost	Cubic Yard		SF Resolution 8325
2b	Slurry	Market Value	Cubic Yard		SF Resolution 8325
2c	Road Base	Market Value	Ton		SF Resolution 8325
2d	Fill Sand	Market Value	Ton		SF Resolution 8325
2e	Temp A/C 800 Cold Mix	Market Value	Ton		SF Resolution 8325
2f	Permanent A/C	Market Value	Ton		SF Resolution 8325



FY 2024/25 ANNUAL FEE SCHEDULE

V. PUBLIC WORKS DEPARTMENT					
N. PUBLIC WORKS TREE SERVICES ON PUBLIC PARKWAY					
#	Description	Rate	Unit	Conditions	Authority
1	Tree Planting – 24" Box	Actual Cost	Each	With Root Barrier	SF Resolution 8325
2	Tree Planting – 36" Box	Actual Cost	Each	With Root Barrier	SF Resolution 8325
3	Tree And Stump Removal – Measured at 60" Height	Contract Rate	Per Diameter Inch		SF Resolution 8325
4	Stump Removal	Contract Rate	Per Diameter Inch		SF Resolution 8325
5	Tree Trim – Grid Or Light Trim Not To Exceed 20% Of Tree	Contract Rate	Per Tree		SF Resolution 8325
6	Palm Tree Trimming	Contract Rate	Per Tree		SF Resolution 8325
7	Ficus Tree Trimming	Contract Rate	Per Tree		SF Resolution 8325
O. RESIDENTIAL SIDEWALK PARTNER PROGRAM					
#	Description	Base Fee	Unit	Conditions	Authority
1	Sidewalk or Approach	\$35.00	Square Foot	Only Offered As Funds Remain Available	SF Resolution 8325
P. CITY BANNER AND BUS SHELTER PROGRAM					
#	Description	Base Fee	Unit	Conditions	Authority
1	Cross Street Banner				
1a	Install And Removal Of Banner	\$1,470.00	Each	City Reserves The Right To Review And Approve Content Of Banner	SF Resolution 8325
1b	Weekly Ad Rate For Display Of Banner	\$160.00	Each		SF Resolution 8325
2	Vertical Street Pole Banner Permit	\$160.00			SF Resolution 8325
2a	Install And Removal Single Banner	\$515.00	Each	City Reserves The Right To Review And Approve Content Of Banner	SF Resolution 8325
2b	Install And Removal Double Banner On Single Pole	\$260.00	Each	City Reserves The Right To Review And Approve Content Of Banner	SF Resolution 8325
2c	Weekly Ad Rate For Display Of Single Banner	\$160.00	Each		SF Resolution 8325
2d	Weekly Ad Rate For Display Of Double Banner On Single Pole	\$315.00	Each		SF Resolution 8325
2e	Install Of Banner Hanging Hardware	\$225.00	Each		SF Resolution 8325
3	Banner Ads On City Trolley				
3a	Install And Removal Of Single Banner On Exterior	\$160.00	Each	Applicant To Provide Banner Ads; City Reserves The Right To Review And Approve Content Of Banner	SF Resolution 8325
3b	Weekly Ad Rate For Display Of Banner	\$160.00	Each		SF Resolution 8325
3c	Weekly Ad Rate For Display Of Ads On Trolley Interior, Or Running Of Ad On Trolley Closed Circuit TV Display	\$160.00	Each		SF Resolution 8325



FY 2024/25 ANNUAL FEE SCHEDULE

V. PUBLIC WORKS DEPARTMENT					
P. CITY BANNER AND BUS SHELTER PROGRAM					
#	Description	Base Fee	Unit	Conditions	Authority
4	Bus Shelters				SF Resolution 8325
4a	Poster Size Banner Installation And Take Down	\$235.00	Each	City Reserves The Right To Review And Approve Content Of Banner	SF Resolution 8325
4b	Banner Display – Monthly Ad Rate	\$160.00	Each		SF Resolution 8325
Q. NPDES COMMERCIAL / INDUSTRIAL SITE INSPECTION PROGRAM					
#	Description	Base Fee	Unit	Conditions	Authority
1	Initial Inspection				
1a	Industrial	Contractor Cost	Each	Plus 27%	SF Resolution 8325
1b	Auto-Related	Contractor Cost	Each	Plus 27%	SF Resolution 8325
1c	Retail Gas Outlet	Contractor Cost	Each	Plus 27%	SF Resolution 8325
1d	Restaurants	Contractor Cost	Each	Plus 27%	SF Resolution 8325
2	Second Follow-Up Inspection				
2a	Industrial	Contractor Cost	Each	Plus 27%	SF Resolution 8325
2b	Auto-Related	Contractor Cost	Each	Plus 27%	SF Resolution 8325
2c	Retail Gas Outlet	Contractor Cost	Each	Plus 27%	SF Resolution 8325
2d	Restaurants	Contractor Cost	Each	Plus 27%	SF Resolution 8325
3	Illicit Storm Drain Connection	\$68.00		Minimum fee for Staff Review and Testing to Verify Connections and Leaks.	SF Resolution 8325
R. COMMERCIAL SELF-HAUL PERMIT / INSPECTION FEES					
#	Description	Base Fee	Unit	Conditions	Authority
1	Annual Permit Fee	\$210.00	Each		SF Resolution 8325
2	Inspection Fee	\$75.00	Each		SF Resolution 8325
S. UTILITIES					
#	Description	Rate with Benefits	Unit	Conditions	Authority
1	Outdoor Services Annual Permit	\$575.00			
2	After Hours Water Turn On Fee	\$435.00			
3	Service Shut off Fee by 3pm (on orders)	\$50.00			
4	Service Shut off fee between 3:01 pm to 430pm	\$150.00			
5	Temporary Construction Meter Fee	\$180.00			
6	Fire Flow Test	\$765.00			
7	Inspection Fee/Plan Check Fee	\$920.00			
8	Jumper Fee	\$160.00			
9	Late Fee Notice	\$160.00			



FY 2024/25 ANNUAL FEE SCHEDULE

V. PUBLIC WORKS DEPARTMENT**S. UTILITIES**

#	Description	Rate with Benefits	Unit	Conditions	Authority
10	Meter Test Deposit Fee	\$165.00			
11	Returned Check Fee	\$25.00			
12	Temporary Service/ Temporary Relocation Service	\$2,150.00			
13	Violation Notice First Notice	\$10.00			
14	Violations Notice Second	\$20.00			
15	Violation Notice Third and Thereafter	\$30.00			
1	Outdoor Services Annual Permit	\$575.00			
2	After Hours Water Turn On Fee	\$435.00			
3	Service Shut off Fee by 3pm (on orders)	\$50.00			
4	Service Shut off fee between 3:01 pm to 430pm	\$150.00			

T. GRAFFITI REMOVAL PARTNER PROGRAM

#	Description	Base Fee	Unit	Conditions	Authority
1	Graffiti Removal From Private Property Up To Height Of 12'	Actual Cost Per Site	Maximum Height Of 12'	Additional Costs May Include Equipment And Materials; Work Is Contingent On Approval And Signature Of Consent To Enter/Liability Release Form Or Upon Declaration Of Public Nuisance From City Official	SF Resolution 8325
2	Graffiti Removal From Private Property At Height Exceeding 12'	Actual Cost Per Site	Removal Over 12'	Additional Costs May Include Equipment And Materials; Work Is Contingent On Approval And Signature Of Consent To Enter/Liability Release Form Or Upon Declaration Of Public Nuisance From City Official	SF Resolution 8325
3	Sidewalk Pressure Washing	Actual Cost Per Site	Hourly Rate	Additional Costs May Include Equipment And Materials; Work Is Contingent On Approval And Signature Of Consent To Enter/Liability Release Form Or Upon Declaration Of Public Nuisance From City Official	SF Resolution 8325



FY 2024/25 ANNUAL FEE SCHEDULE

VI. RECREATION AND COMMUNITY SERVICES DEPARTMENT

- Resident groups must consist of not less than 60% residents.
- All youth group coaches must be certified and fingerprinted through the Recreation and Community Services Department and be in possession of a Department issued identification card.
- Proof of residency required for resident rate.
- Proof of active non-profit status required for non-profit rate.
- Application processing time is estimated at 7 to 10 business days, please plan accordingly.

A. INDOOR FACILITY USE (RECREATION PARK, LAS PALMAS PARK AND TEA HOUSE AT RUDY ORTEGA SR. PARK)

	Number of Participants	Facility Fee /Hour	Staff Rate /Hour	Conditionally Refundable Damage/ Cleaning Deposit + Application Fee	Duration Minimum	Authority
1	Resident / Non-Profit					
1a	Event With 1 – 49 People	\$38.50	\$27.50	\$165 + \$10	4 Hours	SF Resolution 8325
1b	Event With 50 – 99 People	\$44.00	\$49.50	\$165 + \$10	4 Hours	SF Resolution 8325
1c	Event With 100 – 149 People	\$55.00	\$71.50	\$165 + \$10	4 Hours	SF Resolution 8325
1d	Event With 150 – 199 People	\$66.00	\$88.00	\$165 + \$10	4 Hours	SF Resolution 8325
1e	Event With 200 – 249 People	\$82.50	\$88.00	\$165 + \$10	4 Hours	SF Resolution 8325
1f	Event With 250 – 300 People	\$93.50	\$88.00	\$165 + \$10	4 Hours	SF Resolution 8325
1g	Alcohol Use Permit	\$93.50		\$250 + \$10		SF Resolution 8325
2	Non-Resident					
2a	Event With 1 – 49 People	\$49.50	\$27.50	\$165 + \$10	4 Hours	SF Resolution 8325
2b	Event With 50 – 99 People	\$60.50	\$49.50	\$165 + \$10	4 Hours	SF Resolution 8325
2c	Event With 100 – 149 People	\$66.00	\$66.00	\$165 + \$10	4 Hours	SF Resolution 8325
2d	Event With 150 – 199 People	\$82.50	\$88.00	\$165 + \$10	4 Hours	SF Resolution 8325
2e	Event With 200 – 249 People	\$93.50	\$88.00	\$165 + \$10	4 Hours	SF Resolution 8325
2f	Event With 250 – 300 People	\$110.00	\$88.00	\$165 + \$10	4 Hours	SF Resolution 8325
2g	Alcohol Use Permit	\$119.90		\$250 + \$10		SF Resolution 8325

B. PICNIC AREA USE

	Location	Fee /Hour Daily (10 am – 7 pm)	Application Fee	Conditionally Refundable Damage/ Cleaning Deposit + Electricity Fee	Duration Minimum	Authority
1	Resident / Non-Profit					
1a	Las Palmas Park Area #1 (4 Tables)	\$88.00	\$10.00	\$60 + \$15 (If Required)	Daily	SF Resolution 8325
1b	Las Palmas Park Area #2 (4 Tables)	\$88.00	\$10.00	\$60 + \$15 (If Required)	Daily	SF Resolution 8325
1c	Las Palmas Park Area #3 (9 Tables)	\$126.50	\$10.00	\$60 + \$15 (If Required)	Daily	SF Resolution 8325
1d	Recreation Park Area #1 (4 Tables)	\$88.00	\$10.00	\$60 + \$15 (If Required)	Daily	SF Resolution 8325



FY 2024/25 ANNUAL FEE SCHEDULE

VI. RECREATION AND COMMUNITY SERVICES DEPARTMENT**B. PICNIC AREA USE**

	Location	Fee /Hour Daily (10 am – 7 pm)	Application Fee	Conditionally Refundable Damage/ Cleaning Deposit + Electricity Fee	Duration Minimum	Authority
1e	Recreation Park Area #2 (6 Tables)	\$99.00	\$10.00	\$60 + \$15 (If Required)	Daily	SF Resolution 8325
1f	Bouncer	\$5.50	\$5.00	\$60 + \$15 (If Required)	Daily	SF Resolution 8325
2	Non-Resident					
2a	Las Palmas Park Area #1 (4 Tables)	\$110.00	\$10.00	\$60 + \$15 (If Required)	Daily	SF Resolution 8325
2b	Las Palmas Park Area #2 (4 Tables)	\$110.00	\$10.00	\$60 + \$15 (If Required)	Daily	SF Resolution 8325
2c	Las Palmas Park Area #3 (9 Tables)	\$143.00	\$10.00	\$60 + \$15 (If Required)	Daily	SF Resolution 8325
2d	Recreation Park Area #1 (4 Tables)	\$110.00	\$10.00	\$60 + \$15 (If Required)	Daily	SF Resolution 8325
2e	Recreation Park Area #2 (6 Tables)	\$121.00	\$10.00	\$60 + \$15 (If Required)	Daily	SF Resolution 8325
2f	Bouncer	\$16.50	\$5.00	\$60 + \$15 (If Required)		SF Resolution 8325

C. SPORTS FIELDS / OUTDOOR COURTS

	Location	Youth Fee /Hour	Adult Fee /Hour	Youth League Field Maintenance Impact Fee	Insurance Required	Authority
1	Resident / Non-Profit					
1a	Ball Fields/Courts (Each)	\$17.00/child/yr	NA	*\$15 Per Season Per Registered Player (Non-Profit Youth Teams with City agreement)	Yes	
	Ball Fields/Courts (Each)	\$22.00	\$33.00		Yes	
1b	Ball Fields/Court Lights	\$16.50	\$22.00			SF Resolution 8325
2	Non-Resident					
2a	Ball Fields/Courts (Each)	\$33.00	\$44.00		Yes	SF Resolution 8325
2b	Ball Fields/Court Lights	\$16.50	\$22.00			SF Resolution 8325
3	Concession Stand Rental	\$27.50	\$38.50	Per hour	Yes / LAC DPH Permit	SF Resolution 8325

D. SPECIAL EVENTS

	Description	Fee	Unit	Special Condition	Other	Authority
1	Special Events Application Processing					
1a	Application Processing Fee	\$55.00	Each	No less than 60 days		SF Resolution 8325
1b	Change Fee	\$33.00	Each			SF Resolution 8325
1c	Additional Expedition Cost Fee – 60 Days or Less Before Event Date	\$132.00	Each			SF Resolution 8325
1d	Additional Expedition Cost Fee – 30 Days or Less Before Event Date	\$154.00	Each			SF Resolution 8325



FY 2024/25 ANNUAL FEE SCHEDULE

VI. RECREATION AND COMMUNITY SERVICES DEPARTMENT						
D. SPECIAL EVENTS						
	Description	Fee	Unit	Special Condition	Other	Authority
1e	Additional Expedition Cost Fee – 10 Working Days or Less Before Event Date	\$198.00	Each			SF Resolution 8325

**APPENDIX 1: FILMLA FEE SCHEDULE**

- This table reflects the FilmLA Primary Fee Schedule, effective July 1, 2024.
- FilmLA fees not listed on the primary fee schedule will have their maximum rates raised consistent with the increase in the rates as above.

FILM LA PRIMARY FEE SCHEDULE

#	Fee Description	Rate	Unit	Authority
1	FilmLA Film Application Fee	\$931.00	Permit	SF Resolution 8325
2	FilmLA Permit Rider Fee	\$148.75	Permit	SF Resolution 8325
3	FilmLA Modified Permit Application Fee	\$71.00	Permit	SF Resolution 8325
4	FilmLA Modified Permit Rider Fee	\$36.00	Hour	SF Resolution 8325
5	FilmLA Monitor Fees	\$44.50	Hour	SF Resolution 8325
6	FilmLA Monitor Fees Overtime	\$66.50	Hour	SF Resolution 8325
7	FilmLA Monitor Fees - Double Time	\$87.00	Hour	SF Resolution 8325
8	FilmLA Still Application Fee	\$104.00	Permit	SF Resolution 8325
9	FilmLA Still Rider Fee	\$31.00	Permit	SF Resolution 8325
10	FilmLA Notification Fee	\$232.00	Base Radius	SF Resolution 8325

**APPENDIX 2: GENERAL BAIL SCHEDULE**

- The San Fernando City Code Section 1-30 provides that any violation of the San Fernando City Code may be prosecuted as a misdemeanor, as an infraction or as a civil administrative action. Pursuant to California Government Code Section 36900(b), every violation of the San Fernando City Code determined to be a misdemeanor is punishable by a fine of not more than One Thousand (\$1,000.00) Dollars, or by imprisonment for a period of not more than six (6) months, or by both such fine and imprisonment. Further, every violation of the San Fernando City Code determined to be an infraction is punishable by: (1) a fine not exceeding One Hundred dollars (\$100) for a first violation; (2) a fine not exceeding Two Hundred dollars (\$200) for a second violation of the same Code provision within one year; (3) a fine not exceeding Five Hundred dollars (\$500) for each additional violation of the same Code provision within one year except as otherwise provided by City Council or as otherwise provided in the City of San Fernando General Bail Schedule. The City officer who issues the citation shall indicate the Code section or provision that was violated. For repeated offenses of the same Code section or provision within one calendar year, the officer will indicate the repeated offense by adding the number of repeated offenses in parentheses after the Code Section number. (For example, a second offense of Section 14-3 would read: 14-3/(2)).
- Unless otherwise provided by City Council, bail for any violation of the San Fernando City Code for which no provision is made in this schedule shall be in the amount of One Hundred (\$100.00) Dollars for a first violation; Two Hundred (\$200.00) for a second violation of the same code provision within a twelve month period; and Five Hundred (\$500.00) Dollars for each additional violation of the same code provision within a twelve month period, plus an additional 10% AIMS Maintenance Surcharge on each violation, respectively.
- Penalties or fines on parking citations unpaid after thirty (30) calendar days from date of issue shall be levied an additional penalty of double the original penalty or fine amount, and an additional \$10 shall be levied when unpaid citations are transmitted to the Department of Motor Vehicles for placement of holds on vehicle registrations.
- The Los Angeles County Municipal Courts Schedule of Bail for Infractions and Misdemeanors shall be used to establish the penalties for parking and standing violations of the California Vehicle Code, Division 11, Chapters 9, 10, and 11, Sections 22500 through 22953 with exception of those sections listed in this Resolution.

GENERAL BAIL SCHEDULE – CHAPTER 14: ANIMALS

#	Description of Code Section Violations	Bail – First Offense	Bail – Second Offense	Bail – Third Offense	Additional	Authority
1	Article I. In General					
1a	Keeping Prohibited Animals Within 50 Feet Of Any Residence Or Within 100 Feet Of Any School, Hospital Or Similar Institution	\$50.00	\$200.00	\$500.00	10% (AIMS Maintenance Surcharge)	SFCC§14-3
1b	Keeping More Than 50 Chickens Or Rabbits, Or Poultry Of Any Kind	\$50.00	\$200.00	\$500.00	10% (AIMS Maintenance Surcharge)	SFCC§14-4
2	Article IV. Birds					

**APPENDIX 2: GENERAL BAIL SCHEDULE****GENERAL BAIL SCHEDULE – CHAPTER 14: ANIMALS**

#	Description of Code Section Violations	Bail – First Offense	Bail – Second Offense	Bail – Third Offense	Additional	Authority
2a	Keeping More Than 200 Live Birds	\$50.00	\$200.00	\$500.00	10% (AIMS Maintenance Surcharge)	SFCC§14-107
2b	Keeping More Than 25 Live Birds On Any Residential Lot In An Outside Or Open Cage, Flight Cage, Or Open Aviary	\$50.00	\$200.00	\$500.00	10% (AIMS Maintenance Surcharge)	SFCC§14-108
2c	Having Any Cage Or Open Aviary For Live Birds Within 35 Feet Of Any Building Used As A Dwelling, Residence Or Hospital	\$50.00	\$200.00	\$500.00	10% (AIMS Maintenance Surcharge)	SFCC§14-109
2d	Maintaining More Than 200 Birds; Or Maintaining Less Than 200 Birds Without Meeting Containment Requirements	\$50.00	\$200.00	\$500.00	10% (AIMS Maintenance Surcharge)	SFCC§14-110
2e	Failure To Maintain A Solid Fence In Conformity With Requirements For Keeping Birds	\$50.00	\$200.00	\$500.00	10% (AIMS Maintenance Surcharge)	SFCC§14-111
2f	Failure To Keep Bird Cage Or Aviary In A Clean And Sanitary Condition	\$50.00	\$200.00	\$500.00	10% (AIMS Maintenance Surcharge)	SFCC§14-112

GENERAL BAIL SCHEDULE – CHAPTER 18: BUILDINGS AND BUILDING REGULATIONS

#	Description of Code Section Violations	Bail – First Offense	Bail – Second Offense	Bail – Third Offense	Additional	Authority
1	Article I. In General					
1a	Failure To Comply With The Uniform Administrative Code	\$250.00	\$500.00	\$1,000.00	10% (AIMS Maintenance Surcharge)	SFCC§18-1
2	Article II. Building Code					
2a	Violation Of Or Failure To Comply With The Building Code	\$250.00	\$500.00	\$1,000.00	10% (AIMS Maintenance Surcharge)	SFCC§18-31
3	Article III. Electrical Code					
3a	Violation Of Or Failure To Comply With The Electrical Code	\$250.00	\$500.00	\$1,000.00	10% (AIMS Maintenance Surcharge)	SFCC§18-61
4	Article IV. Mechanical Code					
4a	Violation Of Or Failure To Comply With The Mechanical Code	\$250.00	\$500.00	\$1,000.00	10% (AIMS Maintenance Surcharge)	SFCC§18-91
5	Article V. Plumbing Code					
5a	Violation Of Or Failure To Comply With The Plumbing Code	\$250.00	\$500.00	\$1,000.00	10% (AIMS Maintenance Surcharge)	SFCC§18-121
6	Article VI. Housing Code					

**APPENDIX 2: GENERAL BAIL SCHEDULE****GENERAL BAIL SCHEDULE – CHAPTER 18: BUILDINGS AND BUILDING REGULATIONS**

#	Description of Code Section Violations	Bail – First Offense	Bail – Second Offense	Bail – Third Offense	Additional	Authority
6a	Violation Of Or Failure To Comply With The Housing Code	\$250.00	\$500.00	\$1,000.00	10% (AIMS Maintenance Surcharge)	SFCC§18-151
7	Article VII. Dangerous Buildings					
7a	Violation Of Or Failure To Comply With The Uniform Code For The Abatement Of Dangerous Buildings	\$250.00	\$500.00	\$1,000.00	10% (AIMS Maintenance Surcharge)	SFCC§18-181

GENERAL BAIL SCHEDULE – CHAPTER 34: ENVIRONMENT

#	Description of Code Section Violations	Bail – First Offense	Bail – Second Offense	Bail – Third Offense	Additional	Authority
1	Article II. Noise					
1a	Disturbing The Peace: Noise Violation	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§34-28
1b	Creating Or Allowing The Creation Of Any Noise To Exceed The Permitted Ambient Noise Level More Than Ten Minutes Per Hour	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§34-29
1c	Disturbing The Peace: Noise On Any Residential Property Exceeding Noise Limits	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§34-30
1d	Disturbing The Peace: Amplifying Equipment	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§34-66

GENERAL BAIL SCHEDULE – CHAPTER 38: FIRE PREVENTION AND PROTECTION

#	Description of Code Section Violations	Bail – First Offense	Bail – Second Offense	Bail – Third Offense	Additional	Authority
1	Article III. Fireworks					
1a	Possession, use, storage, sale and/or display of dangerous fireworks	\$1,000.00	\$2,000.00	\$3,000.00	10% (AIMS Maintenance Surcharge)	SFCC§38-106
1b	Failure to obtain a permit for the public display of fireworks	\$500.00	\$1,000.00	\$1,500.00	10% (AIMS Maintenance Surcharge)	SFCC§38-106
1c	Violation of a condition imposed pursuant to fire chief by any person who does obtain a permit for the public display of fireworks	\$1,500.00	\$3,000.00	\$5,000.00	10% (AIMS Maintenance Surcharge)	SFCC§38-106
1d	Use of "safe and sane fireworks" other than those uses permitted (i.e., permitted public displays)	\$250.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§38-106

**APPENDIX 2: GENERAL BAIL SCHEDULE****GENERAL BAIL SCHEDULE – CHAPTER 42: HEALTH AND SANITATION**

#	Description of Code Section Violations	Bail – First Offense	Bail – Second Offense	Bail – Third Offense	Additional	Authority
1	Article III. Health Code					
1a	Violation Of The Health And Safety Code	\$50.00	\$200.00	\$500.00	10% (AIMS Maintenance Surcharge)	SFCC\$42-81

GENERAL BAIL SCHEDULE – CHAPTER 46: MANUFACTURED HOMES AND TRAILERS

#	Description of Code Section Violations	Bail – First Offense	Bail – Second Offense	Bail – Third Offense	Additional	Authority
1	Article II. Trailers and Trailer Camps					
1a	Keeping A Trailer On Property Which Is Not A Duly Licensed Auto And Trailer Camp	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC\$46-26
1b	Using A Trailer Coach For Living Or Sleeping Quarters Except In A Duly Licensed Auto And Trailer Camp	\$1,000.00	\$1,000.00	\$1,000.00	10% (AIMS Maintenance Surcharge)	SFCC\$46-27

GENERAL BAIL SCHEDULE – CHAPTER 50: OFFENSES AND MISCELLANEOUS PROVISIONS

#	Description of Code Section Violations	Bail – First Offense	Bail – Second Offense	Bail – Third Offense	Additional	Authority
1	Article III. Offenses Against Property					
1a	Selling Aerosol Spray Paint To A Person Under The Age Of 18 Years	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC\$50-133(B)(1)
1b	Failure To Keep Aerosol Spray Paint In A Place That Is Locked And Secure	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC\$50-133(B)(3)
1c	Possession Of Aerosol Container Of Spray Paint In A Public Park, Playground, Swimming Pool, Or Recreation Facility, Public Building Or Other Public Place, Other Than A Highway, Street Or Alley	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC\$50-133(C)
1d	Possessing Any Aerosol Spray Paint While On Any Public Highway, Street, Alley Or Way By A Person Under The Age Of 18 Unless Such Person Is Accompanied By A Parent Or Legal Guardian	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC\$50-133(D)
1e	Defacing Property	\$1,000.00	\$1,000.00	\$1,000.00	10% (AIMS Maintenance Surcharge)	SFCC\$50-133(E)
1f	Violating Regulations Pertaining To Graffiti And Or Spray Paint Control	\$1,000.00	\$1,000.00	\$1,000.00	10% (AIMS Maintenance Surcharge)	SFCC\$50-133(G)
1g	Urinating Or Defecating In Public	\$1,000.00	\$1,000.00	\$1,000.00	10% (AIMS Maintenance Surcharge)	SFCC\$50-134

**APPENDIX 2: GENERAL BAIL SCHEDULE****GENERAL BAIL SCHEDULE – CHAPTER 54: PARKS AND RECREATION**

#	Description of Code Section Violations	Bail – First Offense	Bail – Second Offense	Bail – Third Offense	Additional	Authority
1	Article I. In General					
1a	Posting, Placing Or Erecting Any Bills, Notices, Papers Or Advertising Devices In A Park Or Recreation Center	\$50.00	\$200.00	\$500.00	10% (AIMS Maintenance Surcharge)	SFCC§54-3

GENERAL BAIL SCHEDULE – CHAPTER 58: PEDDLERS AND SOLICITORS

#	Description of Code Section Violations	Bail – First Offense	Bail – Second Offense	Bail – Third Offense	Additional	Authority
1	Article II. Peddlers					
1a	Peddling Without First Obtaining A Permit And/Or Other Required Licenses	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§58-56
1b	Transfer Of Peddling Permit	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§58-59
1c	Failure To Exhibit A Peddler's Permit And License Upon Request	\$50.00	\$200.00	\$500.00	10% (AIMS Maintenance Surcharge)	SFCC§58-60
2	Article III. Sidewalk Vendors					
2a	Vending Without a Sidewalk Vending Permit	\$200.00	\$450.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC §58-92 & SFCC Reso No. 7942
2b	Violating Regulations for Sidewalk Vending Operating Requirements	\$100.00	\$200.00	\$500.00	10% (AIMS Maintenance Surcharge)	SFCC §58-93 & SFCC Reso No. 7942
2c	Vending in a Location Within Fifteen Feet of Any Intersection; Within Ten Feet of Any Fire Hydrant or Driveway; Within Any Parkway or Landscaped Areas Lacking Paved Pathways; Within Any Other Unauthorized Location; Within Five Hundred Feet of a Farmers' Market or Swap Meet; Within Five Hundred Feet of a School During School Hours and Within one hour before or after school drop off and pick up; In Any City Parking Lot; On Private Property Without Authorization	\$100.00	\$200.00	\$500.00	10% (AIMS Maintenance Surcharge)	SFCC §58-93 & SFCC Reso No. 7942
2d	Vending Outside of Permitted Hours of 7:00 a.m. and 11:00 p.m. Daily (Nonresidential Areas); Vending Outside of Permitted Hours Between 7:00 a.m. and 7:00 p.m. on Weekdays and Between 9:00 a.m. and 6:00 p.m. on Weekends and Holidays (Residential Areas)	\$100.00	\$200.00	\$500.00	10% (AIMS Maintenance Surcharge)	SFCC §58-93 & SFCC Reso No. 7942

**APPENDIX 2: GENERAL BAIL SCHEDULE****GENERAL BAIL SCHEDULE – CHAPTER 58: PEDDLERS AND SOLICITORS**

#	Description of Code Section Violations	Bail – First Offense	Bail – Second Offense	Bail – Third Offense	Additional	Authority
3	Article IV. Ice Cream Vendors					
3a	Stopping Of A Vehicle For Purposes Of Selling Or Soliciting To Sell Within One Block In Any Direction Of A School, Or In Any Other Areas Deemed Unsafe By Local Law Enforcement Personnel	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC\$58-163
3b	Violation Of Ice Cream Vendor Regulations	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC\$58-164
3c	Selling Ice Cream From An Automotive Vehicle Without A Permit And License	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC\$58-191
3d	Transfer Of Ice Cream Vendor Permit	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC\$58-195
3e	Failure To Exhibit An Ice Cream Vendor Permit And License Upon Request	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC\$58-196

GENERAL BAIL SCHEDULE – CHAPTER 66: SECONDHAND GOODS

#	Description of Code Section Violations	Bail – First Offense	Bail – Second Offense	Bail – Third Offense	Additional	Authority
1	Article II. Pawnbrokers, Junk and Secondhand Dealers					
1a	Failure To Maintain A Business Sign That Satisfies Requirements For Junk Dealers, Pawnbrokers, Pawnshops, Or Secondhand Dealers	\$50.00	\$200.00	\$500.00	10% (AIMS Maintenance Surcharge)	SFCC\$66-29
2	Article III. Garage, Patio and Similar Sales					
2a	Selling Property Other Than Personal Property At A Garage, Patio Or Similar Sale	\$75.00	\$200.00	\$500.00	10% (AIMS Maintenance Surcharge)	SFCC\$66-63
2b	Failure To Comply With City Council Restrictions On Operation Hours And Days Of Operation Of A Garage, Patio Or Similar Sale	\$75.00	\$200.00	\$500.00	10% (AIMS Maintenance Surcharge)	SFCC\$66-64
2c	Operating Or Maintaining A Garage, Patio Or Similar Sale With Property Displayed On Front Or Side Yard Or In A Public Right-Of-Way	\$75.00	\$200.00	\$500.00	10% (AIMS Maintenance Surcharge)	SFCC\$66-66
2d	Improperly Posting Advertisement Or Signs In Relation To A Garage, Patio Or Similar Sale	\$75.00	\$200.00	\$500.00	10% (AIMS Maintenance Surcharge)	SFCC\$66-67
2e	Operating Or Maintaining A Garage, Patio Or Similar Sale That Creates A Public Nuisance	\$75.00	\$200.00	\$500.00	10% (AIMS Maintenance Surcharge)	SFCC\$66-68
2f	Permitting The Illegal Parking Of Cars In Relation To A Garage, Patio Or Similar Sale	\$75.00	\$200.00	\$500.00	10% (AIMS Maintenance Surcharge)	SFCC\$66-70

**APPENDIX 2: GENERAL BAIL SCHEDULE****GENERAL BAIL SCHEDULE – CHAPTER 66: SECONDHAND GOODS**

#	Description of Code Section Violations	Bail – First Offense	Bail – Second Offense	Bail – Third Offense	Additional	Authority
2g	Operating Or Maintaining A Garage, Patio Or Similar Sale Without A Permit	\$50.00	\$100.00	\$200.00	10% (AIMS Maintenance Surcharge)	SFCC\$66-101
3	Article IV. Swap Meets					
3a	Failure To Obtain A Permit Before Establishing, Organizing Or Conducting A Swap Meet	\$75.00	\$200.00	\$500.00	10% (AIMS Maintenance Surcharge)	SFCC\$66-138
3b	Failure To Obtain A Permit And Business License Before Establishing, Organizing Or Conducting A Swap Meet	\$75.00	\$200.00	\$500.00	10% (AIMS Maintenance Surcharge)	SFCC\$66-139
3c	Failure To Comply With Operating Requirements For Swap Meets	\$75.00	\$200.00	\$500.00	10% (AIMS Maintenance Surcharge)	SFCC\$66-141
3d	Selling, Trading, Exchanging, Or Bartering Of Prohibited Items At A Swap Meet	\$75.00	\$200.00	\$500.00	10% (AIMS Maintenance Surcharge)	SFCC\$66-142

GENERAL BAIL SCHEDULE – CHAPTER 70: SOLID WASTE

#	Description of Code Section Violations	Bail – First Offense	Bail – Second Offense	Bail – Third Offense	Additional	Authority
1	Article II. Collection Agreements; Collection Permits					
1a	Collecting Solid Waste And/Or Recyclables Without A Collection Agreement With The City Council	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC\$70-11
1b	Failure To Obtain Or Maintain Permits And Licenses	\$50.00	\$200.00	\$500.00	10% (AIMS Maintenance Surcharge)	SFCC\$70-16
1c	Transferring A Permit Or Collection Agreement	\$50.00	\$200.00	\$500.00	10% (AIMS Maintenance Surcharge)	SFCC\$70-17
2	Article VI. General Requirements					
2a	Failure To Immediately Clean Up, Contain, Collect And/Or Remove Solid Waste Or Recyclables On Any Public Property	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC\$70-72
2b	Transporting Any Loose Solid Waste By Motor Vehicle That Is Not Covered And/Or Secured In A Manner To Prevent Depositing Of Solid Waste On Public Or Private Property	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC\$70-73
2c	Transferring Solid Waste Or Recyclables From One Collection Vehicle To Another On Any Public Street Or Road	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC\$70-74

**APPENDIX 2: GENERAL BAIL SCHEDULE****GENERAL BAIL SCHEDULE – CHAPTER 70: SOLID WASTE**

#	Description of Code Section Violations	Bail – First Offense	Bail – Second Offense	Bail – Third Offense	Additional	Authority
2d	Tampering With, Or Removing Solid Waste Or Recyclables From A Container, Or Depositing Solid Waste In Any Place Other Than In An Approved Container	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC\$70-75
2e	Burning, Burying, Dumping Or Otherwise Disposing Of Any Solid Waste Or Recyclables Within The City Council	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC\$70-79
2f	Entering Private Property Beyond The Extent Necessary To Collect The Solid Waste Or Recyclables Properly Placed For Collection, Or Beyond The Extent Necessary To Provide Agreed Upon Special Collection Service	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC\$70-80
2g	Permitting An Accumulation Of Rubbish On Property So As To Create A Nuisance	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC\$70-87
2h	Use Of A Cardboard Or Paper Or Plastic Bag Or Otherwise Unauthorized Container As A Receptacle For Solid Waste; Or The Unauthorized Placement Of A Container Or Receptacle For The Collection Of Solid Waste Recyclables	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC\$70-88
2i	Interfering With The Collection Or Disposal Of Solid Waste Or Recyclables By Any Person Authorized By The City Council To Perform The Collection Of Such Solid Waste Or Recyclables	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC\$70-89
3	Article VII. Residential Solid Waste Recycling and Green Waste Collection					
3a	The Placement Of Waste Containers By Residential Householders In Violation Of Regulations Or During Restricted Times	\$50.00	\$100.00	\$200.00	10% (AIMS Maintenance Surcharge)	SFCC\$70-103
3b	Failure To Satisfy Specifications For Commercial And Industrial Containers	\$50.00	\$200.00	\$500.00	10% (AIMS Maintenance Surcharge)	SFCC\$70-123

**APPENDIX 2: GENERAL BAIL SCHEDULE****GENERAL BAIL SCHEDULE – CHAPTER 70: SOLID WASTE**

#	Description of Code Section Violations	Bail – First Offense	Bail – Second Offense	Bail – Third Offense	Additional	Authority
3c	Failure To Replace Solid Waste And/Or Recyclable Containers Upright, Where Found With Lids Closed; Or Breaking, Damaging, Roughly Handling Or Destroying Such Containers Placed On The Premises Of A Commercial/ Industrial Business Owner; Or Failure By A Commercial/Industrial Business Owner To Replace Any Container Which Has Defects Likely To Hamper Or Injure The Person Collecting The Contents Thereof Or Injure The Public Generally	\$50.00	\$200.00	\$500.00	10% (AIMS Maintenance Surcharge)	SFCC\$70-124

GENERAL BAIL SCHEDULE – CHAPTER 74: STREETS, SIDEWALKS, AND OTHER PUBLIC PLACES

#	Description of Code Section Violations	Bail – First Offense	Bail – Second Offense	Bail – Third Offense	Additional	Authority
1	Article I. In General					
1a	Depositing Unlawful Deposits	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC\$74-5
1b	Failure To Replace Material Falling From A Vehicle	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC\$74-7
1c	Failure To Comply With Restrictions Related To Windborne Or Printed Matter	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC\$74-8
2	Article IV. Obstructions and Encroachments					
2a	Allowing Trees Or Brush To Interfere With Passage Of Pedestrians Or Vehicles	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC\$74-186
2b	Failure To Trim Trees And Brush	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC\$74-187
2c	Allowing Vegetation To Exist Upon The Sidewalk And Obstruct Passage Of Pedestrians	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC\$74-188
2d	Allowing Waste Material To Obstruct Pedestrians Or Vehicles	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC\$74-189
2e	Placing Articles For Sale And For Sale Signs On Sidewalks	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC\$74-190
2f	Placing Containers On Sidewalks	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC\$74-191
2g	Placing Ornamental Trees, Shrubs, And Flowers, On Sidewalks Without City Council Approval	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC\$74-192

**APPENDIX 2: GENERAL BAIL SCHEDULE****GENERAL BAIL SCHEDULE – CHAPTER 74: STREETS, SIDEWALKS, AND OTHER PUBLIC PLACES**

#	Description of Code Section Violations	Bail – First Offense	Bail – Second Offense	Bail – Third Offense	Additional	Authority
2h	Placing Poles, Hydrants, Or Signs On A Sidewalk Or Roadway Without City Council Approval	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC\$74-193
2i	Using A Sidewalk Or Roadway Without Approval By The City Council, The Administrative Officer Or The Administrative Officer's Designee	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC\$74-196
2j	Painting, Marking Or Defacing A Sidewalk	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC\$74-198
2k	Violating Regulations Pertaining To Publication Vending Machines On Public Property	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC\$74-228
2l	Installing, Using Or Maintaining A Publication Vending Machine Without A Permit	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC\$74-229
3	Article V. Numbering Buildings					
3a	Failure To Properly Number Entrances From The Public Streets	\$50.00	\$200.00	\$500.00	10% (AIMS Maintenance Surcharge)	SFCC\$74-273
3b	Failure To Properly Number Buildings And Remove Improper Numbers Upon Notice	\$50.00	\$200.00	\$500.00	10% (AIMS Maintenance Surcharge)	SFCC\$74-274

GENERAL BAIL SCHEDULE – CHAPTER 90: TRAFFIC AND VEHICLES

#	Description of Code Section Violations	Bail – First Offense	Bail – Second Offense	Bail – Third Offense	Additional	Authority
1	Article I. In General					
1a	Disobedience to police and fire officials directing traffic	\$110.00			\$110.00	SFCC\$90-3
1b	Bicycle or skater clinging to moving vehicles	\$45.00			\$45.00	SFCC\$90-7
1c	Operating Or An Advertising Vehicle Equipped With A Sound-Amplifying Or Loud-Speaking Device Upon Any Street Or Alley At Any Time Within The Central Traffic District	\$200.00	\$500.00	\$750.00	\$200.00	SFCC\$90-9
2	Article III. Operation of Vehicles					
2a	Vehicles emerging from driveway not stopping	\$45.00			\$45.00	SFCC\$90-159
2b	Driving through funeral procession	\$45.00			\$45.00	SFCC\$90-160
2c	Driving on new pavement or freshly painted sign marked by barrier	\$110.00			\$110.00	SFCC\$90-162
2d	Driving in or from unauthorized entrances and exists on limited access roadways	\$45.00			\$45.00	SFCC\$90-163
2e	Yield right of way at intersections	\$60.00			\$60.00	SFCC\$90-165
2f	Stopping at railroad crossing where posted	\$60.00			\$60.00	SFCC\$90-166

**APPENDIX 2: GENERAL BAIL SCHEDULE****GENERAL BAIL SCHEDULE – CHAPTER 90: TRAFFIC AND VEHICLES**

#	Description of Code Section Violations	Bail – First Offense	Bail – Second Offense	Bail – Third Offense	Additional	Authority
3	Article IV. Stopping, Standing and Parking					
3a	Stopping or parking in parkways	\$63.00			\$63.00	SFCC§90-197
3b	Parking A Vehicle Upon Any Street Or Alley For More Than A Consecutive Period Of 72 Hours	\$125.00	\$250.00	\$500.00	\$125.00	SFCC§90-198(A)
3c	Parking for purpose of repair	\$60.00			\$60.00	SFCC§90-199
3d	Parking on left-hand side of roadway	\$58.00			\$58.00	SFCC§90-200
3e	Parking of vehicles outside angle parking lines	\$58.00			\$58.00	SFCC§90-201
3f	Parking adjacent to schools where posted	\$58.00			\$58.00	SFCC§90-202
3g	Parking prohibited in specified places when signs, etc., erected	\$58.00			\$58.00	SFCC§90-205
3h	Emergency no parking signs	\$58.00			\$58.00	SFCC§90-208
3i	Curb markings to indicate parking, etc., regulations. Red	\$93.00			\$93.00	SFCC§90-210(a)(1)
3j	Curb markings to indicate parking, etc., regulations. Yellow	\$58.00			\$58.00	SFCC§90-210(a)(2)
3k	Curb marking to indicate parking, etc., regulations. White	\$58.00			\$58.00	SFCC§90-210(a)(3)
3l	Curb marking to indicate parking, etc., regulations. Green	\$58.00			\$58.00	SFCC§90-210(a)(4)
3m	One hour parking limitation-in central traffic district: exceptions	\$63.00			\$63.00	SFCC§90-211(a)
3n	One hour parking limitations – in business district outside of central traffic district: exceptions	\$63.00			\$63.00	SFCC§90-211(b)
3o	Two hour parking limitation between certain hours	\$63.00			\$63.00	SFCC§90-212
3p	Muni Parking lot 3 hr limit	\$63.00			\$63.00	SFCC§90-213 &
3q	Parking, etc., prohibited in central traffic district between certain hours: exceptions	\$60.00			\$60.00	SFCC§90-215(a-c)
3r	Streets where parking prohibited at all times	\$93.00			\$93.00	SFCC§90-216
3s	Overnight commercial vehicle parking	\$90.00			\$90.00	SFCC§90-217
3t	Overnight parking prohibited Arroyo Avenue	\$90.00			\$90.00	SFCC§90-217(d)
3u	Street sweeping violation	\$73.00			\$73.00	SFCC§90-218
3v	Parking in space marking	\$45.00			\$45.00	SFCC§90-219(b)
3w	Unhitched trailer: 2 hrs for loading	\$110.00			\$110.00	SFCC§90-220(a)
3x	Parking in yellow loading zones	\$58.00			\$58.00	SFCC§90-250
3y	Parking in passenger loading zones	\$58.00			\$58.00	SFCC§90-251

**APPENDIX 2: GENERAL BAIL SCHEDULE****GENERAL BAIL SCHEDULE – CHAPTER 90: TRAFFIC AND VEHICLES**

#	Description of Code Section Violations	Bail – First Offense	Bail – Second Offense	Bail – Third Offense	Additional	Authority
3z	Limitations on stopping, etc., in alleys for purpose of loading and unloading	\$58.00			\$58.00	SFCC§90-252
3aa	Parking meter zone violation	\$63.00			\$63.00	SFCC§90-285(a)
3bb	Use of slugs in parking meters	\$110.00			\$110.00	SFCC§90-289
3cc	Parking on private property where posted	\$68.00			\$68.00	SFCC§90-321
3dd	Parking A Vehicle On Any Unpaved Area Within The Front Yard Setback Of A Residential Lot	\$125.00	\$250.00	\$500.00	\$125.00	SFCC§90-357
3ee	Parking Or Leaving Standing A Commercial Vehicle Which Exceeds Three-Quarter-Ton Capacity On A Residentially Zoned Lot	\$125.00	\$250.00	\$500.00	\$125.00	SFCC§90-391(B)
3ff	On street handicapped parking	\$363.00			\$363.00	SFCC§90-421
3gg	Off street handicapped parking	\$363.00			\$363.00	SFCC§90-422
3hh	Private lot handicapped parking	\$363.00			\$363.00	SFCC§90-423
3ii	Res. Permit parking one-hour limit	\$68.00			\$68.00	SFCC§90-458
4	Article V. Traffic Control Signs, Signals and Devices					
4a	Obedience to devices	\$58.00			\$58.00	SFCC§90-489
4b	Right turn against sign	\$58.00			\$58.00	SFCC§90-497
5	Article VI. Pedestrians					
5a	Pedestrian crossing out of crosswalk in business district	\$58.00			\$58.00	SFCC§90-527
5b	Pedestrian crossing at other than right angle to street	\$58.00			\$58.00	SFCC§90-528
6	Article VIII. Abandoned Vehicles					
6a	Abandoning, Parking, Storing, Leaving Or Permitting The Abandonment Of A Licensed Or Unlicensed Vehicle Or Parts Thereof In An Abandoned, Wrecked, Dismantled, Or Inoperative Condition	\$125.00	\$250.00	\$500.00	\$125.00	SFCC§90-818
6b	Failure Or Refusal To Remove An Abandoned, Wrecked, Dismantled, Or Inoperative Vehicle Or Parts Thereof Or To Refuse To Abate Such Nuisance When Ordered To Do So	\$250.00	\$500.00	\$1,000.00	\$250.00	SFCC§90-819
7	Article XI. Schedules					
7a	One way streets violation	\$40.00			\$40.00	SFCC§90-943
7b	One way alleys violation	\$40.00			\$40.00	SFCC§90-944
7c	Streets to be used by commercial vehicles	\$50.00			\$50.00	SFCC§90-953

**APPENDIX 2: GENERAL BAIL SCHEDULE****GENERAL BAIL SCHEDULE – CHAPTER 98: VEGETATION**

#	Description of Code Section Violations	Bail – First Offense	Bail – Second Offense	Bail – Third Offense	Additional	Authority
1	Article II. Trees, Shrubs and Plants on Public Property					
1a	Cutting, Trimming, Pruning, Planting, Removing, Injuring Or Interfering With A Tree, Shrub, Or Plant Upon Any Street, Parkway, Park, Pleasure Ground, Boulevard, Alley Or Public Place Without A Permit	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§98-28
1b	Interfering With The Director Of Public Works Or Persons Acting Under His Authority While Engaged In Planting, Mulching, Pruning, Trimming, Spraying, Treating Or Removing Any Tree, Shrub Or Plant In Any Street, Parkway, Park, Pleasure Ground, Boulevard, Alley Or Public Place	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§98-31
1c	Causing Substance Deleterious To Tree Or Plant Life To Lie, Leak, Pour, Flow Or Drip Upon Or Into The Soil About The Base Of Any Tree, Shrub Or Plant In A Public Place	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§98-32(A)
1d	Placing Or Maintaining Any Substance That Impedes The Free Access Of Water And Air To The Roots Of Any Tree, Shrub Or Plant In A Public Place	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§98-32(B)
1e	Attach Or Keeping Attached To Any Tree, Shrub Or Plant In Any Street, Parkway, Park, Pleasure Ground, Boulevard, Alley Or Other Public Place In The City Or To The Guard Or Stake Intended For The Protection Thereof Any Wire, Rope, Sign, Or Other Device Whatsoever Without The Permission Of The Director Of Public Works	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§98-33 7553

GENERAL BAIL SCHEDULE – CHAPTER 106: ZONING

#	Description of Code Section Violations	Bail – First Offense	Bail – Second Offense	Bail – Third Offense	Additional	Authority
1	Article III. Zones					
1a	Failure To Comply With The Standards For Signs In The R-1 Single-Family Residential Zone	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-357(2)
1b	Failure To Comply With Regulations For Converting Garages Into Dwelling Units.	\$1,000.00	\$1,000.00	\$1,000.00	10% (AIMS Maintenance Surcharge)	SFCC§106-358(11)
1c	Failure To Comply With The Standards For Signs In The R-2 Multiple-Family Dwelling Zone	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-392(3)

**APPENDIX 2: GENERAL BAIL SCHEDULE****GENERAL BAIL SCHEDULE – CHAPTER 106: ZONING**

#	Description of Code Section Violations	Bail – First Offense	Bail – Second Offense	Bail – Third Offense	Additional	Authority
1d	Failure To Comply With The Standards For Signs In The R-3 Multiple-Family Zone	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-427(3)
1e	Failure To Comply With The Provisions Pertaining To Signs For The Zone In Which A Project Is Located	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-458(10)
1f	Failure To Comply With The Standards For Signs In The C-1 Limited Commercial Zone	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-490(3)
1g	Failure To Comply With The Standards For Signs In The C-2 Commercial Zone	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-520(3)
1h	Failure To Comply With The Standards For Signs In The SC Service Commercial Zone	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-551(9)
1i	Failure To Comply With The Standards For Signs In The M-1 Limited Industrial Zone	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-585(3)
1j	Failure To Comply With The Standards For Signs In The M-2 Light Industrial Zone	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-615(3)
2	Article V. General Development Standards					
2a	Displaying A Sign Without Required Permits	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-927(A)
2b	Causing A Traffic Hazard Or Nuisance By Displaying A Sign That Permits Light To Be Directed Into A Public Right-Of-Way	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-927(B)
2c	Failure To Remove A Sign From A Vacant Business	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-927(C)
2d	Failure To Maintain A Sign In Good Repair	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-927(D)
2e	Display Of A Nonconforming Sign	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-927(E)
2f	Display Of An A-Frame Or Sandwich-Board Advertising Sign	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-930(1)
2g	Display Of A Flashing Or Scintillating Advertising Sign	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-930(2)
2h	Display Of A Painted Advertising Sign	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-930(3)
2i	Display Of Devices Dispensing Bubbles And Free-Floating Particles Of Matter	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-930(4)

**APPENDIX 2: GENERAL BAIL SCHEDULE****GENERAL BAIL SCHEDULE – CHAPTER 106: ZONING**

#	Description of Code Section Violations	Bail – First Offense	Bail – Second Offense	Bail – Third Offense	Additional	Authority
2j	Display Of An Advertising Sign Or Other Device In A Public Place, Except As May Be Required By Ordinance Or Law	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-930(5)
2k	Display Of A Device Projecting, Or Otherwise Reproducing, The Image Of An Advertising Sign Or Message Or Any Surface Or Object	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-930(6)
2l	Failure To Comply With Regulations Pertaining To Display Of A Vehicle Advertising Sign	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-930(7)
2m	Failure To Comply With Regulations Pertaining To Display Of An Outdoor Advertising Sign	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-930(8)
2n	Display Of Subdivision Directional Advertising Signs	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-930(9)
2o	Display Of Roof Advertising Signs	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-930(10)
2p	Display Of Home Occupation Advertising Signs	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-930(11)
2q	Failure To Comply With Regulations Pertaining To Display Of Real Estate Advertising Signs In An R-1 Zone	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-931(1)A
2r	Failure To Comply With Regulations Pertaining To The Display Of Real Estate Advertising Signs In An R-2 Or R-3 Zone	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-931(1)B
2s	Failure To Remove Real Estate Advertisement Signs Within Seven Days After The Close Of Escrow Or Cancellation Of The Sales Or Lease Agreement In A Residential Zone	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-931(1)C
2t	Failure To Comply With Restrictions On The Display Of Flags, Streamers, Pennants, Lean-In, Directional Real Estate Advertising Signs In A Residential Zone	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-931(1)D
2u	Exceeding The Number And Type Of Real Estate Advertising Signs Permitted To Be Displayed In Commercial And Industrial Zones	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-931(2)A
2v	Displaying A Real Estate Advertising Sign In Excess 50 Square Feet Per Sign In Commercial Zones Or 100 Square Feet In Industrial Zones	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-931(2)B

**APPENDIX 2: GENERAL BAIL SCHEDULE****GENERAL BAIL SCHEDULE – CHAPTER 106: ZONING**

#	Description of Code Section Violations	Bail – First Offense	Bail – Second Offense	Bail – Third Offense	Additional	Authority
2w	Displaying A Real Estate Advertising Sign In Violation Of Setback Requirements For Commercial And Industrial Zones	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-931(2)C
2x	Displaying A Real Estate Advertising Sign Extended Above The Roofline Or Parapet Wall Of A Building In Commercial Or Industrial Zone	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-931(2)D
2y	Displaying A Real Estate Advertising Sign With Advertising Copy Not Pertaining To The Premises Upon Which The Sign Is Located	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-931(2)E
2z	Displaying A Real Estate Advertising Sign Beyond 15 Days After The Close Of Escrow Or Cancellation Of The Sales Or Lease Agreement	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-931(2)F
2aa	Displaying A Real Estate Advertising Sign In Violation Of Restrictions Applicable To Commercial And Industrial Zones	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-931(2)G
2bb	Displaying An Identification Sign In Violation Of Restrictions For Residential Zones	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-932(A)
2cc	Displaying More Than Two (2) Identification Signs For Nonresidential Purposes In A Residential Zone	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-932(B)(1)
2dd	Displaying Identification Signs For Nonresidential Purposes That Exceed The Total Sign Area Per Lot Limitations For Residential Zones	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-932(B)(2)
2ee	Displaying A Freestanding Identification Sign For Nonresidential Purposes In Excess Of Four Feet In Height In A Residential Zone	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-932(B)(3)
2ff	Displaying An Identification Sign Affixed To A Building, Extending More Than Three (3) Feet Above The Roofline Or Parapet Wall Of The Building In A Residential Zone	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-932(B)(4)
2gg	Displaying An Identification Sign In Violation Of Restrictions And Regulations For Such Signs In A Residential Zone	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-932(B)(5)
2hh	Displaying A Business Sign In Violation Of Restrictions On Total Sign Area For Businesses In A Commercial Or Industrial Zone	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-933(1)

**APPENDIX 2: GENERAL BAIL SCHEDULE****GENERAL BAIL SCHEDULE – CHAPTER 106: ZONING**

#	Description of Code Section Violations	Bail – First Offense	Bail – Second Offense	Bail – Third Offense	Additional	Authority
2ii	Displaying A Freestanding Monument Business Sign In Excess Of Height And Or Surface Area Restrictions In A Commercial Or Industrial Zone	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-933(2)
2jj	Displaying A Canopy Business Sign In Violation Of Regulations In A Commercial Or Industrial Zone	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-933(3)
2kk	Displaying A Business Wall Sign In Violation Of Regulations In A Commercial Or Industrial Zone	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-933(4)
2ll	Displaying An Electronic Message Center Business Sign In Violation Of Regulations In A Commercial Or Industrial Zone	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-933(5)
2mm	Displaying A Business Sign In A Commercial Or Industrial Zone, Affixed To A Building And Which Projects Into An Existing Or Future Right-Of-Way In Violation Of Regulations	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-933(6)
2nn	Displaying A Revolving Business Sign In A Commercial Or Industrial Zone Without A Conditional Use Permit	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-933(7)A
2oo	Displaying A Super Graphic Business Sign In A Commercial Or Industrial Zone Without A Conditional Use Permit	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-933(7)B
2pp	Displaying A Business Sign In A Commercial Or Industrial Zone In Violation Of Applicable Sign Restrictions	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-933(8)
2qq	Displaying A Permanent Business Window Sign In A Commercial Or Industrial Zone In Violation Of Regulations	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-933(9)
2rr	Displaying A Streamer, Banner, Pennant, Or Similar Display In Violation Of Restrictions For Residential Zones	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-934(A)
2ss	Displaying A Streamer, Banner, Pennant, Whirling Device, Flag Or Similar Object In Violation Of Regulations In A Commercial Or Industrial Zone	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-934(B)
2tt	Displaying An Automobile Service Station Sign In Excess Of Limitations On Total Sign Area	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-936(A)

**APPENDIX 2: GENERAL BAIL SCHEDULE****GENERAL BAIL SCHEDULE – CHAPTER 106: ZONING**

#	Description of Code Section Violations	Bail – First Offense	Bail – Second Offense	Bail – Third Offense	Additional	Authority
2uu	Displaying A Sign Advertising The Sale Of An Automobile, Recreation Vehicle, Travel Trailer, Truck, Or Trailer In Excess Of Limitations On Total Sign Area, Or Displaying Such A Sign Without Prior Approval From The Planning Commission	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-936(B)
2vv	Displaying A Hospital Sign That Has Not Been Approved By The Planning Commission	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-936(C)
2ww	Displaying A Freestanding Sign Without A Permit	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-937(A)
2xx	Displaying A Sign Or Sign Support Structure Not In Compliance With Requirements Specified In The Applicable City Of Los Angeles Uniform Building Code Adopted By The City Council By Reference	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-938
2yy	Failure To Properly Display A Sign Containing The Street Address Of The Structure In Compliance With Applicable Requirements For Residential, Commercial And Manufacturing Zones	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-939
2zz	Displaying Any Advertising Or Promotion Of Alcoholic Beverages In Violation Of Applicable Regulations	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-940(C)(1)
2aaa	Displaying Any Advertising Or Promotion Of Tobacco Products In Violation Of Applicable Regulations	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-941(C)(1)
3	Article VI. General Regulations					
3a	Buildings or other structures, or portions thereof, that is partially constructed or destroyed or allowed to remain in a state of partial construction or destruction for an unreasonable period of time.	\$250.00	\$500.00	\$1,000.00	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(2)
3b	Real property, or any building or structure thereon, that is abandoned, uninhabited, or vacant for a period of more than six months.	\$250.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(3)
3c	Abandoned personal property that is visible from public or private property.	\$250.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(4)

**APPENDIX 2: GENERAL BAIL SCHEDULE****GENERAL BAIL SCHEDULE – CHAPTER 106: ZONING**

#	Description of Code Section Violations	Bail – First Offense	Bail – Second Offense	Bail – Third Offense	Additional	Authority
3d	Interior portions of buildings or structures (including, but not limited to attics, ceilings, walls floors, basements, mezzanines, and common areas) that are maintained in a condition of dilapidation, deterioration or disrepair to such an extent as to result in, or tend to result in, a decrease in property values, or where such condition otherwise violates, or is contrary to, or other provisions of the city code, or state law.	\$250.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(5)
3e	Exterior portions of buildings or structures (including, but not limited to, roofs, balconies, decks, fences, stairs, stairways, walls, signs and fixtures), as well as sidewalks, driveways and parking areas, that are maintained in a condition of dilapidation	\$250.00	\$500.00	\$1,000.00	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(6)
3f	Clothes lines in front or side yard areas.	\$75.00	\$250.00	\$500.00	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(7)
3g	Obstructions of any kind, cause or form that interfere with light or ventilation for a building, or that interfere with, impede, delay or get in the way of building or structure ingress and egress.	\$250.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(8)
3h	Broken, defective, damaged, dilapidated, or missing windows, doors or vents in a building or structure, and/or broken, defective, damaged, dilapidated, or missing screens for windows, doors, or crawl spaces in a building or structure.	\$250.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(9)
3i	Windows or doors that remain boarded up or sealed after ten calendar days of written city notice to a responsible person requesting the removal of these coverings and the installation of fully functional and operable windows or doors.	\$250.00	\$500.00	\$1,000.00	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(10)
3j	Overgrown vegetation	\$250.00	\$500.00	\$1,000.00	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(11) a-e

**APPENDIX 2: GENERAL BAIL SCHEDULE****GENERAL BAIL SCHEDULE – CHAPTER 106: ZONING**

#	Description of Code Section Violations	Bail – First Offense	Bail – Second Offense	Bail – Third Offense	Additional	Authority
3k	Dead, decayed, diseased or hazardous trees, weeds, ground cover, and other vegetation, or the absence of live and healthy vegetation, that causes, contributes to, or promotes, any one of the following conditions or consequences: An attractive nuisance. A fire hazard. The creation or promotion of dust or soil erosion. A decrease in property values. A detriment to public health, safety or welfare.	\$250.00	\$500.00	\$1,000.00	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(12)
3l	Items of junk, trash, debris or other personal property that are kept, placed, or stored inside of a structure or on exterior portions of real property that constitute a fire or safety hazard or a violation of any provision of this Code, or items of junk, trash, debris, or other personal property that are visible from public property or adjoining private real property, or that are otherwise out of conformity with neighboring community standards to such an extent as to result in, or tend to result in, a decrease in property values.	\$250.00	\$500.00	\$1,000.00	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(14)
3m	Garbage cans, yard waste containers, and recycling containers that are kept, placed or stored in front or side yards and visible from public property, except at times and places that solid or yard waste, or recyclables, are scheduled for collection by the city or its permitted collector(s).	\$250.00	\$0.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(15)
3n	Accumulation of combustibles or other materials including, but not limited to, composting, firewood, junk, lumber, packing boxes, pallets, plant cuttings, tree trimmings or wood chips, in interior or exterior areas of building or structures.	\$250.00	\$500.00	\$1,000.00	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(16) a-f

**APPENDIX 2: GENERAL BAIL SCHEDULE****GENERAL BAIL SCHEDULE – CHAPTER 106: ZONING**

#	Description of Code Section Violations	Bail – First Offense	Bail – Second Offense	Bail – Third Offense	Additional	Authority
3o	Vehicles, construction equipment, or other machinery exceeding the permissible gross vehicle weight for the streets or public property upon which they are located. A nuisance also exists under this provision when a vehicle, construction equipment, or other machinery is stopped, kept, placed, parked, or stored on private real property and when such vehicle, equipment, or machinery exceeds the permissible gross vehicle weight for the streets or public property that were utilized in its placement on said private real property unless pursuant to a valid permit issued by the city.	\$250.00	\$500.00	\$1,000.00	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(17)
3p	Any equipment, machinery, or vehicle of any type or description that is designed, used, or maintained for construction-type activities that is kept, parked, placed, or stored on public or private real property except when such item is being used during excavation, construction, or demolition operations at the site where said equipment, machinery, or vehicle is located pursuant to an active permit issued by the city.	\$250.00	\$500.00	\$1,000.00	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(18)
3q	Abandoned, dismantled, inoperable or wrecked boats, campers, motorcycles, trailers, vehicles, or parts thereof, unless kept, placed, parked, or stored inside of a completely enclosed, lawfully constructed building or structure.	\$250.00	\$500.00	\$1,000.00	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(19)
3r	Vehicles, trailers, campers, boats, recreational vehicles, and/or other mobile equipment parked or stored in violation of any provision of this Code.	\$250.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(20)
3s	Maintenance of signs, banners, streamers, pennants, or sign structures, on real property relating to uses no longer lawfully conducted or products no longer lawfully sold thereon, or signs and their structures that are in disrepair or which are otherwise in violation of, or contrary to this chapter and any other sections of the city code.	\$250.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(21)

**APPENDIX 2: GENERAL BAIL SCHEDULE****GENERAL BAIL SCHEDULE – CHAPTER 106: ZONING**

#	Description of Code Section Violations	Bail – First Offense	Bail – Second Offense	Bail – Third Offense	Additional	Authority
3t	Specialty structures that have been constructed for a specific use, and which are unfeasible to convert to other uses, and which are abandoned, partially destroyed or are allowed to remain in a state of partial destruction or disrepair.	\$250.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(22)
3u	Any personal property, building, or structure that obstructs or encroaches on any public property, including, but not limited to, any public alley, highway, land, sidewalk, street or other right-of-way unless a valid encroachment permit has been issued authorizing said encroachment or obstruction.	\$250.00	\$500.00	\$1,000.00	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(23)
3v	Causing, maintaining, suffering or permitting graffiti or other defacement of real or personal property, as defined in chapter 50, article VII of this Code, to be present or remain on a building, structure or vehicle, or portion thereof that is visible from a public right-of-way or from adjoining public or private real property.	\$250.00	\$500.00	\$1,000.00	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(24)
3w	Storage of hazardous or toxic materials or substances on real property, as so classified by any local, state or federal laws or regulations, in such a manner as to be injurious, or potentially injurious or hazardous, to the public health, safety or welfare, or to adjacent properties, or that otherwise violates local, state or federal laws or regulations.	\$250.00	\$500.00	\$1,000.00	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(25)
3x	Failure to provide and maintain adequate weather protection to structures or buildings, so as to cause, or tend to cause or promote, the existence of cracked, peeling, warped, rotted, or severely damaged paint, stucco or other exterior covering.	\$250.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(26)
3y	Any discharge of any substance or material, other than storm water, which enters, or could possibly enter, the city's storm sewer system in violation of the city code.	\$250.00	\$500.00	\$1,000.00	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(28)

**APPENDIX 2: GENERAL BAIL SCHEDULE****GENERAL BAIL SCHEDULE – CHAPTER 106: ZONING**

#	Description of Code Section Violations	Bail – First Offense	Bail – Second Offense	Bail – Third Offense	Additional	Authority
3z	Maintenance of any tarp or similar covering on, or over, any roof of any structure, except during periods of active rainfall, or when specifically permitted under an active building permit.	\$250.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(30)
3aa	Maintenance of any tarp or similar covering on, over or across any fence, wall or other structure and used as screening material or for any other purpose, except when specifically permitted under an active building permit.	\$250.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(31)
3bb	Unsanitary, polluted or unhealthful pools, ponds, standing water or excavations containing water, whether or not they are attractive nuisances but which are nevertheless likely to harbor mosquitoes, insects or other vectors.	\$250.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(31)
3cc	Maintenance of premises so out of harmony or conformity with the maintenance standards of properties in the vicinity as to cause, or that tends to cause, substantial diminution of the enjoyment, use, or property values of such properties in the vicinity.	\$250.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(32)
3dd	Any "unsafe building" or "unsafe structure" as defined by the city building code.	\$250.00	\$500.00	\$1,000.00	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(d)
3ee	Any building or structure used by any person to engage in acts which are prohibited pursuant to the laws of the United States or the State of California, the provisions of this Code, or any other ordinance of this city	\$500.00	\$750.00	\$1,000.00	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(e)
3ff	Conducting Automotive Repair In Commercial And Industrial Zones In Violation Of Regulations	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-1307

VEHICLE CODE VIOLATIONS

#	Description	Fee	Unit	Conditions/ Justification	Authority
1	Expired Vehicle Registration	\$60.00			VC§4000(a)(1)
2	Displaying of license plates	\$48.00			VC§5200
3	License Plate: Improper position	\$48.00			VC§5201
4	No License Plate displayed	\$48.00			VC§5202
5	Tabs	\$48.00			VC§5204(a)
6	No stop/parking posted	\$73.00			VC§21461

**APPENDIX 2: GENERAL BAIL SCHEDULE**

VEHICLE CODE VIOLATIONS					
#	Description	Fee	Unit	Conditions/ Justification	Authority
7	Fire lane/Res. Area	\$110.00			VC§22500.1
8	No Parking/Stop Within Intersection	\$70.00			VC§22500(a)
9	Parking on a crosswalk	\$70.00			VC§22500(b)
10	No Parking/Stop: Safety Zone when posted	\$68.00			VC§22500(c)
11	Parking on driveway	\$70.00			VC§22500(e)
12	Parking on sidewalk	\$70.00			VC§22500(f)
13	Block Excavation	\$40.00			VC§22500(g)
14	Double parking	\$70.00			VC§22500(h)
15	Posted bus zone	\$293.00			VC§22500(i)
16	Blocking disabled access ramp	\$363.00			VC§22500(l)
17	18in from curb +	\$63.00			VC§22502(a)
18	Posted no parking anytime	\$45.00			VC§22505(b)
19	Disable Parking across angled blue lines	\$363.00			VC§22507.8(c)
20	Fire hydrant	\$68.00			VC§22514
21	Unattended vehicle	\$63.00			VC§22515
22	Open vehicle door to traffic	\$45.00			VC§22517
23	Disabled ramp	\$363.00			VC§22522
24	Abandoned vehicle	\$125.00			VC§22523(a)
25	No parking/stop: Vehicular crossing	\$40.00			VC§23333
26	Cracked Windshield	\$45.00			VC§26710
REMITTED TO COUNTY OF LOS ANGELES					
#	Description	Fee	Unit	Conditions/ Justification	Authority
1	County/State – Handicap State Linkage Fee	2 per every 10		On fine/ forfeiture imposed	PC§1465.5
2	State Share Parking	Varies		50% Registration and Equipment Violations	VC§40225(d)
3	County – Bail Increases	Varies		September 16, 1988 to July 1, 1992	PC§1463.28
4	County – Bail Increases	Varies		September 16, 1988 to July 1, 1992	VC§40200.3

**APPENDIX 3: FULLY BURDENED HOURLY RATE**

- This table reflects the fully burdened hourly rate for City positions and is for reference purposes only.
- If a lower rate has been adopted through a departmental Annual Fee Schedule, then the lower rate shall apply.

FULLY BURDENED HOURLY RATE						
#	Position	Rate	Unit			Authority
1	City Manager's Office					
1a	City Manager	\$303.23	Hour			SF Resolution 8325
1b	Deputy City Manager/Economic Development	\$286.16	Hour			SF Resolution 8325
1c	Assistant to the City Manager	\$176.72	Hour			SF Resolution 8325
1d	Executive Assistant to the City Manager	\$116.60	Hour			SF Resolution 8325
2	City Clerk Department					
2a	City Clerk	\$199.13	Hour			SF Resolution 8325
2b	Deputy City Clerk/ Management Analyst	\$155.89	Hour			SF Resolution 8325
3	Community Development Department					
3a	Director of Community Development	\$397.65	Hour			SF Resolution 8325
3b	Housing Coordinator	\$217.92	Hour			SF Resolution 8325
3c	Associate Planner	\$196.36	Hour			SF Resolution 8325
3d	Community Preservation Officer	\$156.10	Hour			SF Resolution 8325
3e	Community Development Technician	\$154.73	Hour			SF Resolution 8325
3f	Administrative Assistant	\$141.32	Hour			SF Resolution 8325
3g	Community Preservation Officer (PT)	\$70.90	Hour			SF Resolution 8325
3h	Management Intern (PT)	\$46.60	Hour			SF Resolution 8325
3i	Certified Building Official (Interwest)	\$303.08	Hour			SF Resolution 8325
3j	Deputy Building Official (Interwest)	\$236.78	Hour			SF Resolution 8325
3k	Licensed Plan Review Engineer (structural, civil, electrical, mechanical) / Architect (Interwest)	\$293.61	Hour			SF Resolution 8325
3l	Supervising Structural Engineer (Interwest)	\$350.43	Hour			SF Resolution 8325
3m	Senior Structural Engineer (Interwest)	\$331.49	Hour			SF Resolution 8325
3n	Senior Plans Examiner (Interwest)	\$265.19	Hour			SF Resolution 8325
3o	CASp (Interwest)	\$236.78	Hour			SF Resolution 8325
3p	Inspector III (Interwest)	\$208.37	Hour			SF Resolution 8325
3q	Inspector II (Interwest)	\$189.42	Hour			SF Resolution 8325
3r	Inspector I (Interwest)	\$170.48	Hour			SF Resolution 8325
3s	Permit Technician (Interwest)	\$151.54	Hour			SF Resolution 8325
3t	Fire Protection engineer (Interwest)	\$293.61	Hour			SF Resolution 8325
3u	Senior Fire Plans Examiner (Interwest)	\$246.25	Hour			SF Resolution 8325
3v	Fire Plans Examiner / Fire Inspector (Interwest)	\$227.31	Hour			SF Resolution 8325

**APPENDIX 3: FULLY BURDENED HOURLY RATE**

FULLY BURDENED HOURLY RATE						
#	Position	Rate	Unit			Authority
3w	ICC Building Plans Examiner (Interwest)	\$227.31	Hour			SF Resolution 8325
4	Administrative Services Department					
4a	Director of Finance	\$318.81	Hour			SF Resolution 8325
4b	Senior Accountant	\$225.49	Hour			SF Resolution 8325
4c	Accounting Technician	\$112.17	Hour			SF Resolution 8325
4d	Payroll Technician	\$127.08	Hour			SF Resolution 8325
4e	Treasurer Assistant	\$106.26	Hour			SF Resolution 8325
4f	Accounting Assistant	\$102.73	Hour			SF Resolution 8325
4g	Information Technology System Administrator	\$193.06	Hour			SF Resolution 8325
4h	Personnel Manager	\$233.64	Hour			SF Resolution 8325
4i	Personnel Technician	\$107.33	Hour			SF Resolution 8325
4j	Personnel Assistant	\$94.74	Hour			SF Resolution 8325
4k	Personnel Office Clerk (PT)	\$27.22	Hour			SF Resolution 8325
4l	Management Intern	\$31.55	Hour			SF Resolution 8325
4a	Director of Finance	\$318.81	Hour			SF Resolution 8325
4b	Senior Accountant	\$225.49	Hour			SF Resolution 8325
5	Police Department					
5a	Police Chief	\$384.53	Hour			SF Resolution 8325
5b	Police Commander	\$327.34	Hour			SF Resolution 8325
5c	Police Sergeant	\$224.27	Hour			SF Resolution 8325
5d	Management Analyst	\$184.77	Hour			SF Resolution 8325
5e	Police Officer	\$180.38	Hour			SF Resolution 8325
5f	Police Records Administrator	\$161.30	Hour			SF Resolution 8325
5g	Police Desk Officer	\$129.65	Hour			SF Resolution 8325
5h	Police Executive Assistant	\$120.45	Hour			SF Resolution 8325
5i	Property Control Officer	\$113.27	Hour			SF Resolution 8325
5j	Community Service Officer	\$104.27	Hour			SF Resolution 8325
5k	Police Records Specialist	\$99.66	Hour			SF Resolution 8325
5l	Community Service Officer (PT)	\$47.36	Hour			SF Resolution 8325
5m	Junior Cadet (PT)	\$29.96	Hour			SF Resolution 8325
5n	Crossing Guard (PT)	\$29.19	Hour			SF Resolution 8325
6	Public Works					
6a	Director of Public Works	\$448.85	Hour			SF Resolution 8325
6b	Water Operations Manager	\$376.72	Hour			SF Resolution 8325
6c	Public Works Operations Manager	\$347.42	Hour			SF Resolution 8325

**APPENDIX 3: FULLY BURDENED HOURLY RATE**

FULLY BURDENED HOURLY RATE						
#	Position	Rate	Unit			Authority
6d	Water Superintendent	\$286.09	Hour			SF Resolution 8325
6e	Public Works Superintendent	\$248.58	Hour			SF Resolution 8325
6g	Management Analyst	\$236.48	Hour			SF Resolution 8325
6h	Civil Engineering Assistant II	\$230.74	Hour			SF Resolution 8325
6i	Water System Supervisor	\$218.70	Hour			SF Resolution 8325
6j	Public Works Supervisor	\$190.07	Hour			SF Resolution 8325
6l	Senior Water System Operator	\$184.82	Hour			SF Resolution 8325
6m	Cross Connection Specialist	\$182.94	Hour			SF Resolution 8325
6n	Senior Water Worker	\$177.58	Hour			SF Resolution 8325
6o	Senior Sewer Worker	\$166.21	Hour			SF Resolution 8325
6p	Water Worker II	\$164.57	Hour			SF Resolution 8325
6q	Public Works Technician	\$161.39	Hour			SF Resolution 8325
6r	City Electrician	\$159.00	Hour			SF Resolution 8325
6s	City Mechanic	\$156.80	Hour			SF Resolution 8325
6t	Executive Assistant	\$155.66	Hour			SF Resolution 8325
6u	Water Worker I	\$154.99	Hour			SF Resolution 8325
6v	Senior Maintenance Worker	\$154.86	Hour			SF Resolution 8325
6w	Senior Park Maintenance Specialist	\$154.86	Hour			SF Resolution 8325
6x	Senior Tree Care Specialist	\$154.86	Hour			SF Resolution 8325
6y	Senior Maintenance Worker	\$154.17	Hour			SF Resolution 8325
6z	Sewer Worker	\$138.97	Hour			SF Resolution 8325
6aa	Public Works Maintenance Worker	\$131.67	Hour			SF Resolution 8325
6ab	Management Intern (PT)	\$48.60	Hour			SF Resolution 8325
6ac	City Maintenance Helper (PT)	\$31.90	Hour			SF Resolution 8325
6ad	City Engineer I	\$161.33	Hour			SF Resolution 8325
6ae	Environmental Analyst I	\$157.61	Hour			SF Resolution 8325
7	Recreation and Community Services					
7a	Director of Recreation and Community Services	\$350.15	Hour			SF Resolution 8325
7b	Recreation & Community Services Supervisor	\$171.75	Hour			SF Resolution 8325
7c	Executive Assistant	\$147.09	Hour			SF Resolution 8325
7d	Recreation & Community Services Coordinator	\$140.66	Hour			SF Resolution 8325
7e	Social Services Coordinator	\$140.66	Hour			SF Resolution 8325
7g	Administrative Assistant	\$139.29	Hour			SF Resolution 8325
7h	Program Specialist	\$127.85	Hour			SF Resolution 8325
7i	Management Intern (PT)	\$45.93	Hour			SF Resolution 8325



APPENDIX 3: FULLY BURDENED HOURLY RATE						
FULLY BURDENED HOURLY RATE						
#	Position	Rate	Unit			Authority
7j	Day Camp Counselor (PT)	\$34.75	Hour			SF Resolution 8325
7l	Office Clerk (PT)	\$39.62	Hour			SF Resolution 8325
7m	Recreation Leader I	\$35.30	Hour			SF Resolution 8325
7n	Recreation Leader II	\$37.13	Hour			SF Resolution 8325
7o	Recreation Leader III	\$47.40	Hour			SF Resolution 8325

City of San Fernando

User Fee Study



July 12, 2024



TABLE OF CONTENTS

TABLE OF CONTENTSi

Executive Summary..... 1

User Fee Background 2

 Background2

 California User Fee History2

 Additional Policy Considerations3

Study Objective..... 4

 Scope of the Study4

 Aim of the Report.....5

Project Approach and Methodology 6

 Conceptual Approach.....6

 Fully Burdened Hourly Rates.....6

 Summary Steps of the Study7

 Allowable Costs.....7

 Methodology.....8

 Quality Control/Quality Assurance8

 Reasons for cost increases/decreases over current fees.....8

 City Staff Contributions.....9

San Fernando User Fees 10

 Cost Recovery.....10

 Subsidization10

 Impact on Demand (Elasticity)11

 Summary11

Administration 12

 Analysis12

Finance 13

 Analysis13

Community Development 14

 Analysis14

Recreation and Community Services 15



Analysis15

Public Works..... 16

 Analysis16

Police..... 17

 Analysis17

Appendix A – Total Allowable Cost to be Recovered 18

Appendix B –Fully Burdened Hourly Rates 19

Appendix C – Cost Recovery Analysis 22

Executive Summary

The City of San Fernando engaged Willdan Financial Services (Willdan) to determine the full costs incurred by the City to support the various activities for which the City charges user fees. Due to the complexity and the breadth of performing a comprehensive review of fees, Willdan employed a variety of fee methodologies to identify the full costs of individual fee and program activities. This report and the appendices herein identify 100% full cost recovery for City services. **Appendix C** details the full cost and suggested fees as determined through discussion with departmental staff. The recommended fees identified herein are either at or less than full cost recovery.

User Fee Background

Background

As part of a general cost recovery strategy, local governments adopt user fees to fund programs and services that provide limited or no direct benefit to the community as a whole (“User Fees”). As cities struggle to maintain levels of service and variability of demand, they have become increasingly aware of subsidies provided by the General Fund and have implemented cost-recovery targets. To the extent that governments use general tax monies to provide individuals with private benefits, and not require them to pay the full cost of the service (and, therefore, receive a subsidy), the government is limiting funds that may be available to provide other community-wide benefits. In effect, the government is using community funds to pay for private benefits. Unlike most revenue sources, cities have more control over the level of user fees they charge to recover costs, or the subsidies they can institute.

Fees in California are required to conform to the statutory requirements of the California Constitution, Proposition 218, Proposition 26, and the California Code of Regulations. The Code also requires that the City Council adopt fees by either ordinance or resolution, and that any fees in excess of the estimated total cost of rendering the related services must be approved by a popular vote of two-thirds of those electors voting because the charge would be considered a tax and not a fee. There are no fees suggested to be set above the cost of service and as such a public vote is not required.

California User Fee History

Before Proposition 13, in times of fiscal shortages, California cities were able to raise property taxes, which funded everything from police and recreation to development-related services. However, this situation changed with the passage of Proposition 13 in 1978.

Proposition 13 established the era of revenue limitation in California local government. In subsequent years, the state saw a series of additional limitations to local government revenues. Proposition 4 (1979) defined the difference between a tax and a fee: a fee can be no greater than the cost of providing the service; and Proposition 218 (1996) further limited the imposition of taxes for certain classes of fees. As a result, cities were required to secure a supermajority vote in order to enact or increase taxes. Due to the thresholds needed to increase local taxes, cities have less control and very few successful options for new revenues. The State of California took a series of actions in the 1990’s and 2000’s to improve the State’s fiscal situation, at the expense of local governments. In 2004-05, the Educational Revenue Augmentation Funds (“ERAF”) take-away of property taxes and the reduction of Vehicle License Fees further reduced local tax revenues.

In addition, on November 2, 2010, California voters approved Proposition 26, the “Stop Hidden Taxes Initiative”, which is aimed at defining “regulatory fees” as a special tax rather than a fee, thus requiring approval by two-thirds vote of local voters. These regulatory fees are typically intended to mitigate the societal and environmental impacts of a business or person’s activities. Proposition 26 contains seven categories of exceptions. The fees analyzed as part of a user fee study typically fall under categories one through five consisting of charges for specific benefits, government service, regulatory need, for use of government property, or a fine/penalty.

Additional Policy Considerations

State regulations require that municipalities update their fee schedules to reflect the actual costs of certain public services primarily benefiting users. User fees recover costs associated with the provision of specific services benefiting the user, thereby typically reducing the use of General Fund monies for such purposes.

In addition to collecting the direct cost of labor and materials associated with processing and administering user services, it is common for local governments to recover reasonable support costs. Support costs are those costs relating to a local government's central service departments that are allocable to the local government's operating departments. Central services support cost allocations were incorporated using the resulting indirect overhead percentages determined through the City's cost allocation plan. A cost allocation plan identifies the central service functions of the City such as Finance, City Manager, and Human Resources and allocates their cost to the departments and funds of the City that they support. This plan was used in the user fee study to account for the burden placed upon central services by the operating departments in order to allocate a proportionate share of central service cost through the study.

As labor effort and costs associated with the provision of services fluctuate over time, a significant element in the development of any fee schedule is that it has the flexibility to remain current. Therefore, it is recommended that the City include an inflationary factor in the resolution adopting the fee schedule to allow the City to annually increase or decrease the fees by changes in a pre-approved inflationary index, as described below. However, such inflationary increases shall not exceed the reasonable estimated cost of providing the services each year.

The City may employ many different inflationary factors. The most commonly used inflator is some form of the Consumer Price Index (CPI) as it is widely well known and accepted. A similar inflator is the implicit price deflator for GDP, which is much like the CPI except that while the CPI is based on the same "basket" of goods and services every year, the price deflators' "basket" can change year to year. Since the primary factor for the cost of a City's services is usually the costs of the personnel involved, tying an inflationary factor that connects more directly to the personnel costs can also be suitable if there is a clear method, or current practice of obtaining said factor.

Each City should use an inflator that they believe works the best for their specific situation and needs but cannot rely solely on the CPI increase as it is incumbent upon each agency to ensure the amount of the fees charged does not exceeds the reasonable estimated costs of providing the services. It is also recommended that the City perform this internal review annually with a comprehensive review of services and fees performed every five years, which would include adding, amending, or removing fees for programs/services.

Study Objective

As the City of San Fernando seeks to efficiently manage limited resources and adequately respond to increased service demands, it needs a variety of tools. A user fee study provides assurance that the City has the best information and the best resources available to make sound decisions, fairly and legitimately set fees, maintain compliance with state law and local policies, and meet the needs of the City administration and its constituency. Given the limitations on raising revenue in local government, the City recognizes that a user fee Study is a very cost-effective way to understand the total cost of services and identify potential fee deficiencies. Essentially, a user fee is a payment for a requested service provided by a local government that primarily benefits an individual or group.

The total cost of each service included in this analysis is based on the full cost of providing City services, including direct salaries and benefits of City staff, direct departmental costs, and indirect costs from central service support. This study determines the full cost recovery fee for the City to provide each service; however, each fee is set at the City's discretion, up to 100% of the total cost, as specified in this report.

The principal goal of the study was to help the City determine the full cost of the services that the City provides. In addition, Willdan established a series of additional objectives including:

- Developing a rational basis for setting fees
- Identifying subsidy amount, if applicable, of each fee in the model
- Ensuring compliance with State law
- Developing an updatable and comprehensive list of fees
- Maintaining accordance with City policies and goals

The study results will help the City better understand its true costs of providing services and may serve as a basis for making informed policy decisions regarding the most appropriate fees, if any, to collect from individuals and organizations that require individualized services from the City.

Scope of the Study

The scope of this study encompasses a review and calculation of the user fees charged by the following San Fernando departments and fee groups:

- Administration
- Finance
- Community Development
- Recreation and Community Services
- Public Works
- Police

The study involved the identification of existing and potential new fees, fee schedule restructuring, data collection and analysis, orientation and consultation, quality control, communication and presentations, and calculation of individual service costs (fees) or program cost recovery levels.

Aim of the Report

The user fee study focused on the cost of City services, as City staff currently provide them at existing, known, or reasonably anticipated service and staff level needs. This report provides a summary of the study results, and a general description of the approach and methods Willdan and City staff used to determine the recommended fee schedule. The report is not intended to document all of the numerous discussions throughout the process, nor is it intended to provide an influential dissertation on the qualities of the utilized tools, techniques, or alternative approaches.

Project Approach and Methodology

Conceptual Approach

The basic concept of a user fee study is to determine the “reasonable cost” of each service provided by the City for which it charges a user fee. The full cost of providing a service may not necessarily become the City’s fee, but it serves as the objective basis as to the maximum amount that may be collected.

The standard fee limitation established in California law for such fees is the “estimated, reasonable cost” principle. In order to maintain compliance with the letter and spirit of this standard, every component of the fee study process included a related review. The use of budget figures, time estimates, and improvement valuation clearly indicates reliance upon estimates for some data.

Fully Burdened Hourly Rates

The total cost of each service included in this analysis is primarily based on the Fully Burdened Hourly Rates (FBHRs) that were determined for City personnel directly involved in providing services. The FBHRs include not only personnel salary and benefits (see [Appendix B](#)), but also any costs that are reasonably ascribable to personnel. The cost elements that are included in the calculation of fully burdened rates are:

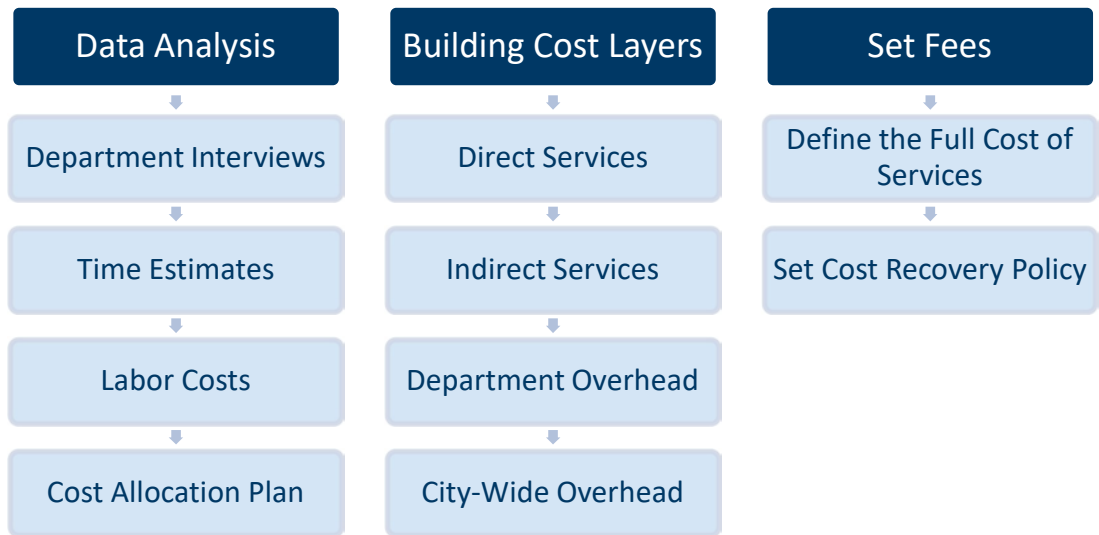
- Salaries & benefits of personnel involved
- Operating costs applicable to fee operations
- Departmental support, supervision, and administration overhead
- Central service overhead costs allocated through the cost allocation plan

An important factor in determining the fully burdened rate is in the calculation of productive hours for personnel. This calculation takes the available workable hours in a year of 2,080 and adjusts this figure to 1,650 productive or billable hours to account for calculated or anticipated hours’ employees are involved in non-billable activities such as paid vacation, sick leave, holidays, and other considerations as necessary. Dividing the full cost, including overhead, of a position by the number of productive hours provides the FBHR.

The FBHRs are then used in conjunction with time estimates, when appropriate for how a service is provided, to calculate a fee’s cost based on the personnel and the amount of their time that is involved in providing each service.

Summary Steps of the Study

The process of the study is straightforward and simple in concept. The following list provides a summary of the study process steps:



Allowable Costs

This report identifies three types of costs that, when combined, constitute the fully burdened cost of a service (**Appendix A**). Costs are defined as direct labor, including salary and benefits, departmental overhead costs, and the City’s central services overhead, where departmental and central service overhead costs constitute support costs. These cost types are defined as follows:

- **Direct Labor (Personnel Costs):** The costs related to staff salaries for time spent directly on fee-related services.
- **Departmental Overhead:** A proportional allocation of departmental overhead costs, including operation costs such as supplies and materials that are necessary for the department to function.
- **Central Services Overhead:** These costs, as provided via the City’s cost allocation plan, represent services provided by those central services departments whose primary function is to support other City departments.



Methodology

The two methods of analysis for calculating fees used in this report are the:

Case Study Method (Standard Unit Cost Build-Up Approach): This approach estimates the actual labor and material costs associated with providing a unit of service to a single user. This analysis is suitable when City staff time requirements do not vary dramatically for a service, or for special projects where the time and cost requirements are easy to identify at the project's outset. Further, the method is effective in instances when a staff member from one department assists on an application, service or permit for another department on an as-needed basis. Costs are estimated based upon interviews with City staff regarding the time typically spent on tasks, a review of available records, and a time and materials analysis.

Program Cost Approach: In some instances, the underlying data is not available or varies widely, leaving a standard unit cost build-up approach impractical. In addition, market factors and policy concerns (as opposed to actual costs) tend to influence rental based fee levels more than other types of services. Willdan employed a different methodology where appropriate to fit a programs' needs and goals. Typical programmatic approach cases are facility use fees, penalties, and instances where a program cost is divided over the user base to obtain a per applicant cost for shared cost services.

Quality Control/Quality Assurance

All study components are interrelated, thus flawed data at any step in the process will cause the ultimate results to be inconsistent and unsound. The elements of our Quality Control process for user fee calculations include:

- Involvement of knowledgeable City staff
- Clear instructions and guidance to City staff
- Reasonableness tests and validation
- Internal and external reviews
- Cross-checking

Reasons for cost increases/decreases over current fees

Within the fee tables in **Appendix C**, the differences are identified between the full costs calculated through the study and the fee levels currently in effect. The reasons for differences between the two can arise from a number of possible factors including:

- Previous fee levels may have been set at levels less than full cost intentionally, based on policy decisions
- Staffing levels and the positions that complete fee and service activity may vary from when the previous costs were calculated
- Personnel and materials costs could have increased at levels that differed from any inflationary factors used to increase fees since the last study
- Costs that this study has identified as part of the full cost of services may not have been accounted for in a previous study

- Departmental overhead and administration costs
- Indirect overhead from the cost allocation plan
- Changes in processes and procedures within a department, or the City as a whole
- Changes in the demand for services in a City may have also changed the staffing or cost structure of departments over time

City Staff Contributions

As part of the study process, Willdan received tremendous support and cooperation from City staff, which contributed and reviewed a variety of components to the study, including:

- Budget and other cost data
- Staffing structures
- Fee and service structures, organization, and descriptions
- Direct and indirect work hours (billable/non-billable)
- Time estimates to complete work tasks
- Review of draft results and other documentation

A user fee study requires significant involvement of the managers and line staff from the departments on top of their existing workloads and competing priorities. The contributions from City staff were critical to this study. We would like to express our appreciation to the City and its staff for their assistance, professionalism, positive attitudes, helpful suggestions, responsiveness, and overall cooperation.

San Fernando User Fees

Cost Recovery

The cost recovery models, by department/division fee type, are presented in detail in [Appendix C](#). Full cost recovery is determined by summing the estimated amount of time each position (in increments of minutes or hours) spends to render a service. Time estimates for each service rendered were obtained through interviews conducted with City staff for each department/division fee included in the study. The resulting cost recovery amount represents the total cost of providing each service. The City's current fee being charged for each service, if applicable, is provided in this section, as well, for reference.

It is important to note that the time data used to determine the amount of time each employee spends assisting in the provision of the services listed on the fee schedule is essential in identifying the total cost of providing each service and will differ from City to City depending on staffing, positions involved, experience of staff, the use of consultants, and the policies and procedures in place for each City. Specifically, in providing services, a number of employees are often involved in various aspects of the process, spending anywhere from a few minutes to several hours on the service.

The primary goal of this study was to identify the cost of City services, to provide information to help the City make informed decisions regarding the actual fee levels and charges. The responsibility of determining the final fee levels is a complicated task. City staff must consider many issues in formulating recommendations, and the City Council must consider those same issues and more in making the final decisions.

City staff assumes the responsibility to develop specific fee level recommendations to present to the City Council. Unfortunately, there are no hard and fast rules to guide the City, since many of the considerations are based on the unique characteristics of the City of San Fernando, and administrative and political discretion. However, in setting the level of full cost recovery for each fee, one should consider whether the service solely benefits one end user or the general community.

Subsidization

Recalling the definition of a user fee helps guide decisions regarding subsidization. The general standard is that individuals (or groups) who receive a wholly private benefit should pay 100% of the full cost of the services. In contrast, services that are simply public benefit should be funded entirely by the general fund's tax dollars. Unfortunately, for the decision makers, some services fall into the range between these two extremes.

Further complicating the decision, opponents of fees often assert that the activities subject to the fees provide economic, cultural, "quality of life," or other community benefits that exceed the costs to the City, but it is important to distinguish the difference between any purported possible benefits that may be conveyed through the result of activities of the service receiver and the direct benefit being conveyed through the City providing the service to the requestor.

It is recommended the City consider such factors during its deliberations regarding appropriate fee levels.

Of course, subsidization can be an effective public policy tool since it can be used to reduce fees to encourage certain activities (such as to ensure public safety) or allow some people to be able to afford to receive services they otherwise could not at the full cost. In addition, subsidies can be an appropriate and justifiable action, such as to allow citizens to rightfully access services, without overburdensome costs.

Despite the intent, it is important for the City and public to understand that subsidies must be covered by another revenue source, typically the General Fund's other unrestricted funds.

Impact on Demand (Elasticity)

Economic principles of elasticity suggest that increased costs for services (higher fees) will eventually curtail the demand for the services; whereas lower fees may spark an incentive to utilize the services and encourage certain actions. Either of these conditions may be a desirable effect to the City. However, the level of the fees that would cause demand changes is largely unknown. The cost of service study did not attempt to evaluate the economic or behavioral impacts of higher or lower fees; nevertheless, the City should consider the potential impacts of these issues when deciding on fee levels.

Summary

City staff is recommending setting user fees at suggested fee amounts as detailed in [Appendix C](#). City and departmental goals, City Council priorities, policy initiatives, past performance, implementation issues, and other internal and external factors should influence staff recommendations and City Council decisions. In this case, the proper identification of additional services (new or existing services) and the update to a consistent and comprehensive fee schedule were the primary objectives of this study. City staff has reviewed the full costs and identified the recommended fee levels for consideration by City Council.

The following sections provide background for each department, division, and fee group and the results of this study's analysis of their fees. For the full list of each fee's analysis, refer to [Appendix C](#) of this report.

Administration

The Administration Department includes the City Manager's Office, Personnel, and management of the City Attorney, Labor Attorney, and Fire Services contracts. The Administration Department is responsible for managing day-to-day operations of the City, including but not limited to, facilitating quality City service delivery to internal and external customers, coordinating inter-departmental cooperation, recruiting and retaining talented staff, and setting overall fiscal policy.

Analysis

Willdan individually reviewed the services associated with the Administrative Services Department. The review also consisted of an evaluation of existing services in an effort to update the fee schedule.

The services included in Administrative Services are a mixture of duplication fees, notarial services and photography and film permits. The analysis relied primarily upon a standard unit cost build-up approach, whereby we determined the reasonable cost of each fee occurrence using staff time to recover the direct cost of staff and the pro-rata share of departmental costs, including indirect costs for City central services. Willdan then compared the calculated full cost against the current fee amount to determine, if charged, whether the current fee is recovering the costs associated with the requested service. The analysis found that the Duplication of Media fee, Certification of City Documents fee, and Photography and Film Production Permit fees are currently set below the full cost of providing the service. Staff has suggested some increases as detailed in [Appendix C](#). As a result, there would be:

- An increase for 7 fees;
- 1 fee would decrease;
- 12 fees would remain as currently set, and;
- The average fee change would be an increase of 25%.

Finance

The Finance Department is responsible for providing fiscal oversight and control to all City operating departments. As a central support function, the Finance Department administers and oversees all financial operations, including, but not limited to, working in partnership with other City departments to adhere to the adopted budget, implementing financial control measures, developing financial policies, and maximizing the value of the City's assets. As such, the Department provides quality services in conformance with the highest professional standards. The Finance Department's primary functions include: accounting, budgeting, business licensing, cashiering, short/long-term financial planning and reporting, technology networking services, payroll services, purchasing, risk management, vendor payments, utility billing, and providing support to internal departments.

Analysis

Willdan individually reviewed the services associated with the Finance Department. The review also consisted of an evaluation of existing services in an effort to update the fee schedule.

The services listed under the Finance department consist of flat cost-based fees, penalties, Utility related fees and a Returned Check fee which is set by the State. The analysis of the cost-based services relied upon a standard unit cost build-up approach, whereby we determined the reasonable cost of each fee occurrence using staff time to recover the direct cost of staff and the pro-rata share of departmental costs, including indirect costs for City central services. Willdan then compared the calculated full cost against the current fee amount to determine, if charged, whether the current fee is recovering the costs associated with the requested service. The analysis found that most of the Finance fees are currently set below the full cost of providing the service and staff has suggested increases as detailed in [Appendix C](#). As a result, there would be:

- An increase for 13 fees;
- 3 fees would decrease;
- 13 fees would remain as currently set, and;
- The average fee change would be an increase of 12%.

Community Development

The Community Development (CD) Department provides services and administers programs related to the city's built environment. The CD Department works with businesses, property owners and residents in order to preserve and improve the quality of life in the City ensuring that San Fernando continues to be a great location to shop, work, and live.

The CD Department is responsible for: Advising and working with the City Council, Successor Agency, and Planning and Preservation Commission on decisions concerning the development and use of land resources in the community; Ensuring development projects and proposed land uses are consistent with the City's General Plan goals and objectives and comply with the City's Zoning Code; Reviewing construction proposals and conducting inspections in order to ensure that projects comply with the City's building, health, and safety codes; and Enforcing City and Zoning Codes.

Analysis

Willdan individually reviewed the services associated with the Community Development Department. The review also consisted of an evaluation of existing services in an effort to update the fee schedule.

The analysis of the Community Development Department services relied primarily upon a standard unit cost build-up approach, whereby the reasonable cost of each fee occurrence was determined using staff time involved with providing the service to recover the direct cost of staff and the pro-rata share of departmental costs, including indirect costs for City central services. Willdan then compared the calculated full cost against the current fee amount to determine, if charged, whether the current fee is recovering the costs associated with the requested service. The analysis found that most flat rate fees are currently set below the full cost of providing the service. Staff have suggested increasing cost recovery of fees as detailed in [Appendix C](#). As a result, there would be:

- An increase for 99 fees;
- 18 new fees would be added;
- 11 fees would decrease;
- 16 fees would remain as currently set, and;
- The average fee change would be an increase of 32%.

In addition to the above referenced fees listed under Building, the Building Permit fees are also provided by this division. For the Building Permit fees, valuation is used as a proxy for measuring the amount of effort needed to provide services on a case-by-case basis. This method is an industry standard widely used by other jurisdictions to evaluate the cost of providing service. It is generally understood that the larger and more complex a project is, the more time and effort that is required to provide code compliance services. Project valuation also follows that trend, and so by using a combination of either project valuation or historical revenue figures along with a multiplier or cost recovery analysis for historical and anticipated future trends, current cost recovery along with variability in charges due to project type and scale is determined. The result of the cost analysis completed for the Building Permit program found that the program is currently operating at 83% cost recovery. It is suggested that the fees be increased to raise cost recovery to 100%.

Recreation and Community Services

The Recreation and Community Services Department is comprised of four (4) divisions, which include Administration, Community Services, Recreation, and Cultural Arts/Special Events. Collectively, the divisions provide programming, services, and resources that include youth/adult sports, day camps, cultural arts, wellness/fitness, senior services, teen programming, volunteer opportunities, and citywide special events.

Analysis

Willdan individually reviewed the services and programs associated with the Recreation and Community Services Department. The review also consisted of an evaluation of existing services in an effort to update the fee schedule.

The analysis of most Parks and Recreation programs encompassed facility rentals and other recreation services. The fee for use of government owned facilities and property can be set discretionally by the City per Proposition 26 to reduce the cost to the public for related facilities costs, and because there is market availability for facility use elsewhere. The cost of acquisition, maintenance, repair, and upgrade to the City and subsequently the community is partially offset by rental or use fee revenue. As such these fees should be set using the knowledge of activity use for the facilities, policy desires of the City, and market factors when desirable. It is generally accepted that many Recreation programs provide a measure of public benefit to the residents and City as a whole. In addition, cities generally want to ensure that their programs and services remain affordable to the community at large, and that the programs remain competitive with surrounding jurisdictions and private businesses. Therefore, full cost recovery is typically not the primary goal of fee setting. A time and cost analysis was performed on the fees in the schedule that could have direct staff involvement identified to determine the direct cost for each. Staff have suggested reasonable fee adjustments to the fee schedule, and they are detailed in [Appendix C](#). As a result, there would be:

- An increase for 37 fees, and;
- The average fee change in fees would be a 13% increase.

Public Works

The Public Works Department provides engineering services and capital improvement planning to ensure a high quality of public infrastructure. The Public Works Department is responsible for rehabilitating and restoring the City's infrastructure (i.e. facilities, streets, water pipelines, sewer system), providing safe and reliable water delivery, improving the flow of traffic, maintaining parkway streets and landscape, cleaning of City streets, overseeing transportation programs, managing the City's sanitary sewer system, and coordinating refuse and recycling programs.

Analysis

Willdan individually reviewed the services associated with the Public Works Department. The review also consisted of an evaluation of existing services in an effort to update the fee schedule.

The analysis of Public Works services relied primarily upon a standard unit cost build-up approach for fees, excluding penalties, whereby the reasonable cost of each fee occurrence was determined using staff time involved with providing the service to recover the direct cost of staff and the pro-rata share of departmental costs, including indirect costs for City Central Services. Willdan then compared the calculated full cost against the current fee amount to determine, if charged, whether the current fee is recovering the costs associated with the requested service. The analysis found that fees are currently set below the full cost of providing service. It is recommended that the City set Public Works fees at the levels detailed in [Appendix](#)

C. As a result, there would be:

- An increase for 41 fees;
- 4 fees would decrease;
- 37 fees would change from a flat fee to actual cost, including the Equipment and Material Rates which would be charged per Caltrans rate;
- 18 new fees would be added;
- 29 fees would remain as currently set, and;
- The average fee change would be an increase of 6%.

Police

The Police Department is a dedicated group of law enforcement professionals vested in the highest quality of life for the community. Through investigations, patrols, crime prevention, and other specialized services, the Department protects life, property, and the rights of all persons. The Department continues to enjoy strong community support based upon efficient and effective law enforcement operations.

Analysis

Willdan individually reviewed the services associated with the Police Department. The review also consisted of an evaluation of existing services in an effort to update the fee schedule.

The analysis of Police services relied primarily upon a standard unit cost build-up approach for fees, excluding penalties, whereby the reasonable cost of each fee occurrence was determined using staff time involved with providing the service to recover the direct cost of staff and the pro-rata share of departmental costs, including indirect costs for City Central Services. Willdan then compared the calculated full cost against the current fee amount to determine, if charged, whether the current fee is recovering the costs associated with the requested service. The analysis found that fees are currently set below the full cost of providing service. It is recommended that the City set Police fees at the levels detailed in [Appendix C](#). As a result, there would be:

- An increase for 18 fees;
- 3 fees would decrease;
- 13 fees would remain as currently set, and;
- The average change would be an increase of 10%.

Appendix A – Total Allowable Cost to be Recovered

Below are the total allowable costs that may be recovered through user fees; however, only a portion of the total allowable cost is recovered as staff not only works on services related to user fees, but also works on an array of other City functions during the operational hours of the City. The direct overhead percentages below are derived by dividing other operational costs by salaries and benefits. The indirect allocation percentages are provided through the cost allocation plan. The amounts listed below will not reconcile to City budgets as costs that should not be included in overhead for personnel in the application of determining fully burdened hourly rates were excluded. Examples of these costs are capital, debt, monetary transfers, contract costs, and other costs that are charged directly to the service requestor.

City of San Fernando - User Fee

Overhead Rate Calculations

Department	Total Personnel Services	Department Operations & Administration	Direct Overhead %	Indirect Allocation %
001: ADMINISTRATION	589,182	118,843	20%	0%
001: PERSONNEL	444,093	125,553	28%	0%
001: CITY CLERK	316,196	95,637	30%	0%
001: FINANCE ADMINISTRATION	686,733	356,199	52%	0%
001: INFORMATION TECHNOLOGY	174,670	52,450	30%	0%
001: COMMUNITY DEVELOPMENT	1,066,938	493,568	46%	30%
001: POLICE	8,334,972	2,120,564	25%	23%
001: PUBLIC WORKS	1,533,144	907,701	59%	24%
001: RECREATION & COMMUNITY SERVICES	1,340,547	515,323	38%	35%
027: STREET LIGHTING	78,949	24,250	31%	15%
029: PARKING MAINTENANCE OPERATIONS	86,265	48,732	56%	17%
041: EQUIPMENT MAINTENANCE/REPLACEMENT	224,578	213,000	95%	0%
043: FACILITY MAINTENANCE	659,678	637,831	97%	0%
070: WATER FUND	2,036,472	1,667,572	82%	18%
072: SEWER FUND	949,799	340,761	36%	14%

Appendix B –Fully Burdened Hourly Rates

Below are fully burdened hourly rates (FBHR) of staff positions that provide for the services detailed in **Appendix C**. The FBHRs were used to determine the full cost of each service. They include the salary and benefit costs for each position as well as all applicable overhead amounts for each position.

City of San Fernando - User Fee

Fully Burdened Hourly Rate Calculation

Department	Title	Fully Burdened Hourly Rate
Blended Rates		
	Finance	\$165.42
	Community Development	\$210.68
Position Rates		
001: ADMINISTRATION	Admin - Assistant to the City Manager	\$176.72
001: ADMINISTRATION	Admin - City Manager	\$303.23
001: ADMINISTRATION	Admin - Deputy City Manager/Economic Development	\$286.16
001: ADMINISTRATION	Admin - Executive Assistant to the City Manager	\$116.60
001: COMMUNITY DEVELOPMENT	CD - Administrative Assistant	\$141.32
001: COMMUNITY DEVELOPMENT	CD - Associate Planner	\$196.36
001: COMMUNITY DEVELOPMENT	CD - Community Development Technician	\$154.73
001: COMMUNITY DEVELOPMENT	CD - Community Preservation Officer	\$156.10
001: COMMUNITY DEVELOPMENT	CD - Director of Community Development	\$397.65
001: COMMUNITY DEVELOPMENT	CD - Housing Coordinator	\$217.92
001: CITY CLERK	City Clerk - City Clerk	\$199.13
001: CITY CLERK	City Clerk - Deputy City Clerk/ Management Analyst	\$155.89
041: EQUIPMENT MAINTENANCE/REPLACEMENT	Equip - City Mechanic	\$156.80
043: FACILITY MAINTENANCE	Facility - Public Works Maintenance Worker	\$131.08
043: FACILITY MAINTENANCE	Facility - Public Works Superintendent	\$247.46
043: FACILITY MAINTENANCE	Facility - Public Works Supervisor	\$189.22
043: FACILITY MAINTENANCE	Facility - Senior Maintenance Worker	\$154.17
001: FINANCE ADMINISTRATION	Finance - Accounting Assistant	\$102.73
001: FINANCE ADMINISTRATION	Finance - Accounting Technician	\$112.17
001: FINANCE ADMINISTRATION	Finance - Director of Finance	\$318.81
001: FINANCE ADMINISTRATION	Finance - Payroll Technician	\$127.08
001: FINANCE ADMINISTRATION	Finance - Senior Accountant	\$225.49
001: FINANCE ADMINISTRATION	Finance - Treasurer Assistant	\$106.26
001: INFORMATION TECHNOLOGY	IT - Information Technology System Administrator	\$193.06
001: PERSONNEL	Personnel - Personnel Assistant	\$94.74
001: PERSONNEL	Personnel - Personnel Manager	\$233.64
001: PERSONNEL	Personnel - Personnel Technician	\$107.33
001: POLICE	Police - Community Service Officer	\$104.27
001: POLICE	Police - Management Analyst	\$184.77
001: POLICE	Police - Police Chief	\$384.53
001: POLICE	Police - Police Commander	\$327.34
001: POLICE	Police - Police Desk Officer	\$129.65
001: POLICE	Police - Police Executive Assistant	\$120.45
001: POLICE	Police - Police Officer	\$180.38
001: POLICE	Police - Police Records Administrator	\$161.30
001: POLICE	Police - Police Records Specialist	\$99.66
001: POLICE	Police - Police Sergeant	\$224.27
001: POLICE	Police - Property Control Officer	\$113.27
001: PUBLIC WORKS	PW - City Electrician	\$159.00
001: PUBLIC WORKS	PW - Civil Engineering Assistant II	\$230.74
001: PUBLIC WORKS	PW - Director of Public Works	\$448.85
001: PUBLIC WORKS	PW - Executive Assistant	\$155.66
001: PUBLIC WORKS	PW - Management Analyst	\$236.48
001: PUBLIC WORKS	PW - Public Works Maintenance Worker	\$131.67
001: PUBLIC WORKS	PW - Public Works Operations Manager	\$347.42
001: PUBLIC WORKS	PW - Public Works Superintendent	\$248.58
001: PUBLIC WORKS	PW - Public Works Supervisor	\$190.07

City of San Fernando - User Fee

Fully Burdened Hourly Rate Calculation

Department	Title	Fully Burdened Hourly Rate
001: PUBLIC WORKS	PW - Public Works Technician	\$161.39
001: PUBLIC WORKS	PW - Senior Maintenance Worker	\$154.86
001: PUBLIC WORKS	PW - Senior Park Maintenance Specialist	\$154.86
001: PUBLIC WORKS	PW - Senior Sewer Worker	\$166.21
001: PUBLIC WORKS	PW - Senior Tree Care Specialist	\$154.86
001: PUBLIC WORKS	PW - Sewer Worker	\$138.97
001: RECREATION & COMMUNITY SERVICES	Rec - Administrative Assistant	\$139.29
001: RECREATION & COMMUNITY SERVICES	Rec - Director of Recreation and Community Services	\$350.15
001: RECREATION & COMMUNITY SERVICES	Rec - Executive Assistant	\$147.09
001: RECREATION & COMMUNITY SERVICES	Rec - Program Specialist	\$127.85
001: RECREATION & COMMUNITY SERVICES	Rec - Recreation & Community Services Coordinator	\$140.66
001: RECREATION & COMMUNITY SERVICES	Rec - Recreation & Community Services Supervisor	\$171.75
001: RECREATION & COMMUNITY SERVICES	Rec - Social Services Coordinator	\$140.66
070: WATER FUND	Water - Cross Connection Specialist	\$182.94
070: WATER FUND	Water - Senior Water System Operator	\$184.82
070: WATER FUND	Water - Senior Water Worker	\$177.58
070: WATER FUND	Water - Water Operations Manager	\$376.72
070: WATER FUND	Water - Water Superintendent	\$286.09
070: WATER FUND	Water - Water System Supervisor	\$218.70
070: WATER FUND	Water - Water Worker I	\$154.99
070: WATER FUND	Water - Water Worker II	\$164.57

Appendix C – Cost Recovery Analysis

The following tables provide the results of the analysis, resulting full cost recovery amount, and recommended fees. For fees, services, and penalties in which the full cost, existing fee, and suggested fee is listed as “NA”, the amount or percentage was not calculable. This is most common when either the current or the suggested fee includes a variable component that is not comparable on a one-to-one basis, a full cost was not calculated (for penalties, fines, market-based fees, or items not included in the study), or when there is not a current fee amount to compare against.

ADMINISTRATION DEPARTMENT

#	Title	Current Fee/Charge	Unit	Notes	Authority
A. SERVICE FEES AND CHARGES					
1	Duplication Of Documents				
1a	Per Page; Black and White; 8.5" x 11"	\$0.30	Each	Must Be Paid Prior To Duplication	GC\$7922.53
1b	Per Page; Black and White; Greater than 8.5" x 11"	\$0.30	Each	Must Be Paid Prior To Duplication	GC\$7922.53
1c	Per Page; Color; 8.5" x 11"	\$0.30	Each	Must Be Paid Prior To Duplication	GC\$7922.53
1d	Per Page; Color; Greater than 8.5" x 11"	\$0.30	Each	Must Be Paid Prior To Duplication	GC\$7922.53
2	Duplication Of Media	\$1.15	Each	Must Be Paid Prior To Duplication	GC\$7922.53
3	Fair Political Practices Commission (FPPC) Documents			(i.e., Campaign Statements, Form 700, etc.)	
3a	Duplication Of Documents	\$0.10	Each		GC\$81008
3b	Retrieval Fee	\$5.05	Per Request		GC\$81008
3c	Certification of City Documents	\$6.00	Each		
4	Notarial Services				
4a	Acknowledgement	\$15.00	Each		GC\$8211
4b	Certified Copy of Power of Attorney	\$15.00	Each		GC\$8211
4c	Copy of Journal Entry	\$0.30	Each		GC\$8206
4d	Deposition	\$30.00	Each	Plus \$7 for Administering an Oath to the Witness and \$7 for Completing the Certificate on the Disposition	GC\$8211
4e	Jurat	\$15.00	Each		GC\$8211
4f	Oath and Affirmation	\$15.00	Each		GC\$8211
4g	Proof of Execution by Subscribing Witness	\$15.00	Each		GC\$8211
B. PHOTOGRAPHY AND FILM PRODUCTION PERMITS					
1	Permit Fee				
1a	First Day	\$345.00	Each		SFCC\$22-144
1b	Every Additional Day of the Same Shoot	\$115.00	Day		SFCC\$22-144
1c	Photography	\$230.00	Day		SFCC\$22-144
2	Change Fee	\$230.00	Each		SF Resolution 8233
3	Cancellation Fee; If Less Than 24 Hours	\$295.00	Each		SF Resolution 8233
4	Parking Space Rental - Filming	\$2.00	Per Space, Per Hour		SF Resolution 8233
5	Facility Rental	Refer to Facility Use - Section VI	Per Facility, Per Day	Facility Fee Rental/Hour at 10 Hours	SF Resolution 8233

Full Cost	Subsidy %	Suggested Fee	Fee Δ
\$3.39	91%	\$0.30	\$0
\$3.45	91%	\$0.30	\$0
\$3.48	91%	\$0.30	\$0
\$3.64	92%	\$0.30	\$0
\$22.56	11%	\$20.00	\$19
NA	NA	\$0.10	\$0
NA	NA	\$5.00	-\$0.05
\$33.19	13%	\$29.00	\$23
NA	NA	\$15.00	\$0
NA	NA	\$15.00	\$0
NA	NA	\$0.30	\$0
NA	NA	\$30.00	\$0
NA	NA	\$15.00	\$0
NA	NA	\$15.00	\$0
NA	NA	\$15.00	\$0
\$582.59	23%	\$450.00	\$105
\$202.84	26%	\$150.00	\$35
\$239.61	2%	\$235.00	\$5
\$321.45	7%	\$300.00	\$70
NA	NA	50% of permit fee	NA
NA	NA	\$2.50	\$1
NA	NA	Refer to Facility Use - Section VI	NA

FINANCE DEPARTMENT

#	Title	Current Fee/Charge	Unit	Notes	Authority
A. SERVICE FEES AND CHARGES					
1	Returned Check Fee				
1a	First	\$28.75			GC 1714
1b	Second	\$40.25	Each		GC 1714
2	Business License Processing Fee	\$25.00	Each		SF Resolution 8233
3	Tobacco Retailers Permit Fee	\$520.00	Each		SFCC\$22-436 By SF Resolution 8233
4	Rummage Sale Permit Fee	\$20.00	Each		SFCC\$22-226
B. UTILITIES					
1	Utilities				
1a	Security Deposit for a New Residential Applicant	\$120.00			SFCC\$94-263 By SF Ordinance 1607
1b	Security Deposit for New Commercial Applicant	\$170.00			SFCC\$94-263 By SF Ordinance 1607
1c	Security Deposit for Delinquent Accounts	\$170.00		Minimum set by SFCC\$94-263	SFCC\$94-263 By SF Ordinance 1607
1d	Delivery Fee for Final Disconnection Notices	\$20.00			SFCC\$94-263 By SF Ordinance 1607
1e	Administrative/Reconnection Fee	\$50.00			SFCC\$94-263 By SF Ordinance 1607
1f	Tampering With Meter	\$85.00			SFCC\$94-263 By SF Ordinance 1607
1g	Reinstallation Fee if Meter Has Been Removed	\$85.00		Plus meter and material costs if necessary.	SFCC\$94-263 By SF Ordinance 1607
1h	Reinstallation Fee for Inactive Meter	\$85.00		Plus meter and material costs if necessary.	SFCC\$94-263 By SF Ordinance 1607
1i	Fee for All Accounts With a Backflow Prevention Device	\$25.00	/month	Cost covers the annual inspection & testing of backflow device; billed \$50 per billing cycle	SFCC\$94-269
1j	Returned Check Fee	\$28.75			GC 1714
	Delinquency Charge	10%	of delinquency		
C. ALARM PERMITS AND NOTIFICATIONS					
1	Alarm Permits				
1a	Annual Alarm Permit Issuance	\$30.00	Each		SFCC\$30-91 By SF Resolution 8233
1b	Penalty For Business With No Permit On File	\$60.00	Each	In Addition To Permit Fee	SF Resolution 7849
1c	Penalty For Not Paying Bill Within 60 Days After Billing	10% of bill	Per Month	Up To The Amount Of The Bill	SFCC\$30-33 By SF Resolution 8233
2	Monitoring for Alarms Wired to the Police Department				
2a	Business	\$230.00		Semi-Annual Fee	SF Resolution 8233
2b	Residence	\$115.00		Semi-Annual Fee	SF Resolution 8233
3	False Alarm Responses			Per fiscal year.	
3a	First Response	Free			SFCC\$30-32 By SF Resolution 8233
3b	Second Response	Free			SFCC\$30-32 By SF Resolution 8233

Full Cost	Subsidy %	Suggested Fee	Fee Δ	DEPT
NA	NA	\$25.00	-\$4	FIN
NA	NA	\$35.00	-\$5	FIN
\$33.69	11%	\$30.00	\$5	FIN
\$625.37	0%	\$625.00	\$105	PD
\$24.01	17%	\$20.00	\$0	FIN
NA	NA	\$150.00	\$30	PW
NA	NA	\$200.00	\$30	PW
NA	NA	\$200.00	\$30	PW
\$85.28	71%	\$25.00	\$5	PW
\$89.02	27%	\$65.00	\$15	PW
NA	NA	\$125.00	\$40	PW
\$164.57	3%	\$160.00	\$75	PW
\$164.57	24%	\$125.00	\$40	PW
\$32.81	24%	\$25.00	\$0	PW
NA	NA	\$25.00	-\$4	FIN
NA	NA	10%	\$0	FIN
\$57.80	31%	\$40.00	\$10	FIN
NA	NA	\$60.00	\$0	FIN
NA	NA	10% of bill	\$0	FIN
\$324.12	23%	\$250.00	\$20	PD
\$324.12	54%	\$150.00	\$35	PD
NA	NA	Free	\$0	PD
NA	NA	Free	\$0	PD

FINANCE DEPARTMENT

#	Title	Current Fee/Charge	Unit	Notes	Authority
3c	Third Response	\$253.00			SFCC§30-32 By SF Resolution 8233
3d	Fourth Response	\$253.00			SFCC§30-32 By SF Resolution 8233
3e	Fifth Response	\$253.00			SFCC§30-32 By SF Resolution 8233
3f	Sixth Response	\$253.00			SFCC§30-32 By SF Resolution 8233
3g	Seventh Response And All Other	\$506.00			SFCC§30-32 By SF Resolution 8233
4	False Panic Alarm Responses	\$253.00	Each		SFCC§30-32 By SF Resolution 8233

Full Cost	Subsidy %	Suggested Fee	Fee Δ	DEPT
NA	NA	\$253.00	\$0	PD
NA	NA	\$253.00	\$0	PD
NA	NA	\$253.00	\$0	PD
NA	NA	\$253.00	\$0	PD
NA	NA	\$506.00	\$0	PD
NA	NA	\$253.00	\$0	PD

COMMUNITY DEVELOPMENT DEPARTMENT

#	Title	Current Fee/Charge	Unit	Notes	Authority
	A. GENERAL PLANNING AND DEVELOPMENT FEES AND SERVICE CHARGES				
1	Appeals Of Action By Director Or Planning Commission	½ Application Fee	Each		SF Resolution 8233
2	Conditional Use Permit	\$4,564.15	Each		SF Resolution 8233
3	Covenant Agreement	New	Each		
3	Density and Other Bonus Incentives (DOBI)	New	Each		
4	Development Agreement	Hourly Rate	Each		SF Resolution 8233
5	Environmental Documentation				
5a	Categorical Exemption	\$2,760.00	Each	Minimum Deposit; Actual Cost May Exceed Deposit and is Based on Hourly Rates	SF Resolution 8233
5b	Initial Studies	\$7,820.00		Minimum Deposit; Actual Cost May Exceed Deposit and is Based on Hourly Rates	SF Resolution 8233
5c	Environmental Impact Report	\$17,250.00		Minimum Deposit; Actual Cost May Exceed Deposit and is Based on Hourly Rates	SF Resolution 8233
6	Extension of Time: Director level	New	Each		
7	Extension of Time: Planning & Preservation	New	Each		
8	General Plan/Zone Change/Text Amendment	\$4,959.45	Each		SF Resolution 8233
9	Large Family Day Care	\$3,027.85	Each		SF Resolution 8233
10	Maps				
10a	Parcel Map Fee	\$5,145.95	Each		SF Resolution 8233
10b	Tentative Tract Map Fee	\$5,265.55	Each		SF Resolution 8233
10c	Lot Line Adjustment / Lot Merger	\$2,200.55 & \$3,989.35			SF Resolution 8233
11	Minor Modification to Development Standards	\$3,285.55	Each		SF Resolution 8233
12	Modification of approved Site Plan Review require to building permit	New	Each		
13	Modification of approved Site Plan Review after building permit issued	New	Each		
14	Multiple Applications	50% of stand alone app fee	Each	100% of highest cost application is charged. Each additional application will be charged at 50% of the fee	
15	MWLO Landscape Review - Initial	New	Sheet	off site plan checker review	
16	MWLO Landscape Review - Recheck	New	Sheet	off-site plan checker review	
17	MWLO Landscape Inspection	New	Hourly Rate	off-site consultant inspection	
18	Planning Review	\$375.35	Each		SF Resolution 8233
19	Precise Development	\$2,883.25	Each		SF Resolution 8233
20	Preliminary Plan Review	New			
21	Public Notification				
21a	Postage	\$140.75			SF Resolution 8233
21b	Published Notice In Newspaper	\$690.00	Each	¼ Ads Only; Based on minimum fee, if actual costs are higher, then applicant will be billed accordingly	SF Resolution 8233
21c	Notice of Environmental Assessment	New	Each	Based on minimum fee, if actual costs are higher, then applicant will be billed accordingly	SF Resolution 8233
22	Signs				
22a	A-Frame/Window Sign	Hourly Rate	Each		
22b	Banner Permit	\$95.00	Each	Five Banners Permitted Per One Calendar Year; Maximum five periods of 21-days per year	
22c	Wall Sign	\$398.00	Each		
22d	Free Standing Sign	\$2,816.35	Each		SF Resolution 8233

Full Cost	Subsidy %	Suggested Fee	Fee Δ
NA	NA	½ Application Fee	\$0
\$9,155.84	0%	\$9,155.00	\$4,591
\$1,857.77	0%	\$1,850.00	NA
\$9,025.19	0%	\$9,025.00	NA
NA	NA	Hourly Rate	\$0
NA	NA	\$1,000.00	-\$1,760
NA	NA	\$2,000.00	-\$5,820
NA	NA	\$10,000.00	-\$7,250
NA	NA	1/3 cost of application	NA
NA	NA	1/3 cost of application	NA
\$10,702.92	0%	\$10,700.00	\$5,741
\$7,660.68	0%	\$7,660.00	\$4,632
\$8,706.27	0%	\$8,705.00	\$3,559
\$8,867.60	0%	\$8,865.00	\$3,599
\$6,326.62	-2%	\$6,475.00	Variable
\$5,908.07	0%	\$5,905.00	\$2,619
NA	NA	1/2 cost of application	NA
\$2,361.21	0%	\$2,360.00	NA
NA	NA	50% of the application cost	\$0
\$240.74	0%	\$240.00	NA
\$240.74	0%	\$240.00	NA
\$240.74	0%	\$240.00	NA
\$1,086.02	26%	\$800.00	\$425
\$9,170.09	0%	\$9,170.00	\$6,287
\$2,758.86	0%	\$2,755.00	NA
\$1,371.27	87%	\$175.00	\$34
\$589.07	1%	\$585.00	-\$105
NA	NA	\$500.00	NA
NA	NA	Hourly Rate	\$0
\$256.00	53%	\$120.00	\$25
\$492.12	0%	\$490.00	\$92
\$5,177.53	0%	\$5,175.00	\$2,359

COMMUNITY DEVELOPMENT DEPARTMENT

#	Title	Current Fee/Charge	Unit	Notes	Authority
23	Site Plan Review	\$3,676.60	Each	One Fee Regardless Of Lot Size; See Exception For Single Family Detached Dwelling On One Lot With Residing Owner Occupant (Section B)	SF Resolution 8233
24	Site Plan Review - ADU New /Conversion	New	Each		
26	Site Plan Review- JADU	New	Each		
27	Specific Plan	\$13,117.65	Each	\$5,600 Minimum Deposit; Actual Cost May Exceed Deposit and is Based on Hourly Rates	SF Resolution 8233
28	Staff Research/Pre-Application	Hourly Rate			SF Resolution 8233
29	Variance	\$4,474.90	Each		SF Resolution 8233
30	Wall And Fence Review- can just be hourly rate	\$96.20	Each	Building Permit Issued Per City Code Section 106-970	SF Resolution 8233
31	Zoning Rebuild Letter/ Confirmation Letter	\$236.95	Each		SF Resolution 8233
32	Zoning Permit Review				
32a	Home Occupation	\$72.75	Each		SF Resolution 8233
32b	Swap Meet Occupancy For Sellers	\$23.00	Each		SF Resolution 8233
32c	Zoning Clearance / Occupancy Permit Review	\$283.85	Each	Includes \$69 Fee For Building Division Inspection	SF Resolution 8233
32d	Zoning Review DMV Clearance	\$167.75	Each		SF Resolution 8233
33	Hourly Rate Schedule				
33a	Director of Community Development	\$201.75	Hour		SF Resolution 8233
33b	Senior Planner	\$148.95	Hour		SF Resolution 8233
33c	Associate Planner	\$93.85	Hour		SF Resolution 8233
33d	Community Preservation Officer	\$103.20	Hour		SF Resolution 8233
33e	Secretary/Administrative Assistant	\$103.20	Hour		SF Resolution 8233
33f	Intern	\$24.60	Hour		SF Resolution 8233
33g	Consultant	TBD	Hour	Fees calculated on a project by project basis Projects Involving Staff Research and Project Expediting; per Fee Schedule established under Item No. 23 including any additional fees associated with other Department and Division staff support, including consultant costs and 25% administrative fee	SF Resolution 8233
	B. BUILDING/ HOUSING INSPECTION FEES – SCHEDULE A				
	C. BUILDING/ HOUSING INSPECTION FEES – SCHEDULE B				
	D. BUILDING/ HOUSING INSPECTION FEES – SCHEDULE C				
	E. BUILDING/ HOUSING INSPECTION FEES – SCHEDULE D				
	F. BUILDING VALUATION TABLE FOR ALL NEW CONSTRUCTION				
1	1 – 500	\$31.85			SF Resolution 8233
2	501 – 2,000	\$31.85			SF Resolution 8233
	501 – 2,000: for each additional \$100	\$5.53			
3	2,001 – 25,000	\$127.05			SF Resolution 8233
	2,001 – 25,000: for each additional \$1000	\$25.38			
4	25,001 – 50,000	\$798.25			SF Resolution 8233
	25,001 – 50,000: for each additional \$1000	\$18.31			
5	50,001 – 100,000	\$1,324.75			SF Resolution 8233
	50,001 – 100,000: for each additional \$1000	\$12.68			
6	100,001 – 500,000	\$2,054.25			SF Resolution 8233
	100,001 – 500,000: for each additional \$1000	\$10.15			
7	500,001 – 1,000,000	\$6,723.00			SF Resolution 8233
	500,001 – 1,000,000: for each additional \$1000	\$8.61			
8	1,000,001 – 9,999,999	\$11,675.55			SF Resolution 8233
	1,000,001 – 9,999,999: for each additional \$1000	\$6.61			

Full Cost	Subsidy %	Suggested Fee	Fee Δ
\$6,918.72	0%	\$6,915.00	\$3,238
\$2,543.58	61%	\$1,000.00	NA
\$1,836.68	73%	\$500.00	NA
\$18,840.31	0%	\$18,840.00	\$5,722
NA	NA	Hourly Rate	\$0
\$9,295.41	0%	\$9,295.00	\$4,820
\$380.15	68%	\$120.00	\$24
\$1,237.93	60%	\$500.00	\$263
\$306.74	67%	\$100.00	\$27
\$127.72	77%	\$30.00	\$7
\$566.93	37%	\$355.00	\$71
\$282.92	26%	\$210.00	\$42
\$397.65	1%	\$395.00	\$193
NA	NA	\$148.95	\$0
\$196.36	1%	\$195.00	\$101
\$156.10	1%	\$155.00	\$52
\$141.32	1%	\$140.00	\$37
\$46.60	3%	\$45.00	\$20
NA	NA	TBD	\$0
\$38.15	0%	\$38.15	\$6
\$38.15	0%	\$38.15	\$6
\$7.61	0%	\$7.61	\$2
\$152.20	0%	\$152.20	\$25
\$34.96	0%	\$34.96	\$10
\$956.26	0%	\$956.26	\$158
\$25.23	0%	\$25.23	\$7
\$1,586.98	0%	\$1,586.98	\$262
\$17.48	0%	\$17.48	\$5
\$2,460.88	0%	\$2,460.88	\$407
\$13.98	0%	\$13.98	\$4
\$8,053.79	0%	\$8,053.79	\$1,331
\$11.87	0%	\$11.87	\$3
\$13,986.67	0%	\$13,986.67	\$2,311
\$7.92	0%	\$7.92	\$1

COMMUNITY DEVELOPMENT DEPARTMENT

#	Title	Current Fee/Charge	Unit	Notes	Authority
	G. BUILDING/ HOUSING INSPECTION FEES – OTHER	Fee		Owners Cert. / CUP Required	
1	Admin. Service Issuance Fee	\$93.38			
2	Building Plan Maintenance	\$93.38			
3	CASp Fee	\$4.60	Per Building Permit		AB 1379
4	Code Enforcement Inspection Fee	\$53.05			
5	Demolition	\$358.85			
6	General Plan Update Surcharge	5%			
7	Grading	\$358.85			
8	Inspection Prior to Resale of Residential Property (Includes Building Permit/Certificate of Building Compliance, Issuance Fee, Plan Maintenance Fee)	\$276.00	Per Property	No / No	GC\$66014
9	Rental Inspection Program				
9a	Rental Inspection Program (1 to 2 Units)	\$82.10		No / No	GC\$66014
9b	Rental Inspection Program (3 or More Units)	\$41.05	Per Unit	No / No	GC\$66014
10	Special Revolving Fund	\$4.00 up to 100,000 valuation; \$1 per 25,000 over 100,000 valuation			
11	Strong Motion Fee	% of valuation on each permit issued			
12	Alteration to Existing - Minor	New			
13	Alteration to Existing - Medium	New			
14	Alteration to Existing - Major	New			
15	Alteration to Existing - Full	New			
	H. OTHER FEES	Current Fee/Charge	Unit	Notes	Authority
1	AIMS Maintenance Surcharge	10%	Each	Added to All Building Permit Fees and Planning Fees	SF Resolution 8233
2	Amplified Sound Permit	\$138.00	Each		SF Resolution 8233
3	Solar Panel Review	\$87.95	Each		SF Resolution 8233
	K. WIRELESS TELECOMMUNICATIONS FACILITIES				
1	Wireless Application Fee/non-6409/Non-Public ROW	\$3,918.10	Each New Site	Requires Site Plan Review + Fee. Subject to application of consultant review fee at rate of \$2,350 per application, as needed. Subject to application of City Attorney hourly rate of \$210 per hour (min. 1 hour)	SF Resolution 8233
2	Wireless Application Fee/non-6409/Public ROW	\$4,504.60	Each New Site	Requires Site Plan Review + Fee. Subject to application of consultant review fee at rate of \$2,350 per application, as needed. Subject to application of City Attorney hourly rate of \$210 per hour (min. 1 hour)	SF Resolution 8233
3	Wireless Application Fee/6409/Non-Public ROW	\$609.50	Each Existing Site	Requires Planning Review Fee. Subject to application of consultant review fee at rate of \$300 for partner, \$260 for associate, \$160 for paralegal, as needed. Subject to application of City Attorney hourly rate of \$210 per hour (min. 1 hour)	SF Resolution 8233

Full Cost	Subsidy %	Suggested Fee	Fee Δ
\$340.49	65%	\$120.00	\$27
\$340.49	65%	\$120.00	\$27
NA	NA	\$4.00	-\$1
\$139.06	50%	\$70.00	\$17
\$1,138.19	60%	\$450.00	\$91
NA	NA	9%	4%
\$1,138.19	60%	\$450.00	\$91
\$1,040.94	67%	\$345.00	\$69
\$648.23	84%	\$105.00	\$23
\$941.83	94%	\$55.00	\$14
NA	NA	\$4.00 up to 100,000 valuation; \$1 per 25,000 over 100,000 valuation	\$0
NA	NA	% of valuation on each permit issued	\$0
Variable	NA	20% of Building Valuation	NA
Variable	NA	40% of Building Valuation	NA
Variable	NA	60% of Building Valuation	NA
Variable	NA	80% of Building Valuation	NA
NA	NA	10%	\$0
\$695.27	75%	\$175.00	\$37
\$222.04	50%	\$110.00	\$22
\$3,398.53	0%	\$3,395.00	-\$523
\$4,387.61	0%	\$4,385.00	-\$120
\$2,072.91	63%	\$765.00	\$156

COMMUNITY DEVELOPMENT DEPARTMENT

#	Title	Current Fee/Charge	Unit	Notes	Authority
4	Wireless Application Fee/6409/Public ROW	\$1,000.50	Each Existing Site	Requires Planning Review Fee and min. 2 hours Public Works/Engineering staff. Subject to application of consultant review fee at rate of \$300 for partner, \$260 for associate, \$160 for paralegal, as needed. Subject to application of City Attorney hourly rate of \$210 per hour (min. 1 hour)	SF Resolution 8233
4	Site License Application Fee	\$1,196.00	Each	Subject to application of consultant review fee at rate of \$300 for partner, \$260 for associate, \$160 for paralegal, as needed. Subject to application of City Attorney hourly rate of \$210 per hour (min. 1 hour)	SF Resolution 8233
5	Master License Application Fee	\$517.50	Each	Subject to application of City Attorney hourly rate of \$210 per hour (min. 1 hour)	SF Resolution 8233
L. COMMUNITY PRESERVATION					
1	Special Enforcement Procedure To Comply With Community Preservation Orders That Apply To Inspections Of Violation Of The City Code	\$23.00	Each		SF Resolution 8233
2	Swap Meet Exhibitor Daily License Inspection/Compliance	\$13.80	Each		SF Resolution 8233

* Building Valuation is determined by the City Building Official. Valuation provided by the applicant will be checked against indices to ensure reasonableness.

Full Cost	Subsidy %	Suggested Fee	Fee Δ
\$2,303.64	46%	\$1,250.00	\$250
\$1,128.59	0%	\$1,125.00	-\$71
\$1,128.59	42%	\$650.00	\$133
\$191.43	84%	\$30.00	\$7
NA	NA	\$13.00	-\$1

COMMUNITY DEVELOPMENT DEPARTMENT - MECHANICAL, ELECTRICAL AND PLUMBING FEES

#	Title	Current Fee/Charge	Unit	Notes
A. ELECTRICAL PERMITS/INSPECTIONS				
1	Permit Issuance	\$93.38		
2	Plan Check Minor (if required)	Based on valuation		2 hour minimum
3	Plan Check Major (if required)	Based on valuation		10 hour minimum
4	Electrical System for New Single Family Homes (includes garage and minor accessory structures; excludes transformers, generators, etc.)	New	per 1,000 sq. ft. or portion thereof	
5	Solar PV Systems (or similar solar installation)			
5a	1-5kW	\$146.00		
5b	6-10kW	\$253.00		
5c	11-15kW	\$322.50		
5d	16-more kW	\$322.50	plus \$15 for each > 16	
6	Electrical Services or breaker panel (New or upgrade)			
6a	100-200 amps	\$10.00	each	
6b	201-600 amps	\$20.00	each	
6c	400-600 amps	\$20.00	each	
7	Outlets/switches/lighting fixtures or similar outlets			
7a	1-5	\$10.50		
7b	6-10	\$13.50		
7c	11-99	\$13.50	plus \$7.00	
8	Electrical Appliance			
8a	>3<5	\$11.50		
8b	>5<20	\$17.00		
8c	>20<50	\$23.00		
8d	>50<100	\$45.00		
8e	>100	\$70.00		
9	Temporary Power Pole	\$27.50		
10	Power Apparatus (Generator, motor, transformer, etc.)	\$5.00		
11	Each additional power apparatus	\$5.00		
12	Branch Circuit	\$11.50		
13	Each additional branch circuit	\$11.50		
14	Miscellaneous Electrical (repair, installation of conduit, or other)	\$11.50		
B. PLUMBING PERMITS/INSPECTIONS				
1	Permit Issuance	\$93.38		
2	Minor Plan Check (if required)	Based on valuation		2 hour minimum

Full Cost	Subsidy %	Suggested Fee	Fee Δ
\$232.09	50%	\$116.00	\$23
NA	NA	Based on Valuation	\$0
NA	NA	Based on Valuation	\$0
\$297.59	1%	\$295.00	NA
\$297.59	39%	\$182.00	\$36
\$297.59	0%	\$297.00	\$44
\$297.59	0%	\$297.00	-\$26
\$297.59	0%	\$297.00	-\$26
\$297.59	96%	\$12.00	\$2
\$297.59	92%	\$25.00	\$5
\$297.59	92%	\$25.00	\$5
\$297.59	96%	\$13.00	\$3
\$297.59	95%	\$16.00	\$3
\$297.59	95%	\$16.00	\$3
\$297.59	95%	\$14.00	\$3
\$297.59	93%	\$21.00	\$4
\$297.59	91%	\$28.00	\$5
\$336.27	83%	\$56.00	\$11
\$336.27	74%	\$87.00	\$17
\$245.50	86%	\$34.00	\$7
\$297.59	98%	\$6.00	\$1
\$297.59	98%	\$6.00	\$1
\$245.50	94%	\$14.00	\$3
\$245.50	94%	\$14.00	\$3
\$297.59	95%	\$14.00	\$3
\$193.41	40%	\$116.00	\$23
NA	NA	Based on valuation	\$0

COMMUNITY DEVELOPMENT DEPARTMENT - MECHANICAL, ELECTRICAL AND PLUMBING FEES

#	Title	Current Fee/Charge	Unit	Notes
3	Major Plan Check (if required)	Based on valuation		8 hour minimum
4	Water Heater	\$7.50	each	
5	Irrigation System (First 10 valves)			
5a	1-3	\$15.00		
5b	4+	\$15.00	plus \$6.00	
6	Repair of drain line, vent pipe, or repiping (First 10 fixtures/hose bibb)	\$6.50	each	
6a	Each additional 5 outlets	\$3.00		
7	Water Service Replacement	\$11.00		
8	Plumbing Fixtures (sink, toilet, bidet, tub, shower, and miscellaneous fixtures and appliances)			
8a	New Fixture	\$11.00	each	
8b	Replacement	\$4.00	each	
9	Gas Line (first 5 fixtures)	\$15.00		
9a	Each additional outlet	\$4.00		
10	Sewer line connected to public system (new or replacement)	\$25.00		
11	Septic System (new or replacement)	\$70.00		
12	Miscellaneous Plumbing (repair or other)	\$15.00		
C. MECHANICAL PERMITS/INSPECTIONS				
1	Permit Issuance	\$93.38		
2	Minor Plan Check (if required)	Based on valuation		2 hour minimum
3	Major Plan Check (if required)	Based on valuation		8 hour minimum
4	HVAC (new or replacement) (includes ducts) (first condenser and/or furnace)			
4a	Air handler	\$15.00	per each	
4b	Fuel Burning	\$12.00		
4c	Inlet or outlet	\$3.00	per each	
5	Alteration or addition to mechanical ducts	\$3.00	per each	
6	Ventilation Fan connected to duct	\$7.50		
7	Pre-fabricated Fireplace	\$15.00		
8	Miscellaneous Mechanical (repair or other)	\$9.00		

* Building Valuation is determined by the City Building Official. Valuation provided by the applicant will be checked against indices to ensure reasonableness.

Full Cost	Subsidy %	Suggested Fee	Fee Δ
NA	NA	Based on valuation	\$0
\$245.50	96%	\$9.00	\$2
\$245.50	93%	\$18.00	\$3
\$245.50	93%	\$18.00	\$3
\$297.59	97%	\$8.00	\$2
\$297.59	99%	\$4.00	\$1
\$245.50	95%	\$13.00	\$2
\$245.50	95%	\$13.00	\$2
\$245.50	98%	\$5.00	\$1
\$297.59	94%	\$18.00	\$3
\$297.59	98%	\$5.00	\$1
\$349.68	91%	\$31.00	\$6
\$349.68	75%	\$87.00	\$17
\$52.09	65%	\$18.00	\$3
\$193.41	40%	\$116.00	\$23
NA	NA	Based on valuation	\$0
NA	NA	Based on valuation	\$0
\$349.68	95%	\$18.00	\$3
\$349.68	96%	\$15.00	\$3
\$349.68	99%	\$3.50	\$1
\$297.59	99%	\$3.50	\$1
\$297.59	97%	\$9.00	\$2
\$297.59	94%	\$18.00	\$3
\$297.59	96%	\$11.00	\$2

RECREATION AND COMMUNITY SERVICES DEPARTMENT

#	Title					
	A. INDOOR FACILITY USE (RECREATION PARK, LAS PALMAS PARK AND TEA HOUSE AT RUDY ORTEGA SR. PARK)	Facility Fee/Hour	Staff Rate/Hour (2 hours added for setup/teardown)	Conditionally Refundable Damage/ Cleaning Deposit + Application Fee	Duration Minimum	Authority
1	Resident / Non-Profit					
1a	Event With 1 – 49 People	\$35.00	\$25.00	\$165 + \$10	4 Hours	SF Resolution 8233
1b	Event With 50 – 99 People	\$40.00	\$45.00	\$165 + \$10	4 Hours	SF Resolution 8233
1c	Event With 100 – 149 People	\$50.00	\$65.00	\$165 + \$10	4 Hours	SF Resolution 8233
1d	Event With 150 – 199 People	\$60.00	\$80.00	\$165 + \$10	4 Hours	SF Resolution 8233
1e	Event With 200 – 249 People	\$75.00	\$80.00	\$165 + \$10	4 Hours	SF Resolution 8233
1f	Event With 250 – 300 People	\$85.00	\$80.00	\$165 + \$10	4 Hours	SF Resolution 8233
1g	Alcohol Use Permit	\$85.00		\$165 + \$10		SF Resolution 8233
2	Non-Resident					
2a	Event With 1 – 49 People	\$45.00	\$25.00	\$165 + \$10	4 Hours	SF Resolution 8233
2b	Event With 50 – 99 People	\$55.00	\$45.00	\$165 + \$10	4 Hours	SF Resolution 8233
2c	Event With 100 – 149 People	\$60.00	\$60.00	\$165 + \$10	4 Hours	SF Resolution 8233
2d	Event With 150 – 199 People	\$75.00	\$80.00	\$165 + \$10	4 Hours	SF Resolution 8233
2e	Event With 200 – 249 People	\$85.00	\$80.00	\$165 + \$10	4 Hours	SF Resolution 8233
2f	Event With 250 – 300 People	\$100.00	\$80.00	\$165 + \$10	4 Hours	SF Resolution 8233
2g	Alcohol Use Permit	\$109.00		\$165 + \$10		SF Resolution 8233
	B. PICNIC AREA USE	Fee/Hour Daily (10am - 7pm)	Application Fee	Conditionally Refundable Damage/ Cleaning Deposit + Electricity Fee	Duration Minimum	Authority
1	Resident / Non-Profit					
1a	Las Palmas Park Area #1 (4 Tables)	\$80.00	\$5.00	\$60 + \$15 (If Required)	Daily	SF Resolution 8233
1b	Las Palmas Park Area #2 (4 Tables)	\$80.00	\$5.00	\$60 + \$15 (If Required)	Daily	SF Resolution 8233
1c	Las Palmas Park Area #3 (9 Tables)	\$115.00	\$5.00	\$60 + \$15 (If Required)	Daily	SF Resolution 8233
1d	Recreation Park Area #1 (4 Tables)	\$80.00	\$5.00	\$60 + \$15 (If Required)	Daily	SF Resolution 8233
1e	Recreation Park Area #2 (6 Tables)	\$90.00	\$5.00	\$60 + \$15 (If Required)	Daily	SF Resolution 8233
1f	Bouncer	\$5.00	\$5.00	\$60 + \$15 (If Required)	Daily	SF Resolution 8233
2	Non-Resident					
2a	Las Palmas Park Area #1 (4 Tables)	\$100.00	\$5.00	\$60 + \$15 (If Required)	Daily	SF Resolution 8233
2b	Las Palmas Park Area #2 (4 Tables)	\$100.00	\$5.00	\$60 + \$15 (If Required)	Daily	SF Resolution 8233
2c	Las Palmas Park Area #3 (9 Tables)	\$130.00	\$5.00	\$60 + \$15 (If Required)	Daily	SF Resolution 8233
2d	Recreation Park Area #1 (4 Tables)	\$100.00	\$5.00	\$60 + \$15 (If Required)	Daily	SF Resolution 8233
2e	Recreation Park Area #2 (6 Tables)	\$110.00	\$5.00	\$60 + \$15 (If Required)	Daily	SF Resolution 8233
2f	Bouncer	\$15.00	\$5.00	\$60 + \$15 (If Required)		SF Resolution 8233
	C. SPORTS FIELDS / OUTDOOR COURTS	Youth Fee/Hour	Adult Fee/Hour	Youth League Field Maintenance Impact Fee	Insurance Required	Authority
1	Resident / Non-Profit					
1a	Ball Fields/Courts (Each)	N/C*	\$30.00	*\$15 Per Season Per Registered Player (Non-Profit Youth Teams with City agreement)	Yes	
	Ball Fields/Courts (Each)				Yes	
1b	Ball Fields/Court Lights	\$15.00	\$20.00			SF Resolution 8233
2	Non-Resident					
2a	Ball Fields/Courts (Each)	\$30.00	\$40.00		Yes	SF Resolution 8233
2b	Ball Fields/Court Lights	\$15.00	\$20.00			SF Resolution 8233
3	Concession Stand Rental	\$25.00	\$35.00	Per hour	Yes / LAC DPH Permit	SF Resolution 8233

Full Staff Cost	Subsidy %	Suggested Facility Fee/Hour	Suggested Staff Rate/Hour	Suggested Conditionally Refundable Damage/ Cleaning Deposit + Application Fee	Fee Δ
\$134.42	80%	\$38.50	\$27.50	\$165 + \$10	\$6.00
\$181.82	73%	\$44.00	\$49.50	\$165 + \$10	\$8.50
\$181.82	61%	\$55.00	\$71.50	\$165 + \$10	\$11.50
\$229.22	62%	\$66.00	\$88.00	\$165 + \$10	\$14.00
\$229.22	62%	\$82.50	\$88.00	\$165 + \$10	\$15.50
\$229.22	62%	\$93.50	\$88.00	\$165 + \$10	\$16.50
\$186.70	100%	\$93.50		\$250 + \$10	\$8.50
\$87.02	68%	\$49.50	\$27.50	\$165 + \$10	\$7.00
\$134.42	63%	\$60.50	\$49.50	\$165 + \$10	\$10.00
\$181.82	64%	\$66.00	\$66.00	\$165 + \$10	\$12.00
\$229.22	62%	\$82.50	\$88.00	\$165 + \$10	\$15.50
\$229.22	62%	\$93.50	\$88.00	\$165 + \$10	\$16.50
\$229.22	62%	\$110.00	\$88.00	\$165 + \$10	\$18.00
\$186.70	100%	\$119.90		\$250 + \$10	\$10.90
Full Staff Cost for Application Fee	Application Fee Subsidy %	Suggested Fee/Hour Daily (10am - 7 pm)	Suggested Application Fee	Suggested Conditionally Refundable Damage/ Cleaning Deposit + Electricity Fee	Fee Δ
\$19.81	50%	\$88.00	\$10.00	\$60 + \$15 (If Required)	\$13.00
\$19.81	50%	\$88.00	\$10.00	\$60 + \$15 (If Required)	\$13.00
\$19.81	50%	\$126.50	\$10.00	\$60 + \$15 (If Required)	\$16.50
\$19.81	50%	\$88.00	\$10.00	\$60 + \$15 (If Required)	\$13.00
\$19.81	50%	\$99.00	\$10.00	\$60 + \$15 (If Required)	\$14.00
\$19.81	75%	\$5.50	\$5.00	\$60 + \$15 (If Required)	\$0.50
\$19.81	50%	\$110.00	\$10.00	\$60 + \$15 (If Required)	\$15.00
\$19.81	50%	\$110.00	\$10.00	\$60 + \$15 (If Required)	\$15.00
\$19.81	50%	\$143.00	\$10.00	\$60 + \$15 (If Required)	\$18.00
\$19.81	50%	\$110.00	\$10.00	\$60 + \$15 (If Required)	\$15.00
\$19.81	50%	\$121.00	\$10.00	\$60 + \$15 (If Required)	\$16.00
\$19.81	75%	\$16.50	\$5.00	\$60 + \$15 (If Required)	\$1.50
Full Staff Cost	Subsidy %	Suggested Youth Fee/Hour	Suggested Adult Fee/Hour		Fee Δ
NA	NA	\$17.00/child/yr	NA		\$13.00
NA	NA	\$22.00	\$33.00		\$55.00
NA	NA	\$16.50	\$22.00		\$3.50
NA	NA	\$33.00	\$44.00		\$7.00
NA	NA	\$16.50	\$22.00		\$3.50
NA	NA	\$27.50	\$38.50		\$6.00

RECREATION AND COMMUNITY SERVICES DEPARTMENT

#	Title	Fee	Unit	Special Condition	Other	Authority
	D. SPECIAL EVENTS					
1	Special Events Application Processing					
1a	Application Processing Fee	\$50.00	Each	No less than 60 days		SF Resolution 8233
1b	Change Fee	\$30.00	Each			SF Resolution 8233
1c	Additional Expedition Cost Fee – 60 Days or Less Before Event Date	\$120.00	Each			SF Resolution 8233
1d	Additional Expedition Cost Fee – 30 Days or Less Before Event Date	\$140.00	Each			SF Resolution 8233
1e	Additional Expedition Cost Fee – 10 Working Days or Less Before Event Date	\$180.00	Each			SF Resolution 8233

Full Staff Cost	Subsidy %	Suggested Fee	Suggested Unit		Fee Δ
\$441.26	88%	\$55.00	Each		\$5.00
\$73.54	55%	\$33.00	Each		\$3.00
\$441.26	70%	\$132.00	Each		\$12.00
\$441.26	65%	\$154.00	Each		\$14.00
\$441.26	55%	\$198.00	Each		\$18.00

PUBLIC WORKS DEPARTMENT

#	Title	Current Fee/Charge	Unit	Notes	Authority
A. ENCROACHMENT PERMIT (Dumpster or Other)					
1	Dumpster For Residential Area	\$114.95	Lump Sum	Permit Good For A Maximum Of 14 Days	SF Resolution 8233
2	Dumpster For Commercial Area	\$123.15	Lump Sum	Permit Good For A Maximum Of 14 Days	SF Resolution 8233
3	Right-of-Way Encroachments				SF Resolution 8233
3a	Sidewalk – 30 Days	\$122.00	Per Each Block Side		SF Resolution 8233
3b	Street Closure Without Traffic Signals (STAFF SET UP)	\$645.15	Per Block/Per Day		SF Resolution 8233
3c	Street Closure With Traffic Signals (STAFF SET UP)	\$991.20	Per Block/Per Day		SF Resolution 8233
3d	Parking Stall, No Meter	\$40.00 (if applicable) + Staff Cost	Per Stall	Includes Parking Lot Maintenance Fee; Staff Cost (time involved determined on case-by-case basis)	SF Resolution 8233
3e	Parking Stall, Metered	Loss of Meter Revenue + 5.00 (if applicable) + Staff Cost	Per Stall	Includes Loss of Meter Revenue + Parking Lot Maintenance Fee; Staff Cost (time involved determined on case-by-case basis)	SF Resolution 8233
3f	Parking Stall, Construction	\$279.15	Each	Plus Cost of Traffic Delineators and Temporary No Parking Signs	SF Resolution 8233
4	A-Frame Annual Permit	\$351.90	Each		SF Resolution 8233
5	A-Frame Permit Fee	\$122.00	Each		SF Resolution 8233
6	Food Truck	New			
7	Outdoor Dining Permit	New			
8	Expedite Fee; Engineering	\$319.05	Each		SF Resolution 8233
9	Street/Alley Closures (By Licensed Contractor)	New			
B. HOUSE MOVING/ WIDE LOAD PERMIT					
1	House Moving / Wide Load Permit	\$191.20	Each	Additional Costs for Police, Road Closure or Utilities Relocation may also be required	SF Resolution 8233
C. CERTIFICATE OF SEWER CONNECTION/SEWER DYE TEST					
1	Certificate Of Sewer Connection/Sewer Dye Test	\$457.45	Each	Minimum fee for Staff Review and Testing to Verify Connections and Leaks.	SF Resolution 8233
D. DRAIN SWIMMING POOL					
1	Drain Swimming Pool	\$347.20	Lump Sum	Minimum Fee for Staff Review and Testing	SF Resolution 8233
E. CONSTRUCTION INSPECTION					
1	Processing and Review Fee for Construction Permit (Sidewalk, Driveway Approach, Curb and Gutter, Curb Drain, Other ROW Improvements)				SF Resolution 8233
1a	Review and processing Fee for Construction Permit	\$422.30	Each		
1b	Inspection Time: 1 Hour Minimum	\$211.15	Hour	When More Than One Hour Inspection Time is Needed	
2	Construction Meter				
2a	Fee	\$225.00	Each		SF Resolution 8233
2b	Deposit	\$1,500.00			SF Resolution 8233
2c	Water Usage Deposit	\$1,000.00			SF Resolution 8233
3	Expedite Fee; Engineering	\$319.05	Each		SF Resolution 8233
F. UTILITY WORK PERMIT					
1	Review and Processing For Utility Work	\$422.30	Each	Minimum Inspection Fee; Includes One Hour Inspection Time	SF Resolution 8233
2	Inspection For Utility Work	\$211.15	Hour	Includes One Hour Inspection	SF Resolution 8233
3	Expedite Fee; Engineering	\$319.05	Each		SF Resolution 8233
G. SEWER HOUSE CONNECTION/REPAIR					
1	Processing/Review for Sewer Connection/Repair	\$266.25	Lump Sum		SF Resolution 8233
2	Inspection	\$768.30	Flat		SF Resolution 8233
3	Expedite Fee; Engineering	\$319.05	Each		SF Resolution 8233
H. FINAL PARCEL MAP					

Full Cost	Subsidy %	Suggested Fee	Fee Δ
\$180.52	0%	\$180.00	\$65
\$180.52	0%	\$180.00	\$57
\$180.52	0%	\$180.00	\$58
\$899.72	1%	\$895.00	\$250
\$1,327.87	0%	\$1,325.00	\$334
NA	NA	\$40.00 (if applicable) + Staff Cost	\$0
NA	NA	Loss of Meter Revenue + 5.00 (if applicable) + Staff Cost	\$0
\$396.22	0%	\$395.00	\$116
\$411.26	0%	\$410.00	\$58
\$180.52	0%	\$180.00	\$58
\$346.10	0%	\$345.00	NA
\$922.94	0%	\$920.00	NA
\$461.47	0%	\$460.00	\$141
NA	NA	Contractor Cost	NA
\$477.07	0%	\$475.00	\$284
\$617.67	0%	\$615.00	\$158
\$452.25	0%	\$450.00	\$103
\$539.30	1%	\$535.00	\$113
\$411.26	0%	\$410.00	\$199
\$115.37	0%	\$115.00	-\$110
NA	NA	\$1,500.00	\$0
NA	NA	\$1,000.00	\$0
\$461.47	0%	\$460.00	\$141
\$526.62	0%	\$525.00	\$103
\$411.26	0%	\$410.00	\$199
\$461.47	0%	\$460.00	\$141
\$314.34	0%	\$315.00	\$49
\$1,178.17	0%	\$1,175.00	\$407
\$461.47	0%	\$460.00	\$141

Page 275 of 745

PUBLIC WORKS DEPARTMENT

#	Title	Current Fee/Charge	Unit	Notes	Authority
1gg	K-Rail (Month)	\$57.50	Each		SF Resolution 8233
1hh	Directional Signs (Right; Left; No Turn) (Day)	\$1.60	Each		SF Resolution 8233
1ii	Advanced Warning Signs (Day)	\$4.60	Each		SF Resolution 8233
2	Materials				
2a	Cement	Actual Cost	Cubic Yard		SF Resolution 8233
2b	Slurry	Market Value	Cubic Yard		SF Resolution 8233
2c	Road Base	Market Value	Ton		SF Resolution 8233
2d	Fill Sand	Market Value	Ton		SF Resolution 8233
2e	Temp A/C 800 Cold Mix	Market Value	Ton		SF Resolution 8233
2f	Permanent A/C	Market Value	Ton		SF Resolution 8233
N. PUBLIC WORKS TREE SERVICES ON PUBLIC PARKWAY					
1	Tree Planting – 24" Box	\$234.60	Each	With Root Barrier	SF Resolution 8233
2	Tree Planting – 36" Box	\$234.60	Each	With Root Barrier	SF Resolution 8233
3	Tree And Stump Removal – Measured at 60" Height	Contract Rate	Per Diameter Inch		SF Resolution 8233
4	Stump Removal	Contract Rate	Per Diameter Inch		SF Resolution 8233
5	Tree Trim – Grid Or Light Trim Not To Exceed 20% OfTree	Contract Rate	Per Tree		SF Resolution 8233
6	Palm Tree Trimming	Contract Rate	Per Tree		SF Resolution 8233
7	Ficus Tree Trimming	Contract Rate	Per Tree		SF Resolution 8233
Q. RESIDENTIAL SIDEWALK PARTNER PROGRAM					
1	Sidewalk or Approach	\$31.65	Square Foot	Only Offered As Funds Remain Available	SF Resolution 8233
P. CITY BANNER AND BUS SHELTER PROGRAM					
1	Cross Street Banner				
1a	Install And Removal Of Banner	\$1,085.00	Each	City Reserves The Right To Review And Approve Content Of Banner	SF Resolution 8233
1b	Weekly Ad Rate For Display Of Banner	\$102.35	Each		SF Resolution 8233
2	Vertical Street Pole Banner Permit	\$102.35			SF Resolution 8233
2a	Install And Removal Single Banner	\$382.40	Each	City Reserves The Right To Review And Approve Content Of Banner	SF Resolution 8233
2b	Install And Removal Double Banner On Single Pole	\$382.40	Each	City Reserves The Right To Review And Approve Content Of Banner	SF Resolution 8233
2c	Weekly Ad Rate For Display Of Single Banner	\$102.35	Each		SF Resolution 8233
2d	Weekly Ad Rate For Display Of Double Banner On Single Pole	\$102.35	Each		SF Resolution 8233
2e	Install Of Banner Hanging Hardware	\$161.85	Each		SF Resolution 8233
3	Banner Ads On City Trolley				
3a	Install And Removal Of Single Banner On Exterior	\$104.40	Each	Applicant To Provide Banner Ads; City Reserves The Right To Review And Approve Content Of Banner	SF Resolution 8233
3b	Weekly Ad Rate For Display Of Banner	\$104.40	Each		SF Resolution 8233
3c	Weekly Ad Rate For Display Of Ads On Trolley Interior, Or Running Of Ad On Trolley Closed Circuit TV Display	\$104.40	Each		SF Resolution 8233
4	Bus Shelters				SF Resolution 8233
4a	Poster Size Banner Installation And Take Down	\$173.60	Each	City Reserves The Right To Review And Approve Content Of Banner	SF Resolution 8233
4b	Banner Display – Monthly Ad Rate	\$102.35	Each		SF Resolution 8233
Q. NPDES COMMERCIAL / INDUSTRIAL SITE INSPECTION PROGRAM					
1	Initial Inspection				
1a	Industrial	Contractor Cost	Each	Plus 27%	SF Resolution 8233
1b	Auto-Related	Contractor Cost	Each	Plus 27%	SF Resolution 8233
1c	Retail Gas Outlet	Contractor Cost	Each	Plus 27%	SF Resolution 8233
1d	Restaurants	Contractor Cost	Each	Plus 27%	SF Resolution 8233
2	Second Follow-Up Inspection				
2a	Industrial	Contractor Cost	Each	Plus 27%	SF Resolution 8233
2b	Auto-Related	Contractor Cost	Each	Plus 27%	SF Resolution 8233
2c	Retail Gas Outlet	Contractor Cost	Each	Plus 27%	SF Resolution 8233

Full Cost	Subsidy %	Suggested Fee	Fee Δ
NA	NA	Per Caltrans Rate	NA
NA	NA	Per Caltrans Rate	NA
NA	NA	Per Caltrans Rate	NA
NA	NA	Actual Cost	\$0
NA	NA	Market Value	\$0
NA	NA	Market Value	\$0
NA	NA	Market Value	\$0
NA	NA	Market Value	\$0
NA	NA	Market Value	\$0
NA	NA	Actual Cost	NA
NA	NA	Actual Cost	NA
NA	NA	Contract Rate	\$0
NA	NA	Contract Rate	\$0
NA	NA	Contract Rate	\$0
NA	NA	Contract Rate	\$0
NA	NA	Contract Rate	\$0
\$35.06	0%	\$35.00	\$3
\$1,474.90	0%	\$1,470.00	\$385
\$164.91	3%	\$160.00	\$58
\$164.91	3%	\$160.00	\$58
\$518.41	1%	\$515.00	\$133
\$263.34	1%	\$260.00	-\$122
\$164.91	3%	\$160.00	\$58
\$319.19	1%	\$315.00	\$213
\$226.13	0%	\$225.00	\$63
\$164.91	3%	\$160.00	\$56
\$164.91	3%	\$160.00	\$56
\$164.91	3%	\$160.00	\$56
\$239.55	2%	\$235.00	\$61
\$164.91	3%	\$160.00	\$58
NA	NA	Contractor Cost	\$0
NA	NA	Contractor Cost	\$0
NA	NA	Contractor Cost	\$0
NA	NA	Contractor Cost	\$0
NA	NA	Contractor Cost	\$0
NA	NA	Contractor Cost	\$0
NA	NA	Contractor Cost	\$0
NA	NA	Contractor Cost	\$0

PUBLIC WORKS DEPARTMENT

#	Title	Current Fee/Charge	Unit	Notes	Authority
2d	Restaurants	Contractor Cost	Each	Plus 27%	SF Resolution 8233
3	Illicit Storm Drain Connection	New		Minimum fee for Staff Review and Testing to Verify Connections and Leaks.	SF Resolution 8233
R. COMMERCIAL SELF-HAUL PERMIT / INSPECTION FEES					
1	Annual Permit Fee	\$169.05	Each		SF Resolution 8233
2	Inspection Fee	\$63.25	Each		SF Resolution 8233
S. UTILITIES					
1	Outdoor Services Annual Permit	New			
2	After Hours Water Turn On Fee	New			
3	Service Shut off Fee by 3pm (on orders)	New			
4	Service Shut off fee between 3:01 pm to 430pm	New			
5	Temporary Construction Meter Fee	New			
6	Fire Flow Test	New			
7	Inspection Fee/Plan Check Fee	New			
8	Jumper Fee	New			
9	Late Fee Notice	New			
10	Meter Test Deposit Fee	New			
11	Returned Check Fee	\$25.00			
12	Temporary Service/ Temporary Relocation Service	New			
13	Violation Notice First Notice	New			
14	Violations Notice Second	New			
15	Violation Notice Third and Thereafter	New			
T. GRAFFITI REMOVAL PARTNER PROGRAM					
1	Graffiti Removal From Private Property Up To Height Of 12'	Actual Cost Per Site	Maximum Height Of 12'	Additional Costs May Include Equipment And Materials; Work Is Contingent On Approval And Signature Of Consent To Enter/Liability Release Form Or Upon Declaration Of Public Nuisance From City Official	SF Resolution 8233
2	Graffiti Removal From Private Property At Height Exceeding 12'	Actual Cost Per Site	Removal Over 12'	Additional Costs May Include Equipment And Materials; Work Is Contingent On Approval And Signature Of Consent To Enter/Liability Release Form Or Upon Declaration Of Public Nuisance From City Official	SF Resolution 8233
3	Sidewalk Pressure Washing	Actual Cost Per Site	Hourly Rate	Additional Costs May Include Equipment And Materials; Work Is Contingent On Approval And Signature Of Consent To Enter/Liability Release Form Or Upon Declaration Of Public Nuisance From City Official	SF Resolution 8233

Full Cost	Subsidy %	Suggested Fee	Fee Δ
NA	NA	Contractor Cost	\$0
\$617.67	89%	\$68.00	NA
\$213.28	2%	\$210.00	\$41
\$78.05	4%	\$75.00	\$12
\$576.84	0%	\$575.00	NA
\$437.41	1%	\$435.00	NA
\$437.41	89%	\$50.00	NA
\$437.41	66%	\$150.00	NA
\$182.94	2%	\$180.00	NA
\$766.55	0%	\$765.00	NA
\$922.94	0%	\$920.00	NA
\$164.57	3%	\$160.00	NA
\$164.57	3%	\$160.00	NA
NA	NA	\$165.00	NA
NA	NA	\$25.00	\$0
\$2,153.08	0%	\$2,150.00	NA
NA	NA	\$10.00	NA
NA	NA	\$20.00	NA
NA	NA	\$30.00	NA
NA	NA	Actual Cost Per Site	\$0
NA	NA	Actual Cost Per Site	\$0
NA	NA	Actual Cost Per Site	\$0

POLICE DEPARTMENT

#	Title	Current Fee/Charge	Unit	Notes	Authority
	A. CONTRACT DUTY				
1	Contract Duty for Special Police Services				
1a	Officer	\$90.00	Hour		SF Resolution 8233
1b	Supervisor	\$115.00	Hour		SF Resolution 8233
1c	Commander	\$145.00	Hour		SF Resolution 8233
	B. MISCELLANEOUS FEES				
1	Vehicle Release	\$90.00	Each	Collected at Tow Yard	SF Resolution 8233
2	Fingerprints				
2a	Livescan	\$30.00	Each		SF Resolution 8233
2b	Ink Roll	\$30.00	Each		SF Resolution 8233
2c	Additional Ink Roll Card	\$10.00	Each		SF Resolution 8233
2d	Purchase Of Blank Ink Roll Card	\$10.00	Each		SF Resolution 8233
3	Court Commitment				
3a	Application Fee	\$115.00	Each	Non-Refundable	SF Resolution 8233
3b	Application Fee Update	\$60.00	Each	Non-Refundable	SF Resolution 8233
3c	Daily Rate	\$115.00	Daily	Non-Refundable	SF Resolution 8233
4	Law Enforcement Clearance Letters	\$45.00	Each	Includes: Local Records Checks, Preparing Clearance Letter, Reproduction, File	SF Resolution 8233
5	Application for Request for Police Reports, Audio Recordings, Photographs on CD, and Duplicate Copies	\$25.00	Each	Non-Refundable	SF Resolution 8233
6	Police Certification Requests	\$20.00	Each		SF Resolution 8233
7	Abstracts	\$30.00	Each		
9	Vehicle Inspection	\$25.00	Each		SF Resolution 8233
10	Administrative Processing Fee				
10a	Vehicle Administrative Processing Fee	\$40.00	Each		SF Resolution 8233
10b	Administrative Processing Fee	\$10.00	Each		SF Resolution 8233
10c	Parking Appeal Administrative Processing Fee	\$30.00	Each		SF Resolution 8233
11	Driving Under the Influence Cost Recovery Program	Varies	Per Incident	Up to \$12,000 Includes On-Scene and Off-Scene Costs	GC\$53156
12	Records Request	\$45.00	Hour	Non-PRA Requests Only	SF Resolution 8233
13	City Property Damage	Actual Cost	Each		SF Resolution 8233
14	Failure to Pay Parking Penalty	Double the Fine	Each	Plus Any Additional Cost Incurred	SF Resolution 8233
15	Witness Fee	\$315.00	Daily		GC 68097.2
16	Background Check	\$25.00	Each		SF Resolution 8233
17	Deuces De Tecum	\$15.00	Each		Government Code
18	NEW CCW			All non- refundable	
18a	Application Fee	\$25.00	Each		
18b	Live Scan Fee	\$93.00	Each		
18c	SFPD Fingerprint Service Fee	\$25.00	Each		
18d	CCW Processing Fee	\$387.00	Each		
19	RENEWAL CCW			All non-refundable	
19a	Live Scan Fee	\$52.00	Each		
19b	SFPD Fingerprint Service Fee	\$25.00	Each		
19c	CCW Renewal Processing Fee	\$373.00	Each		
19d	CCW Amendments	\$10.00	Each		Government Code

Full Cost	Subsidy %	Suggested Fee	Fee Δ
\$180.38	36%	\$115.00	\$25
\$224.27	35%	\$145.00	\$30
\$327.34	43%	\$185.00	\$40
\$80.00	0%	\$80.00	-\$10
\$32.41	1%	\$32.00	\$2
\$32.41	1%	\$32.00	\$2
\$14.98	7%	\$14.00	\$4
\$8.00	0%	\$8.00	-\$2
\$521.92	71%	\$150.00	\$35
\$130.48	43%	\$75.00	\$15
NA	NA	\$150.00	\$35
\$96.00	38%	\$60.00	\$15
\$96.00	64%	\$35.00	\$10
\$72.73	66%	\$25.00	\$5
\$72.73	45%	\$40.00	\$10
\$72.73	52%	\$35.00	\$10
\$86.37	42%	\$50.00	\$10
\$10.00	0%	\$10.00	\$0
\$56.07	29%	\$40.00	\$10
NA	NA	Varies	\$0
\$96.00	38%	\$60.00	\$15
NA	NA	Actual Cost	\$0
NA	NA	Double the Fine	\$0
NA	NA	\$275.00	-\$40
\$145.46	76%	\$35.00	\$10
NA	NA	\$15.00	\$0
\$25.00	0%	\$25.00	\$0.00
\$93.00	0%	\$93.00	\$0.00
\$32.41	23%	\$25.00	\$0.00
\$1,751.14	78%	\$387.00	\$0.00
\$52.00	0%	\$52.00	\$0.00
\$32.41	23%	\$25.00	\$0.00
\$1,368.74	73%	\$373.00	\$0.00
\$140.87	93%	\$10.00	\$0.00

FILMLA FEE SCHEDULE

#	Title	Current Fee/Charge	Unit	Authority
	FILM LA PRIMARY FEE SCHEDULE			
1	FilmLA Film Application Fee	\$895.00	Permit	SF Resolution 8233
2	FilmLA Permit Rider Fee	\$143.00	Permit	SF Resolution 8233
3	FilmLA Modified Permit Application Fee	\$71.00	Permit	SF Resolution 8233
4	FilmLA Modified Permit Rider Fee	\$36.00	Hour	SF Resolution 8233
5	FilmLA Monitor Fees	\$43.00	Hour	SF Resolution 8233
6	FilmLA Monitor Fees Overtime	\$64.00	Hour	SF Resolution 8233
7	FilmLA Monitor Fees - Double Time	\$84.00	Hour	SF Resolution 8233
8	FilmLA Still Application Fee	\$100.00	Permit	SF Resolution 8233
9	FilmLA Still Rider Fee	\$30.00	Permit	SF Resolution 8233
10	FilmLA Notification Fee	\$223.00	Base Radius	SF Resolution 8233

Full Cost	Subsidy %	Suggested Fee	Fee Δ
NA	NA	\$931.00	\$36
NA	NA	\$148.75	\$6
NA	NA	\$71.00	\$0
NA	NA	\$36.00	\$0
NA	NA	\$44.50	\$2
NA	NA	\$66.50	\$3
NA	NA	\$87.00	\$3
NA	NA	\$104.00	\$4
NA	NA	\$31.00	\$1
NA	NA	\$232.00	\$9

GENERAL BAIL SCHEDULE

#	Title	Bail - First Offense	Bail - Second Offense	Bail - Third Offense	Additional	Authority
GENERAL BAIL SCHEDULE – CHAPTER 14: ANIMALS						
1	Article I. In General					
1a	Keeping Prohibited Animals Within 50 Feet Of Any Residence Or Within 100 Feet Of Any School, Hospital Or Similar Institution	\$50.00	\$200.00	\$500.00	10% (AIMS Maintenance Surcharge)	SFCC§14-3
1b	Keeping More Than 50 Chickens Or Rabbits, Or Poultry Of Any Kind	\$50.00	\$200.00	\$500.00	10% (AIMS Maintenance Surcharge)	SFCC§14-4
2	Article IV. Birds					
2a	Keeping More Than 200 Live Birds	\$50.00	\$200.00	\$500.00	10% (AIMS Maintenance Surcharge)	SFCC§14-107
2b	Keeping More Than 25 Live Birds On Any Residential Lot In An Outside Or Open Cage, Flight Cage, Or Open Aviary	\$50.00	\$200.00	\$500.00	10% (AIMS Maintenance Surcharge)	SFCC§14-108
2c	Having Any Cage Or Open Aviary For Live Birds Within 35 Feet Of Any Building Used As A Dwelling, Residence Or Hospital	\$50.00	\$200.00	\$500.00	10% (AIMS Maintenance Surcharge)	SFCC§14-109
2d	Maintaining More Than 200 Birds; Or Maintaining Less Than 200 Birds Without Meeting Containment Requirements	\$50.00	\$200.00	\$500.00	10% (AIMS Maintenance Surcharge)	SFCC§14-110
2e	Failure To Maintain A Solid Fence In Conformity With Requirements For Keeping Birds	\$50.00	\$200.00	\$500.00	10% (AIMS Maintenance Surcharge)	SFCC§14-111
2f	Failure To Keep Bird Cage Or Aviary In A Clean And Sanitary Condition	\$50.00	\$200.00	\$500.00	10% (AIMS Maintenance Surcharge)	SFCC§14-112
GENERAL BAIL SCHEDULE – CHAPTER 18: BUILDINGS AND BUILDING REGULATIONS						
1	Article I. In General					
1a	Failure To Comply With The Uniform Administrative Code	\$250.00	\$500.00	\$1,000.00	10% (AIMS Maintenance Surcharge)	SFCC§18-1
2	Article II. Building Code					
2a	Violation Of Or Failure To Comply With The Building Code	\$250.00	\$500.00	\$1,000.00	10% (AIMS Maintenance Surcharge)	SFCC§18-31
3	Article III. Electrical Code					
3a	Violation Of Or Failure To Comply With The Electrical Code	\$250.00	\$500.00	\$1,000.00	10% (AIMS Maintenance Surcharge)	SFCC§18-61
4	Article IV. Mechanical Code					
4a	Violation Of Or Failure To Comply With The Mechanical Code	\$250.00	\$500.00	\$1,000.00	10% (AIMS Maintenance Surcharge)	SFCC§18-91
5	Article V. Plumbing Code					
5a	Violation Of Or Failure To Comply With The Plumbing Code	\$250.00	\$500.00	\$1,000.00	10% (AIMS Maintenance Surcharge)	SFCC§18-121
6	Article VI. Housing Code					
6a	Violation Of Or Failure To Comply With The Housing Code	\$250.00	\$500.00	\$1,000.00	10% (AIMS Maintenance Surcharge)	SFCC§18-151
7	Article VII. Dangerous Buildings					
7a	Violation Of Or Failure To Comply With The Uniform Code For The Abatement Of Dangerous Buildings	\$250.00	\$500.00	\$1,000.00	10% (AIMS Maintenance Surcharge)	SFCC§18-181
GENERAL BAIL SCHEDULE – CHAPTER 34: ENVIRONMENT						
1	Article II. Noise					
1a	Disturbing The Peace: Noise Violation	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§34-28
1b	Creating Or Allowing The Creation Of Any Noise To Exceed The Permitted Ambient Noise Level More Than Ten Minutes Per Hour	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§34-29
1c	Disturbing The Peace: Noise On Any Residential Property Exceeding Noise Limits	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§34-30
1d	Disturbing The Peace: Amplifying Equipment	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§34-66
GENERAL BAIL SCHEDULE – CHAPTER 38: FIRE PREVENTION AND PROTECTION						
1	Article III. Fireworks					
1a	Possession, use, storage, sale and/or display of dangerous fireworks	\$1,000.00	\$2,000.00	\$3,000.00	10% (AIMS Maintenance Surcharge)	SFCC§38-106
1b	Failure to obtain a permit for the public display of fireworks	\$500.00	\$1,000.00	\$1,500.00	10% (AIMS Maintenance Surcharge)	SFCC§38-106
1c	Violation of a condition imposed pursuant to fire chief by any person who does obtain a permit for the public display of fireworks	\$1,500.00	\$3,000.00	\$5,000.00	10% (AIMS Maintenance Surcharge)	SFCC§38-106
1d	Use of "safe and sane fireworks" other than those uses permitted (i.e., permitted public displays)	\$250.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§38-106
GENERAL BAIL SCHEDULE – CHAPTER 42: HEALTH AND SANITATION						
1	Article III. Health Code					
1a	Violation Of The Health And Safety Code	\$50.00	\$200.00	\$500.00	10% (AIMS Maintenance Surcharge)	SFCC§42-81

Bail - First Offense	Bail - Second Offense	Bail - Third Offense	Fee Δ
\$50.00	\$200.00	\$500.00	\$0
\$50.00	\$200.00	\$500.00	\$0
\$50.00	\$200.00	\$500.00	\$0
\$50.00	\$200.00	\$500.00	\$0
\$50.00	\$200.00	\$500.00	\$0
\$50.00	\$200.00	\$500.00	\$0
\$50.00	\$200.00	\$500.00	\$0
\$50.00	\$200.00	\$500.00	\$0
\$50.00	\$200.00	\$500.00	\$0
\$50.00	\$200.00	\$500.00	\$0
\$250.00	\$500.00	\$1,000.00	\$0
\$250.00	\$500.00	\$1,000.00	\$0
\$250.00	\$500.00	\$1,000.00	\$0
\$250.00	\$500.00	\$1,000.00	\$0
\$250.00	\$500.00	\$1,000.00	\$0
\$250.00	\$500.00	\$1,000.00	\$0
\$250.00	\$500.00	\$1,000.00	\$0
\$250.00	\$500.00	\$1,000.00	\$0
\$200.00	\$500.00	\$750.00	\$0
\$200.00	\$500.00	\$750.00	\$0
\$200.00	\$500.00	\$750.00	\$0
\$200.00	\$500.00	\$750.00	\$0
\$200.00	\$500.00	\$750.00	\$0
\$1,000.00	\$2,000.00	\$3,000.00	\$0
\$500.00	\$1,000.00	\$1,500.00	\$0
\$1,500.00	\$3,000.00	\$5,000.00	\$0
\$250.00	\$500.00	\$750.00	\$0
\$50.00	\$200.00	\$500.00	\$0

GENERAL BAIL SCHEDULE

#	Title	Bail - First Offense	Bail - Second Offense	Bail - Third Offense	Additional	Authority
	GENERAL BAIL SCHEDULE – CHAPTER 46: MANUFACTURED HOMES AND TRAILERS	Bail - First Offense	Bail - Second Offense	Bail - Third Offense	Additional	Authority
1	Article II. Trailers and Trailer Camps					
1a	Keeping A Trailer On Property Which Is Not A Duly Licensed Auto And Trailer Camp	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC\$46-26
1b	Using A Trailer Coach For Living Or Sleeping Quarters Except In A Duly Licensed Auto And Trailer Camp	\$1,000.00	\$1,000.00	\$1,000.00	10% (AIMS Maintenance Surcharge)	SFCC\$46-27
	GENERAL BAIL SCHEDULE – CHAPTER 50: OFFENSES AND MISCELLANEOUS PROVISIONS	Bail - First Offense	Bail - Second Offense	Bail - Third Offense	Additional	Authority
1	Article III. Offenses Against Property					
1a	Selling Aerosol Spray Paint To A Person Under The Age Of 18 Years	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC\$50-133(B)(1)
1b	Failure To Keep Aerosol Spray Paint In A Place That Is Locked And Secure	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC\$50-133(B)(3)
1c	Possession Of Aerosol Container Of Spray Paint In A Public Park, Playground, Swimming Pool, Or Recreation Facility, Public Building Or Other Public Place, Other Than A Highway, Street Or Alley	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC\$50-133(C)
1d	Possessing Any Aerosol Spray Paint While On Any Public Highway, Street, Alley Or Way By A Person Under The Age Of 18 Unless Such Person Is Accompanied By A Parent Or Legal Guardian	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC\$50-133(D)
1e	Defacing Property	\$1,000.00	\$1,000.00	\$1,000.00	10% (AIMS Maintenance Surcharge)	SFCC\$50-133(E)
1f	Violating Regulations Pertaining To Graffiti And Or Spray Paint Control	\$1,000.00	\$1,000.00	\$1,000.00	10% (AIMS Maintenance Surcharge)	SFCC\$50-133(G)
1g	Urinating Or Defecating In Public	\$1,000.00	\$1,000.00	\$1,000.00	10% (AIMS Maintenance Surcharge)	SFCC\$50-134
	GENERAL BAIL SCHEDULE – CHAPTER 54: PARKS AND RECREATION	Bail - First Offense	Bail - Second Offense	Bail - Third Offense	Additional	Authority
1	Article I. In General					
1a	Posting, Placing Or Erecting Any Bills, Notices, Papers Or Advertising Devices In A Park Or Recreation Center	\$50.00	\$200.00	\$500.00	10% (AIMS Maintenance Surcharge)	SFCC\$54-3
	GENERAL BAIL SCHEDULE – CHAPTER 58: PEDDLERS AND SOLICITORS	Bail - First Offense	Bail - Second Offense	Bail - Third Offense	Additional	Authority
1	Article II. Peddlers					
1a	Peddling Without First Obtaining A Permit And/Or Other Required Licenses	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC\$58-56
1b	Transfer Of Peddling Permit	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC\$58-59
1c	Failure To Exhibit A Peddler's Permit And License Upon Request	\$50.00	\$200.00	\$500.00	10% (AIMS Maintenance Surcharge)	SFCC\$58-60
2	Article III. Sidewalk Vendors					
2a	Vending Without a Sidewalk Vending Permit	\$200.00	\$450.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC \$58-92 & SFCC Reso No. 7942
2b	Violating Regulations for Sidewalk Vending Operating Requirements	\$100.00	\$200.00	\$500.00	10% (AIMS Maintenance Surcharge)	SFCC \$58-93 & SFCC Reso No. 7942
2c	Vending in a Location Within Fifteen Feet of Any Intersection; Within Ten Feet of Any Fire Hydrant or Driveway; Within Any Parkway or Landscaped Areas Lacking Paved Pathways; Within Any Other Unauthorized Location; Within Five Hundred Feet of a Farmers' Market or Swap Meet; Within Five Hundred Feet of a School During School Hours and Within one hour before or after school drop off and pick up; In Any City Parking Lot; On Private Property Without Authorization	\$100.00	\$200.00	\$500.00	10% (AIMS Maintenance Surcharge)	SFCC \$58-93 & SFCC Reso No. 7942
2d	Vending Outside of Permitted Hours of 7:00 a.m. and 11:00 p.m. Daily (Nonresidential Areas); Vending Outside of Permitted Hours Between 7:00 a.m. and 7:00 p.m. on Weekdays and Between 9:00 a.m. and 6:00 p.m. on Weekends and Holidays (Residential Areas)	\$100.00	\$200.00	\$500.00	10% (AIMS Maintenance Surcharge)	SFCC \$58-93 & SFCC Reso No. 7942
3	Article IV. Ice Cream Vendors					

Bail - First Offense	Bail - Second Offense	Bail - Third Offense	Fee Δ
Bail - First Offense	Bail - Second Offense	Bail - Third Offense	
\$200.00	\$500.00	\$750.00	\$0
\$1,000.00	\$1,000.00	\$1,000.00	\$0
Bail - First Offense	Bail - Second Offense	Bail - Third Offense	
\$200.00	\$500.00	\$750.00	\$0
\$200.00	\$500.00	\$750.00	\$0
\$200.00	\$500.00	\$750.00	\$0
\$1,000.00	\$1,000.00	\$1,000.00	\$0
\$1,000.00	\$1,000.00	\$1,000.00	\$0
\$1,000.00	\$1,000.00	\$1,000.00	\$0
Bail - First Offense	Bail - Second Offense	Bail - Third Offense	
\$50.00	\$200.00	\$500.00	\$0
Bail - First Offense	Bail - Second Offense	Bail - Third Offense	
\$200.00	\$500.00	\$750.00	\$0
\$200.00	\$500.00	\$750.00	\$0
\$50.00	\$200.00	\$500.00	\$0
\$200.00	\$450.00	\$750.00	\$0
\$100.00	\$200.00	\$500.00	\$0
\$100.00	\$200.00	\$500.00	\$0
\$100.00	\$200.00	\$500.00	\$0

GENERAL BAIL SCHEDULE

#	Title	Bail - First Offense	Bail - Second Offense	Bail - Third Offense	Additional	Authority
3a	Stopping Of A Vehicle For Purposes Of Selling Or Soliciting To Sell Within One Block In Any Direction Of A School, Or In Any Other Areas Deemed Unsafe By Local Law Enforcement Personnel	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC\$58-163
3b	Violation Of Ice Cream Vendor Regulations	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC\$58-164
3c	Selling Ice Cream From An Automotive Vehicle Without A Permit And License	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC\$58-191
3d	Transfer Of Ice Cream Vendor Permit	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC\$58-195
3e	Failure To Exhibit An Ice Cream Vendor Permit And License Upon Request	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC\$58-196
GENERAL BAIL SCHEDULE – CHAPTER 66: SECONDHAND GOODS		Bail - First Offense	Bail - Second Offense	Bail - Third Offense	Additional	Authority
1	Article II. Pawnbrokers, Junk and Secondhand Dealers					
1a	Failure To Maintain A Business Sign That Satisfies Requirements For Junk Dealers, Pawnbrokers, Pawnshops, Or Secondhand Dealers	\$50.00	\$200.00	\$500.00	10% (AIMS Maintenance Surcharge)	SFCC\$66-29
2	Article III. Garage, Patio and Similar Sales					
2a	Selling Property Other Than Personal Property At A Garage, Patio Or Similar Sale	\$75.00	\$200.00	\$500.00	10% (AIMS Maintenance Surcharge)	SFCC\$66-63
2b	Failure To Comply With City Council Restrictions On Operation Hours And Days Of Operation Of A Garage, Patio Or Similar Sale	\$75.00	\$200.00	\$500.00	10% (AIMS Maintenance Surcharge)	SFCC\$66-64
2c	Operating Or Maintaining A Garage, Patio Or Similar Sale With Property Displayed On Front Or Side Yard Or In A Public Right-Of-Way	\$75.00	\$200.00	\$500.00	10% (AIMS Maintenance Surcharge)	SFCC\$66-66
2d	Improperly Posting Advertisement Or Signs In Relation To A Garage, Patio Or Similar Sale	\$75.00	\$200.00	\$500.00	10% (AIMS Maintenance Surcharge)	SFCC\$66-67
2e	Operating Or Maintaining A Garage, Patio Or Similar Sale That Creates A Public Nuisance	\$75.00	\$200.00	\$500.00	10% (AIMS Maintenance Surcharge)	SFCC\$66-68
2f	Permitting The Illegal Parking Of Cars In Relation To A Garage, Patio Or Similar Sale	\$75.00	\$200.00	\$500.00	10% (AIMS Maintenance Surcharge)	SFCC\$66-70
2g	Operating Or Maintaining A Garage, Patio Or Similar Sale Without A Permit	\$50.00	\$100.00	\$200.00	10% (AIMS Maintenance Surcharge)	SFCC\$66-101
3	Article IV. Swap Meets					
3a	Failure To Obtain A Permit Before Establishing, Organizing Or Conducting A Swap Meet	\$75.00	\$200.00	\$500.00	10% (AIMS Maintenance Surcharge)	SFCC\$66-138
3b	Failure To Obtain A Permit And Business License Before Establishing, Organizing Or Conducting A Swap Meet	\$75.00	\$200.00	\$500.00	10% (AIMS Maintenance Surcharge)	SFCC\$66-139
3c	Failure To Comply With Operating Requirements For Swap Meets	\$75.00	\$200.00	\$500.00	10% (AIMS Maintenance Surcharge)	SFCC\$66-141
3d	Selling, Trading, Exchanging, Or Bartering Of Prohibited Items At A Swap Meet	\$75.00	\$200.00	\$500.00	10% (AIMS Maintenance Surcharge)	SFCC\$66-142
GENERAL BAIL SCHEDULE – CHAPTER 70: SOLID WASTE		Bail - First Offense	Bail - Second Offense	Bail - Third Offense	Additional	Authority
1	Article II. Collection Agreements; Collection Permits					
1a	Collecting Solid Waste And/Or Recyclables Without A Collection Agreement With The City Council	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC\$70-11
1b	Failure To Obtain Or Maintain Permits And Licenses	\$50.00	\$200.00	\$500.00	10% (AIMS Maintenance Surcharge)	SFCC\$70-16
1c	Transferring A Permit Or Collection Agreement	\$50.00	\$200.00	\$500.00	10% (AIMS Maintenance Surcharge)	SFCC\$70-17
2	Article VI. General Requirements					
2a	Failure To Immediately Clean Up, Contain, Collect And/Or Remove Solid Waste Or Recyclables On Any Public Property	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC\$70-72
2b	Transporting Any Loose Solid Waste By Motor Vehicle That Is Not Covered And/Or Secured In A Manner To Prevent Depositing Of Solid Waste On Public Or Private Property	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC\$70-73
2c	Transferring Solid Waste Or Recyclables From One Collection Vehicle To Another On Any Public Street Or Road	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC\$70-74
2d	Tampering With, Or Removing Solid Waste Or Recyclables From A Container, Or Depositing Solid Waste In Any Place Other Than In An Approved Container	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC\$70-75
2e	Burning, Burying, Dumping Or Otherwise Disposing Of Any Solid Waste Or Recyclables Within The City Council	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC\$70-79

Bail - First Offense	Bail - Second Offense	Bail - Third Offense	Fee Δ
\$200.00	\$500.00	\$750.00	\$0
\$200.00	\$500.00	\$750.00	\$0
\$200.00	\$500.00	\$750.00	\$0
\$200.00	\$500.00	\$750.00	\$0
\$200.00	\$500.00	\$750.00	\$0
Bail - First Offense	Bail - Second Offense	Bail - Third Offense	
\$50.00	\$200.00	\$500.00	\$0
\$75.00	\$200.00	\$500.00	\$0
\$75.00	\$200.00	\$500.00	\$0
\$75.00	\$200.00	\$500.00	\$0
\$75.00	\$200.00	\$500.00	\$0
\$75.00	\$200.00	\$500.00	\$0
\$75.00	\$200.00	\$500.00	\$0
\$50.00	\$100.00	\$200.00	\$0
\$75.00	\$200.00	\$500.00	\$0
\$75.00	\$200.00	\$500.00	\$0
\$75.00	\$200.00	\$500.00	\$0
\$75.00	\$200.00	\$500.00	\$0
Bail - First Offense	Bail - Second Offense	Bail - Third Offense	
\$200.00	\$500.00	\$750.00	\$0
\$50.00	\$200.00	\$500.00	\$0
\$50.00	\$200.00	\$500.00	\$0
\$200.00	\$500.00	\$750.00	\$0
\$200.00	\$500.00	\$750.00	\$0
\$200.00	\$500.00	\$750.00	\$0
\$200.00	\$500.00	\$750.00	\$0
\$200.00	\$500.00	\$750.00	\$0

Page 283 of 745

GENERAL BAIL SCHEDULE

#	Title	Bail - First Offense	Bail - Second Offense	Bail - Third Offense	Additional	Authority
GENERAL BAIL SCHEDULE – CHAPTER 90: TRAFFIC AND VEHICLES						
		Bail - First Offense	Bail - Second Offense	Bail - Third Offense	Additional	Authority
1	Article I. In General					
1a	Disobedience to police and fire officials directing traffic	\$110.00				SFCC§90-3
1b	Bicycle or skater clinging to moving vehicles	\$45.00				SFCC§90-7
1c	Operating Or An Advertising Vehicle Equipped With A Sound-Amplifying Or Loud-Speaking Device Upon Any Street Or Alley At Any Time Within The Central Traffic District	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§90-9
2	Article III. Operation of Vehicles					
2a	Vehicles emerging from driveway not stopping	\$45.00				SFCC§90-159
2b	Driving through funeral procession	\$45.00				SFCC§90-160
2c	Driving on new pavement or freshly painted sign marked by barrier	\$110.00				SFCC§90-162
2d	Driving in or from unauthorized entrances and exists on limited access roadways	\$45.00				SFCC§90-163
2e	Yield right of way at intersections	\$60.00				SFCC§90-165
2f	Stopping at railroad crossing where posted	\$60.00				SFCC§90-166
3	Article IV. Stopping, Standing and Parking					
3a	Stopping or parking in parkways	\$40.00				SFCC§90-197
3b	Parking A Vehicle Upon Any Street Or Alley For More Than A Consecutive Period Of 72 Hours	\$125.00	\$250.00	\$500.00	10% (AIMS Maintenance Surcharge)	SFCC§90-198(A)
3c	Parking for purpose of repair	\$60.00				SFCC§90-199
3d	Parking on left-hand side of roadway	\$50.00				SFCC§90-200
3e	Parking of vehicles outside angle parking lines	\$40.00				SFCC§90-201
3f	Parking adjacent to schools where posted	\$40.00				SFCC§90-202
3g	Parking prohibited in specified places when signs, etc., erected	\$50.00				SFCC§90-205
3h	Emergency no parking signs	\$40.00				SFCC§90-208
3i	Curb markings to indicate parking, etc., regulations. Red	\$60.00				SFCC§90-210(a)(1)
3j	Curb markings to indicate parking, etc., regulations. Yellow	\$45.00				SFCC§90-210(a)(2)
3k	Curb marking to indicate parking, etc., regulations. White	\$45.00				SFCC§90-210(a)(3)
3l	Curb marking to indicate parking, etc., regulations. Green	\$45.00				SFCC§90-210(a)(4)
3m	One hour parking limitation-in central traffic district: exceptions	\$60.00				SFCC§90-211(a)
3n	One hour parking limitations – in business district outside of central traffic district: exceptions	\$60.00				SFCC§90-211(b)
3o	Two hour parking limitation between certain hours	\$60.00				SFCC§90-212
3p	Muni Parking lot 3 hr limit	\$40.00				SFCC§90-213 &
3q	Parking, etc., prohibited in central traffic district between certain hours: exceptions	\$60.00				SFCC§90-215(a-c)
3r	Streets where parking prohibited at all times	\$60.00				SFCC§90-216
3s	Overnight commercial vehicle parking	\$90.00				SFCC§90-217
3t	Overnight parking prohibited Arroyo Avenue	\$90.00				SFCC§90-217(d)
3u	Street sweeping violation	\$55.00				SFCC§90-218
3v	Parking in space marking	\$45.00				SFCC§90-219(b)
3w	Unhitched trailer: 2 hrs for loading	\$110.00				SFCC§90-220(a)
3x	Parking in yellow loading zones	\$40.00				SFCC§90-250
3y	Parking in passenger loading zones	\$40.00				SFCC§90-251
3z	Limitations on stopping, etc., in alleys for purpose of loading and unloading	\$50.00				SFCC§90-252
3aa	Parking meter zone violation	\$45.00				SFCC§90-285(a)
3bb	Use of slugs in parking meters	\$110.00				SFCC§90-289
3cc	Parking on private property where posted	\$50.00				SFCC§90-321
3dd	Parking A Vehicle On Any Unpaved Area Within The Front Yard Setback Of A Residential Lot	\$125.00	\$250.00	\$500.00	10% (AIMS Maintenance Surcharge)	SFCC§90-357
3ee	Parking Or Leaving Standing A Commercial Vehicle Which Exceeds Three-Quarter-Ton Capacity On A Residentially Zoned Lot	\$125.00	\$250.00	\$500.00	10% (AIMS Maintenance Surcharge)	SFCC§90-391(B)
3ff	On street handicapped parking	\$345.00				SFCC§90-421
3gg	Off street handicapped parking	\$345.00				SFCC§90-422
3hh	Private lot handicapped parking	\$345.00				SFCC§90-423
3ii	Res. Permit parking one-hour limit	\$60.00				SFCC§90-458

Bail - First Offense	Bail - Second Offense	Bail - Third Offense	Fee Δ
Bail - First Offense	Bail - Second Offense	Bail - Third Offense	
\$110.00			\$0
\$45.00			\$0
\$200.00	\$500.00	\$750.00	\$0
\$45.00			\$0
\$45.00			\$0
\$110.00			\$0
\$45.00			\$0
\$60.00			\$0
\$60.00			\$0
\$63.00			\$23
\$125.00	\$250.00	\$500.00	\$0
\$60.00			\$0
\$58.00			\$8
\$58.00			\$18
\$58.00			\$18
\$58.00			\$8
\$58.00			\$18
\$93.00			\$33
\$58.00			\$13
\$58.00			\$13
\$58.00			\$13
\$63.00			\$3
\$63.00			\$3
\$63.00			\$23
\$60.00			\$0
\$93.00			\$33
\$90.00			\$0
\$90.00			\$0
\$73.00			\$18
\$45.00			\$0
\$110.00			\$0
\$58.00			\$18
\$58.00			\$18
\$58.00			\$8
\$63.00			\$18
\$110.00			\$0
\$68.00			\$18
\$125.00	\$250.00	\$500.00	\$0
\$125.00	\$250.00	\$500.00	\$0
\$363.00			\$18
\$363.00			\$18
\$363.00			\$18
\$68.00			\$8

Page 285 of 745

Page 286 of 745

GENERAL BAIL SCHEDULE

#	Title	Bail - First Offense	Bail - Second Offense	Bail - Third Offense	Additional	Authority
2y	Displaying A Real Estate Advertising Sign With Advertising Copy Not Pertaining To The Premises Upon Which The Sign Is Located	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-931(2)E
2z	Displaying A Real Estate Advertising Sign Beyond 15 Days After The Close Of Escrow Or Cancellation Of The Sales Or Lease Agreement	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-931(2)F
2aa	Displaying A Real Estate Advertising Sign In Violation Of Restrictions Applicable To Commercial And Industrial Zones	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-931(2)G
2bb	Displaying An Identification Sign In Violation Of Restrictions For Residential Zones	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-932(A)
2cc	Displaying More Than Two (2) Identification Signs For Nonresidential Purposes In A Residential Zone	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-932(B)(1)
2dd	Displaying Identification Signs For Nonresidential Purposes That Exceed The Total Sign Area Per Lot Limitations For Residential Zones	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-932(B)(2)
2ee	Displaying A Freestanding Identification Sign For Nonresidential Purposes In Excess Of Four Feet In Height In A Residential Zone	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-932(B)(3)
2ff	Displaying An Identification Sign Affixed To A Building, Extending More Than Three (3) Feet Above The Roofline Or Parapet Wall Of The Building In A Residential Zone	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-932(B)(4)
2gg	Displaying An Identification Sign In Violation Of Restrictions And Regulations For Such Signs In A Residential Zone	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-932(B)(5)
2hh	Displaying A Business Sign In Violation Of Restrictions On Total Sign Area For Businesses In A Commercial Or Industrial Zone	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-933(1)
2ii	Displaying A Freestanding Monument Business Sign In Excess Of Height And Or Surface Area Restrictions In A Commercial Or Industrial Zone	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-933(2)
2jj	Displaying A Canopy Business Sign In Violation Of Regulations In A Commercial Or Industrial Zone	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-933(3)
2kk	Displaying A Business Wall Sign In Violation Of Regulations In A Commercial Or Industrial Zone	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-933(4)
2ll	Displaying An Electronic Message Center Business Sign In Violation Of Regulations In A Commercial Or Industrial Zone	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-933(5)
2mm	Displaying A Business Sign In A Commercial Or Industrial Zone, Affixed To A Building And Which Projects Into An Existing Or Future Right-Of-Way In Violation Of Regulations	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-933(6)
2nn	Displaying A Revolving Business Sign In A Commercial Or Industrial Zone Without A Conditional Use Permit	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-933(7)A
2oo	Displaying A Super Graphic Business Sign In A Commercial Or Industrial Zone Without A Conditional Use Permit	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-933(7)B
2pp	Displaying A Business Sign In A Commercial Or Industrial Zone In Violation Of Applicable Sign Restrictions	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-933(8)
2qq	Displaying A Permanent Business Window Sign In A Commercial Or Industrial Zone In Violation Of Regulations	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-933(9)
2rr	Displaying A Streamer, Banner, Pennant, Or Similar Display In Violation Of Restrictions For Residential Zones	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-934(A)

Bail - First Offense	Bail - Second Offense	Bail - Third Offense	Fee Δ
\$200.00	\$500.00	\$750.00	\$0
\$200.00	\$500.00	\$750.00	\$0
\$200.00	\$500.00	\$750.00	\$0
\$200.00	\$500.00	\$750.00	\$0
\$200.00	\$500.00	\$750.00	\$0
\$200.00	\$500.00	\$750.00	\$0
\$200.00	\$500.00	\$750.00	\$0
\$200.00	\$500.00	\$750.00	\$0
\$200.00	\$500.00	\$750.00	\$0
\$200.00	\$500.00	\$750.00	\$0
\$200.00	\$500.00	\$750.00	\$0
\$200.00	\$500.00	\$750.00	\$0
\$200.00	\$500.00	\$750.00	\$0
\$200.00	\$500.00	\$750.00	\$0
\$200.00	\$500.00	\$750.00	\$0
\$200.00	\$500.00	\$750.00	\$0
\$200.00	\$500.00	\$750.00	\$0
\$200.00	\$500.00	\$750.00	\$0
\$200.00	\$500.00	\$750.00	\$0

GENERAL BAIL SCHEDULE

#	Title	Bail - First Offense	Bail - Second Offense	Bail - Third Offense	Additional	Authority
2ss	Displaying A Streamer, Banner, Pennant, Whirling Device, Flag Or Similar Object In Violation Of Regulations In A Commercial Or Industrial Zone	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-934(B)
2tt	Displaying An Automobile Service Station Sign In Excess Of Limitations On Total Sign Area	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-936(A)
2uu	Displaying A Sign Advertising The Sale Of An Automobile, Recreation Vehicle, Travel Trailer, Truck, Or Trailer In Excess Of Limitations On Total Sign Area, Or Displaying Such A Sign Without Prior Approval From The Planning Commission	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-936(B)
2vv	Displaying A Hospital Sign That Has Not Been Approved By The Planning Commission	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-936(C)
2ww	Displaying A Freestanding Sign Without A Permit	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-937(A)
2xx	Displaying A Sign Or Sign Support Structure Not In Compliance With Requirements Specified In The Applicable City Of Los Angeles Uniform Building Code Adopted By The City Council By Reference	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-938
2yy	Failure To Properly Display A Sign Containing The Street Address Of The Structure In Compliance With Applicable Requirements For Residential, Commercial And Manufacturing Zones	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-939
2zz	Displaying Any Advertising Or Promotion Of Alcoholic Beverages In Violation Of Applicable Regulations	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-940(C)(1)
2aaa	Displaying Any Advertising Or Promotion Of Tobacco Products In Violation Of Applicable Regulations	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-941(C)(1)
3	Article VI. General Regulations					
3a	Buildings or other structures, or portions thereof, that is partially constructed or destroyed or allowed to remain in a state of partial construction or destruction for an unreasonable period of time.	\$250.00	\$500.00	\$1,000.00	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(2)
3b	Real property, or any building or structure thereon, that is abandoned, uninhabited, or vacant for a period of more than six months.	\$250.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(3)
3c	Abandoned personal property that is visible from public or private property.	\$250.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(4)
3d	Interior portions of buildings or structures (including, but not limited to attics, ceilings, walls floors, basements, mezzanines, and common areas) that are maintained in a condition of dilapidation, deterioration or disrepair to such an extent as to result in, or tend to result in, a decrease in property values, or where such condition otherwise violates, or is contrary to, or other provisions of the city code, or state law.	\$250.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(5)
3e	Exterior portions of buildings or structures (including, but not limited to, roofs, balconies, decks, fences, stairs, stairways, walls, signs and fixtures), as well as sidewalks, driveways and parking areas, that are maintained in a condition of dilapidation	\$250.00	\$500.00	\$1,000.00	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(6)
3f	Clothes lines in front or side yard areas.	\$75.00	\$250.00	\$500.00	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(7)
3g	Obstructions of any kind, cause or form that interfere with light or ventilation for a building, or that interfere with, impede, delay or get in the way of building or structure ingress and egress.	\$250.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(8)
3h	Broken, defective, damaged, dilapidated, or missing windows, doors or vents in a building or structure, and/or broken, defective, damaged, dilapidated, or missing screens for windows, doors, or crawl spaces in a building or structure.	\$250.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(9)

Bail - First Offense	Bail - Second Offense	Bail - Third Offense	Fee Δ
\$200.00	\$500.00	\$750.00	\$0
\$200.00	\$500.00	\$750.00	\$0
\$200.00	\$500.00	\$750.00	\$0
\$200.00	\$500.00	\$750.00	\$0
\$200.00	\$500.00	\$750.00	\$0
\$200.00	\$500.00	\$750.00	\$0
\$200.00	\$500.00	\$750.00	\$0
\$200.00	\$500.00	\$750.00	\$0
\$200.00	\$500.00	\$750.00	\$0
\$250.00	\$500.00	\$1,000.00	\$0
\$250.00	\$500.00	\$750.00	\$0
\$250.00	\$500.00	\$750.00	\$0
\$250.00	\$500.00	\$750.00	\$0
\$250.00	\$500.00	\$1,000.00	\$0
\$75.00	\$250.00	\$500.00	\$0
\$250.00	\$500.00	\$750.00	\$0
\$250.00	\$500.00	\$750.00	\$0

GENERAL BAIL SCHEDULE

#	Title	Bail - First Offense	Bail - Second Offense	Bail - Third Offense	Additional	Authority
3i	Windows or doors that remain boarded up or sealed after ten calendar days of written city notice to a responsible person requesting the removal of these coverings and the installation of fully functional and operable windows or doors.	\$250.00	\$500.00	\$1,000.00	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(10)
3j	Overgrown vegetation	\$250.00	\$500.00	\$1,000.00	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(11) a-e
3k	Dead, decayed, diseased or hazardous trees, weeds, ground cover, and other vegetation, or the absence of live and healthy vegetation, that causes, contributes to, or promotes, any one of the following conditions or consequences: An attractive nuisance. A fire hazard. The creation or promotion of dust or soil erosion. A decrease in property values. A detriment to public health, safety or welfare.	\$250.00	\$500.00	\$1,000.00	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(12)
3l	Items of junk, trash, debris or other personal property that are kept, placed, or stored inside of a structure or on exterior portions of real property that constitute a fire or safety hazard or a violation of any provision of this Code, or items of junk, trash, debris, or other personal property that are visible from public property or adjoining private real property, or that are otherwise out of conformity with neighboring community standards to such an extent as to result in, or tend to result in, a decrease in property values.	\$250.00	\$500.00	\$1,000.00	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(14)
3m	Garbage cans, yard waste containers, and recycling containers that are kept, placed or stored in front or side yards and visible from public property, except at times and places that solid or yard waste, or recyclables, are scheduled for collection by the city or its permitted collector(s).	\$250.00	\$0.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(15)
3n	Accumulation of combustibles or other materials including, but not limited to, composting, firewood, junk, lumber, packing boxes, pallets, plant cuttings, tree trimmings or wood chips, in interior or exterior areas of building or structures.	\$250.00	\$500.00	\$1,000.00	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(16) a-f
3o	Vehicles, construction equipment, or other machinery exceeding the permissible gross vehicle weight for the streets or public property upon which they are located. A nuisance also exists under this provision when a vehicle, construction equipment, or other machinery is stopped, kept, placed, parked, or stored on private real property and when such vehicle, equipment, or machinery exceeds the permissible gross vehicle weight for the streets or public property that were utilized in its placement on said private real property unless pursuant to a valid permit issued by the city.	\$250.00	\$500.00	\$1,000.00	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(17)
3p	Any equipment, machinery, or vehicle of any type or description that is designed, used, or maintained for construction-type activities that is kept, parked, placed, or stored on public or private real property except when such item is being used during excavation, construction, or demolition operations at the site where said equipment, machinery, or vehicle is located pursuant to an active permit issued by the city.	\$250.00	\$500.00	\$1,000.00	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(18)

Bail - First Offense	Bail - Second Offense	Bail - Third Offense	Fee Δ
\$250.00	\$500.00	\$1,000.00	\$0
\$250.00	\$500.00	\$1,000.00	\$0
\$250.00	\$500.00	\$1,000.00	\$0
\$250.00	\$0.00	\$750.00	\$0
\$250.00	\$500.00	\$1,000.00	\$0
\$250.00	\$500.00	\$1,000.00	\$0
\$250.00	\$500.00	\$1,000.00	\$0

GENERAL BAIL SCHEDULE

#	Title	Bail - First Offense	Bail - Second Offense	Bail - Third Offense	Additional	Authority
3q	Abandoned, dismantled, inoperable or wrecked boats, campers, motorcycles, trailers, vehicles, or parts thereof, unless kept, placed, parked, or stored inside of a completely enclosed, lawfully constructed building or structure.	\$250.00	\$500.00	\$1,000.00	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(19)
3r	ehicles, trailers, campers, boats, recreational vehicles, and/or other mobile equipment parked or stored in violation of any provision of this Code.	\$250.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(20)
3s	Maintenance of signs, banners, streamers, pennants, or sign structures, on real property relating to uses no longer lawfully conducted or products no longer lawfully sold thereon, or signs and their structures that are in disrepair or which are otherwise in violation of, or contrary to this chapter and any other sections of the city code.	\$250.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(21)
3t	Specialty structures that have been constructed for a specific use, and which are unfeasible to convert to other uses, and which are abandoned, partially destroyed or are allowed to remain in a state of partial destruction or disrepair.	\$250.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(22)
3u	Any personal property, building, or structure that obstructs or encroaches on any public property, including, but not limited to, any public alley, highway, land, sidewalk, street or other right-of-way unless a valid encroachment permit has been issued authorizing said encroachment or obstruction.	\$250.00	\$500.00	\$1,000.00	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(23)
3v	Causing, maintaining, suffering or permitting graffiti or other defacement of real or personal property, as defined in chapter 50, article VII of this Code, to be present or remain on a building, structure or vehicle, or portion thereof that is visible from a public right-of-way or from adjoining public or private real property.	\$250.00	\$500.00	\$1,000.00	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(24)
3w	Storage of hazardous or toxic materials or substances on real property, as so classified by any local, state or federal laws or regulations, in such a manner as to be injurious, or potentially injurious or hazardous, to the public health, safety or welfare, or to adjacent properties, or that otherwise violates local, state or federal laws or regulations.	\$250.00	\$500.00	\$1,000.00	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(25)
3x	Failure to provide and maintain adequate weather protection to structures or buildings, so as to cause, or tend to cause or promote, the existence of cracked, peeling, warped, rotted, or severely damaged paint, stucco or other exterior covering.	\$250.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(26)
3y	Any discharge of any substance or material, other than storm water, which enters, or could possibly enter, the city's storm sewer system in violation of the city code.	\$250.00	\$500.00	\$1,000.00	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(28)
3z	Maintenance of any tarp or similar covering on, or over, any roof of any structure, except during periods of active rainfall, or when specifically permitted under an active building permit.	\$250.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(30)
3aa	Maintenance of any tarp or similar covering on, over or across any fence, wall or other structure and used as screening material or for any other purpose, except when specifically permitted under an active building permit.	\$250.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(31)

Bail - First Offense	Bail - Second Offense	Bail - Third Offense	Fee Δ
\$250.00	\$500.00	\$1,000.00	\$0
\$250.00	\$500.00	\$750.00	\$0
\$250.00	\$500.00	\$750.00	\$0
\$250.00	\$500.00	\$750.00	\$0
\$250.00	\$500.00	\$1,000.00	\$0
\$250.00	\$500.00	\$1,000.00	\$0
\$250.00	\$500.00	\$1,000.00	\$0
\$250.00	\$500.00	\$750.00	\$0
\$250.00	\$500.00	\$1,000.00	\$0
\$250.00	\$500.00	\$750.00	\$0
\$250.00	\$500.00	\$750.00	\$0

GENERAL BAIL SCHEDULE

#	Title	Bail - First Offense	Bail - Second Offense	Bail - Third Offense	Additional	Authority
3bb	Unsanitary, polluted or unhealthful pools, ponds, standing water or excavations containing water, whether or not they are attractive nuisances but which are nevertheless likely to harbor mosquitoes, insects or other vectors.	\$250.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(31)
3cc	Maintenance of premises so out of harmony or conformity with the maintenance standards of properties in the vicinity as to cause, or that tends to cause, substantial diminution of the enjoyment, use, or property values of such properties in the vicinity.	\$250.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(32)
3dd	Any "unsafe building" or "unsafe structure" as defined by the city building code.	\$250.00	\$500.00	\$1,000.00	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(d)
3ee	ny building or structure used by any person to engage in acts which are prohibited pursuant to the laws of the United States or the State of California, the provisions of this Code, or any other ordinance of this city	\$500.00	\$750.00	\$1,000.00	10% (AIMS Maintenance Surcharge)	SFCC§106-1143(e)
3ff	Conducting Automotive Repair In Commercial And Industrial Zones In Violation Of Regulations	\$200.00	\$500.00	\$750.00	10% (AIMS Maintenance Surcharge)	SFCC§106-1307
VEHICLE CODE VIOLATIONS		Fee	Unit		Conditions/ Justification	Authority
1	Expired Vehicle Registration	\$60.00				VC\$4000(a)(1)
2	Displaying of license plates	\$48.00				VC\$5200
3	License Plate: Improper position	\$48.00				VC\$5201
4	No License Plate displayed	\$48.00				VC\$5202
5	Tabs	\$48.00				VC\$5204(a)
6	No stop/parking posted	\$45.00				VC\$21461
7	Fire lane/Res. Area	\$110.00				VC\$22500.1
8	No Parking/Stop Within Intersection	\$70.00				VC\$22500(a)
9	Parking on a crosswalk	\$70.00				VC\$22500(b)
10	No Parking/Stop: Safety Zone when posted	\$30.00				VC\$22500(c)
11	Parking on driveway	\$70.00				VC\$22500(e)
12	Parking on sidewalk	\$70.00				VC\$22500(f)
13	Block Excavation	\$30.00				VC\$22500(g)
14	Double parking	\$70.00				VC\$22500(h)
15	Posted bus zone	\$270.00				VC\$22500(i)
16	Blocking disabled access ramp	\$345.00				VC\$22500(l)
17	18in from curb +	\$45.00				VC\$22502(a)
18	Posted no parking anytime	\$45.00				VC\$22505(b)
19	Disable Parking across angled blue lines	\$335.00				VC\$22507.8(c)
20	Fire hydrant	\$50.00				VC\$22514
21	Unattended vehicle	\$40.00				VC\$22515
22	Open vehicle door to traffic	\$45.00				VC\$22517
23	Disabled ramp	\$345.00				VC\$22522
24	Abandoned vehicle	\$125.00				VC\$22523(a)
25	No parking/stop: Vehicular crossing	\$30.00				VC\$23333
26	Cracked Windshield	\$45.00				VC\$26710
REMITTED TO COUNTY OF LOS ANGELES		Fee	Unit		Conditions/ Justification	Authority
1	County/State – Handicap State Linkage Fee	2 per every 10			On fine/ forfeiture imposed	PC\$1465.5
2	State Share Parking	Varies			50% Registration and Equipment Violations	VC\$40225(d)
3	County – Bail Increases	Varies			September 16, 1988 to July 1, 1992	PC\$1463.28
4	County – Bail Increases	Varies			September 16, 1988 to July 1, 1992	VC\$40200.3

Bail - First Offense	Bail - Second Offense	Bail - Third Offense	Fee Δ
\$250.00	\$500.00	\$750.00	\$0
\$250.00	\$500.00	\$750.00	\$0
\$250.00	\$500.00	\$1,000.00	\$0
\$500.00	\$750.00	\$1,000.00	\$0
\$200.00	\$500.00	\$750.00	\$0
Fee	Unit		
\$60.00			\$0
\$48.00			\$0
\$48.00			\$0
\$48.00			\$0
\$48.00			\$0
\$73.00			\$28
\$110.00			\$0
\$70.00			\$0
\$70.00			\$0
\$68.00			\$38
\$70.00			\$0
\$70.00			\$0
\$40.00			\$10
\$70.00			\$0
\$293.00			\$23
\$363.00			\$18
\$63.00			\$18
\$45.00			\$0
\$363.00			\$28
\$68.00			\$18
\$63.00			\$23
\$45.00			\$0
\$363.00			\$18
\$125.00			\$0
\$40.00			\$10
\$45.00			\$0
Fee	Unit		
2 per every 10			\$0
Varies			\$0
Varies			\$0
Varies			\$0



CITY OF SAN FERNANDO		POLICY/PROCEDURE
NUMBER		SUBJECT
ORIGINAL ISSUE	EFFECTIVE	
11/03/2014	11/03/2014	GENERAL FINANCIAL POLICY
CURRENT ISSUE	EFFECTIVE	CATEGORY
12/05/2016	12/05/2016	
SUPERSEDES		FINANCE
<p><u>Section 1. Purpose.</u></p> <p>To establish a comprehensive set of Citywide financial principles to serve as a guideline for operational and strategic decision making.</p> <p><u>Section 2. Statement of Policy.</u></p> <p>The City is committed to fiscal sustainability by employing long-term financial planning efforts, maintaining appropriate reserve levels and adhering to prudent practices in governance, management, budget administration and financial reporting.</p> <p>The following financial principles are intended to establish a comprehensive set of guidelines for the City Council and City staff to follow when making decisions that may have a fiscal impact (collectively known as "Policy"). The goal is to maintain the City's financial stability in order to be able to continually adapt to local and regional economic changes. Such principles will allow the City to maintain and enhance a sound fiscal condition. This policy should be implemented in conjunction with associated financial policies, i.e. Budget Policy, Purchasing Policy, Investment Policy, Grant Management Policy, etc.</p> <p>This Policy will be reviewed annually as part of the City's annual Adopted Budget to ensure that the principles contained herein remain current. The City's comprehensive financial policies shall be in conformance with all State and Federal laws, Generally Accepted Accounting Principles (GAAP) and standards of the Governmental Accounting Standards Board (GASB), and the Government Finance Officers Association (GFOA).</p> <p>Financial principles included in this Policy are:</p> <p><u>Chapter 1:</u> Long-term Financial Planning</p> <p><u>Chapter 2:</u> Auditing, Financial Reporting and Disclosure</p> <p><u>Chapter 3:</u> Revenue Collection</p> <p><u>Chapter 4:</u> Investment and Cash Management</p> <p><u>Chapter 5:</u> Capital Assets and Capital Improvement Projects</p> <p><u>Chapter 6:</u> Financial Reserves and Fund Balances</p> <p><u>Chapter 7:</u> Post-employment Benefit Funding</p> <p><u>Chapter 8:</u> Grant Administration</p> <p><u>Chapter 9:</u> User Fees and Service Charges</p> <p><u>Chapter 10:</u> Cost Allocation</p> <p><u>Chapter 11:</u> Debt Management</p>		

GENERAL FINANCIAL POLICY

Page 2

CHAPTER 1: LONG-TERM FINANCIAL PLANNING

1. The City shall maintain a General Fund Financial Forecast that looks forward at least five fiscal years into the future. The City shall consider immediate proactive measures when deficits between recurring revenues and recurring expenditures exist, even in outer years. The Forecast shall be updated at least bi-annually, as part of the mid-year budget review and annual budget process.
2. The City Council, City Manager and Executive Management will consider the effects of proposals for new or enhanced services, employee negotiations, tax/fee changes, or similar items, on the General Fund financial forecast. The City should be able to fund any such enhancements or changes in both the short-term and long-term to ensure sustainability of the enhancements.
3. The City shall develop and implement a financial plan to address its funding needs for issues like deferred maintenance and unfunded liabilities, which will be included in the General Fund financial forecast.
4. The City shall seek a balance in the overall revenue structure between more stable revenue sources (e.g. Property Tax) and economically sensitive revenue sources (e.g. Sales and Use Tax).
5. The City will proactively seek to protect and expand its tax base by encouraging a healthy underlying economy.
6. The City will work to protect and enhance the property values of all San Fernando residents and property owners.
7. The City will encourage the economic development of the community as a whole in order to provide stable and increasing revenue streams. It should be the City's goal to attract new businesses as well as retain successful businesses in the City. Objectives of a sound economic development strategy should also include: avoiding an over reliance on revenue from any one particular industry; recruitment and retention efforts to ensure a balance of revenue sources; ensuring compatible uses; encouraging business synergies; and promoting the growth of amenities and ancillary services to support business districts and established industries.
8. The City shall develop and maintain methods for the evaluation of future development and related fiscal impacts on the City budget.
9. Every reasonable effort will be made to establish revenue measures which will cause non-residents (i.e. transients and recreational visitors) to carry a fair portion of the expenses incurred by the City as a result of their use of public facilities.
10. The City will establish appropriate cost-recovery targets for its fee structure and will adjust its Master Fee Schedule annually to ensure that fees continue to meet cost recovery targets. The Finance Department may study, internally or using an outside consultant, the costs of providing such services and recommend fees to each department. (See also Chapter 10: User Fees and Service Charges)
11. Special services, which are characterized by an activity that is above and beyond the level of service typically provided by the City, will be supported from service fees to the maximum extent possible. Service fees shall be established in the Master Fee Schedule in compliance with applicable State law, and shall be periodically reviewed for compliance with applicable State law.
12. The City will oppose efforts by State and County governments to divert revenues from the City or to increase unfunded service mandate of City taxpayers.

GENERAL FINANCIAL POLICY

Page 3

13. The City will seek additional intergovernmental funding and grants, with a priority on funding one-time capital projects. Grant-funded projects that require multi-year support will be reviewed by City Council.
14. The City will not rely on one-time revenue sources to fund operations. One-time revenues sources, whenever possible, will be used to fund one-time projects, augment reserve balances or fund unfunded liabilities.

GENERAL FINANCIAL POLICY

Page 4

CHAPTER 2: AUDITING, FINANCIAL REPORTING, AND DISCLOSURE

Preparation of Financial Statements

Accounting standards boards and regulatory agencies set the minimum standards and disclosure requirements for annual financial reports and continuing disclosure requirements for municipal securities. The City places a high value on transparency and full disclosure in all matters concerning the City's financial position and results of operations. To this end, the City endeavors to provide superior information in the City's Comprehensive Annual Financial Report (CAFR) and Continuing Disclosure filings by going above and beyond the minimum reporting requirements, including participation in certificate of achievement accreditation programs and voluntary event disclosure filings.

The City prepares its financial statements in conformance with Generally Accepted Accounting Principles (GAAP). Responsibility for the accuracy and completeness of the financial statements rests with the City. However, the City retains the services of an external accounting firm to audit the financial statements on an annual basis. The primary point of contact for the auditor is the Finance Director, but the auditors will have direct access to the City Manager, City Attorney, or City Council on any matters they deem appropriate.

The financial statement audit and compliance audits will be conducted in accordance with the United States Generally Accepted Auditing Standards (GAAS), standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller of the United States, and standards set by regulatory agencies, if applicable.

As soon as practical after the end of the fiscal year, a final audit and report shall be submitted to the City Council, City Treasurer, City Manager, Finance Director, City Clerk and City Attorney. The final audit and report shall be posted to the City's website and five copies will be placed on file in the office of the Finance Director where they shall be available for inspection by the general public as long as is required by the City's record retention policy. A digital copy will be archived and available at any time.

After audit results have been communicated to the City, the Finance Department is responsible for responding to all findings, if any, within six months. Responses shall be provided to the City Manager and any appropriate regulatory agencies.

Independent Audit Firm

The City Council shall retain, for a contract period not to exceed three years, a qualified independent certified public accounting to examine the City's financial records and procedures on an annual basis. After soliciting and receiving written proposals from qualified independent accounting firms, the Finance Director shall submit a recommendation to the City Manager and City Council. Generally, the City will request proposals for audit services every three years. It is the City's policy to require mandatory audit firm rotation after nine years of consecutive service.

GENERAL FINANCIAL POLICY

Page 5

CHAPTER 3: REVENUE COLLECTION AND ACCOUNTS RECEIVABLE

1. The City will pursue revenue collection and auditing to ensure that monies due the City are accurately received in a timely manner.
2. The City will seek reimbursement from the appropriate agency for State and Federal mandated costs whenever possible and cost-effective.
3. The City should centralize accounts receivable/collection activities wherever possible so that all receivables are handled consistently.

Write Off Bad Debt

Accounts receivable management and diligent oversight of collections from all revenue sources is imperative. Sound financial management principles include the establishment of an allowance for doubtful accounts. Efforts will be made to pursue the timely collection of delinquent accounts. When such accounts are deemed uncollectible, they should be written-off from the financial statements.

- a. The Finance Director, with the approval of the City Manager, is authorized to write off uncollectible individual accounts less than or equal to \$1,000. In such cases, the Finance Director must prepare a memorandum for City Manager review and approval documenting the accounts to be written off, the age of the debt, reasons for writing off each account and evidence of collection attempts taken on the account.
- b. Past due accounts of greater than \$1,000 may be written off with approval by the City Council. To write off accounts exceeding \$1,000, the Finance Director must prepare an Agenda Report for City Council review and approval documenting the accounts to be written off, the age of the debt, reasons for writing off each account and evidence of collection attempts taken on the account.

GENERAL FINANCIAL POLICY

Page 6

CHAPTER 4: INVESTMENT AND CASH MANAGEMENT

1. Cash and investment programs will be maintained in accordance with California Government Code Section 53600 et seq. and the City's adopted Investment Policy to ensure that proper controls and safeguards are maintained. Pursuant to State law, the City, at least annually, revises, and the City Council affirms, a detailed Investment Policy.
2. Reports on the City's investment portfolio and cash position shall be presented to the City Council by the City Treasurer on at least a quarterly basis, in conformance with the California Government Code.
3. City funds shall be managed in a prudent and diligent manner with emphasis on safety, liquidity, and yield, in that order.

GENERAL FINANCIAL POLICY

Page 7

CHAPTER 5: CAPITAL ASSETS AND CAPITAL IMPROVEMENT PLAN

1. A *Capital Asset* is defined as land, structures and improvements, machinery and equipment and infrastructure assets with an initial individual cost of more than \$5,000 and an estimated useful life in excess of one year. Such assets are recorded at historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair value at the date of donation. Capital assets also include additions to public domain (infrastructure) which includes certain improvements such as pavement, curb and gutter, sidewalks, traffic control devices, and right-of-way corridors within the City.
2. Depreciation of Capital Assets is computed using the straight-line method over the estimated useful lives of assets, which are as follows:

Buildings	50 years
Infrastructure	Up to 50 years
Improvements Other than Buildings	20 years
Furniture and Equipment	Up to 30 years
Vehicles and Related Equipment	Up to 8 years
3. A *Capital Improvement Project* (CIP) is defined as meeting one of the following criteria:
 - a. It is construction, expansion, renovation, or replacement of a city owned facility or infrastructure. The project must have a total cost of at least \$25,000 over the life of the project. Project costs include, but are not limited to, the cost of land, engineering, architectural planning, and contract services needed to complete the project; or
 - b. It is a purchase of major equipment (assets) costing \$25,000 or more with a useful life of at least 5 years; or
 - c. It is a major maintenance or rehabilitation project for existing facilities with a cost of \$25,000 or more and an economic life of at least 5 years.
4. A five-year Capital Improvement Plan will be developed and updated annually. The Plan shall include a brief description of the project, estimated project costs, and anticipated funding source(s) for the project.
5. The Capital Improvement Plan will identify, where applicable, current operating maintenance costs and funding streams available to repair and/or replace deteriorating infrastructure and avoid significant unfunded liabilities.
6. The City should develop and implement a post-implementation evaluation of its infrastructures condition on a specified periodic basis, estimating the remaining useful life, and projecting replacement costs.
7. The City will actively pursue outside funding sources for all CIPs. Outside funding sources, such as grants, will be used to finance only those CIPs that are consistent with the five-year Capital Improvement Plan and local governmental priorities, and whose operating and maintenance costs have been included in future operating budget forecasts.
8. CIP lifecycle costs will be coordinated with the development of the Operating Budget. Future operating, maintenance and replacement costs associated with new capital improvements will be forecasted, matched to available revenue sources, and included in the Operating Budget. CIP contract awards will include a fiscal impact statement disclosing the expected operating impact of the project and when such cost is expected to occur.
9. Financing of CIPs will be considered if it conforms to *Chapter 11: Debt Management* section of this Policy.

GENERAL FINANCIAL POLICY

Page 8

CHAPTER 6: FINANCIAL (FUND) RESERVES AND FUND BALANCES

Prudent financial management dictates that some portion of the funds available to the City be reserved for future use.

As a general principle, the City Council decides whether to appropriate funds from reserve accounts. Even though a project or other expenditure qualifies as a proper use of reserves, the City Council may decide that it is more beneficial to use current year operating revenues or other available funds instead, thereby retaining the reserve funds for future use. Reserve funds will not be spent for any function other than the specific purpose of the reserve account from which they are drawn without specific direction in the annual budget; or by a separate City Council action. Information regarding annual budget adoption and administration is contained in the City's Budget Policy.

Governmental Funds and Fund Balance Defined

Governmental Funds, including the General Fund, Special Revenue Funds, Capital Projects Funds, and Debt Service Funds, have a short-term or current flow of financial resources measurement focus and basis of accounting and therefore, exclude long-term assets and long-term liabilities. The term Fund Balance, used to describe the resources that accumulate in these funds, is the difference between the fund's assets and fund's liabilities. Fund Balance is similar to the measure of net working capital that is used in private sector accounting. By definition, both Fund Balance and Net Working Capital exclude long-term assets and long-term liabilities.

Proprietary Funds and Net Working Capital Defined

Proprietary Funds, including Enterprise Funds and Internal Service Funds, have a long-term or economic resources measurement focus and basis of accounting and therefore, include long-term assets and liabilities. This basis of accounting is very similar to that used in private sector. However, instead of Retained Earnings, the term Net Position is used to describe the difference between fund assets and fund liabilities. Since Net Position includes both long-term assets and liabilities, the most comparable measure of proprietary fund financial resources to governmental Fund Balance is Net Working Capital, which is the difference between current assets and current liabilities. Net Working Capital, like Fund Balance, excludes long-term assets and long-term liabilities.

Governmental Fund Reserves (Fund Balance)

For Governmental Funds, the Governmental Accounting Standards Board (GASB) Statement No. 54 defines five specific classifications of fund balance. The five classifications are intended to identify whether the specific components of fund balance are available for appropriation and are therefore "Spendable." The classifications also are intended to identify the extent to which fund balance is constrained by special restrictions, if any. Applicable only to governmental funds, the five classifications of fund balance are as follows:

<u>CLASSIFICATIONS</u>	<u>NATURE OF RESTRICTION</u>
Non-Spendable	Cannot be readily converted to cash
Restricted	Externally imposed restrictions
Committed	City Council imposed commitment
Assigned	City Manager/Finance Director assigned purpose/intent
Unassigned	Residual balance not otherwise restricted

GENERAL FINANCIAL POLICY

Page 9

1. Non-Spendable Fund Balance: The portion of fund balance that includes amounts that are either (a) not in a spendable form, or (b) legally or contractually required to be maintained intact. Examples of Non-spendable fund balance include:
 - a. Reserve for Inventories: The value of inventories purchased by the City but not yet issued to the operating Departments is reflected in this account.
 - b. Reserve for Long-Term Receivables and Advances: This category is used to identify and segregate the City's financial assets that are not due to be received for an extended period of time, so are not available for appropriation during the budget year.
 - c. Reserve for Prepaid Assets: This category includes resources that have been paid to another entity in advance of the accounting period in which the resource is deducted from fund balance. A common example is an insurance premium, which is typically payable in advance of the coverage period. Although prepaid assets have yet to be deducted from fund balance, they are no longer available for appropriation.
2. Restricted Fund Balance: The portion of fund balance that reflects constraints placed on the use of resources (other than non-spendable items) that are either (a) externally imposed by creditors, grantors, contributors, or laws or regulations of other governments (e.g. Debt Reserve funds); or (b) imposed by law through constitutional provisions or enabling legislation. The City operates a number of special revenue funds that account for items such as gas tax revenues distributed by the State, local return portions of County-wide sales tax overrides dedicated to transportation, grants from Federal or State agencies with specific spending restrictions, and Section 8 and CDBG funds from the Federal government with very specific spending limitations, to name a few. Since these funds are established because of the specific spending limitations on them, any year-end balances are still restricted for these purposes.
3. Committed Fund Balance: That portion of fund balance that includes amounts that can only be used for specific purposes pursuant to constraints imposed by formal action by the government's highest level of decision making authority, and remain binding unless removed in the same manner. The City considers adoption of a Resolution as a formal action for the purposes of establishing committed fund balance. The action to constrain resources must occur within the fiscal reporting period; however the amount can be determined subsequently. City Council imposed Commitments are as follows:
 - a. Contingency Funds: The Contingency Funds shall have a target balance of twenty percent (20%) of General Fund "Operating Budget" as originally adopted. Operating Budget for this purpose shall include current expenditure appropriations and shall exclude Capital Improvement Projects and Transfers Out. Appropriation and/or access to these funds are reserved for emergency situations only. The parameters by which the Contingency Funds could be accessed would include the following circumstances:
 - i. A catastrophic loss of critical infrastructure requiring an expenditure of greater than or equal to five percent (5%) of the General Fund, Operating Budget, as defined above.
 - ii. A State or Federally declared state of emergency where the City response or related City loss is greater than or equal to five percent (5%) of the General Fund, Operating Budget.
 - iii. Any settlement arising from a claim or judgment where the loss exceeds the City's insured policy coverage by an amount greater than or equal to five percent (5%) of the General Fund Operating Budget, and there are insufficient reserves available in the Self Insurance Fund to cover the loss.
 - iv. Deviation from budgeted revenue projections in the top three General Fund revenue categories, namely, Sales Taxes, Property Taxes and Business Taxes, in a cumulative amount greater than or equal to five percent (5%) of the General Fund Operating Budget.

GENERAL FINANCIAL POLICY

Page 10

- v. Any action by another government that eliminates or shifts revenues from the City amounting to greater than or equal to five percent (5%) of the General Fund, Operating Budget.
- vi. Inability of the City to meet its debt service obligations in any given year.
- vii. Any combination of factors a) i-vi amounting to greater than or equal to five percent (5%) of the General Fund Operating Budget in any one fiscal year.

Use of Contingency Funds must be approved by the City Council. Should Contingency Funds be used, the City Manager shall present a plan to City Council to replenish the funds within five years.

4. Assigned Fund Balance: That portion of a fund balance that includes amounts that are constrained by the City's intent to be used for specific purposes, but that are not restricted or committed. This policy hereby delegates the authority to the City Manager or Finance Director to modify or create new assignments of fund balance. Constraints imposed on the use of assigned amounts may be changed by the City Manager or Finance Director. Appropriations of balances are subject to the Budget Policy concerning budget adoption and administration. Examples of assigned fund balance may include, but are not limited to:

- a. Reserves for Encumbrances: Purchase Orders and contracts executed by the City express intent to purchase goods or services. Generally, such documents include a cancellation clause, where the City would then only be responsible to pay for goods received or services provided. The City recognizes the obligation to pay for these goods and services as a reservation of fund balance, but because the City can ultimately free itself of this obligation if necessary, it does not meet the requirements of the more restrictive fund balance categorizations.
- b. Change in Fair Market Value of Investments: As dictated by GASB 31, the City is required to record investments at their fair value (market value). This accounting practice is necessary to insure that the City's investment assets are shown at their true value as of the balance sheet. However, in a fluctuating interest rate environment, this practice records market value gains or losses which may never be actually realized. The City Manager or Finance Director may elect to reserve a portion of fund balance associated with an unrealized market value gain. However, it is impractical to assign a portion of fund balance associated with an unrealized market value loss.

When the City Manager or Finance Director authorizes a change in General Fund, Assigned Fund Balance, City Council shall be notified quarterly.

5. Unassigned fund balance/Reserve: The residual portion of available fund balance that is not otherwise restricted, committed or assigned. This amount is considered the City's available reserve, or budget reserve.

GENERAL FINANCIAL POLICY

Page 11

General Fund Surplus

At the end of each fiscal year, the difference between General Fund revenues and expenditures results in either a surplus (adding to fund balance) or deficit (subtracting from fund balance). In the case of a surplus, the policy for allocation shall follow these priorities:

1. Full funding of the twenty percent (20%) Contingency Fund.
2. If the Contingency Funds are fully satisfied, the remainder shall revert to Unassigned fund balance/reserve.

The City Manager may recommend a different allocation for approval by the City Council.

Proprietary Fund Reserves (Net Working Capital)

In the case of Proprietary Funds (Enterprise and Internal Service Funds), Generally Accepted Accounting Principles (GAAP) do not permit the reporting of reserves on the face of City financial statements. However, this does not preclude the City from setting policies to accumulate financial resources for prudent financial management of its proprietary fund operations. Since proprietary funds may include both long-term capital assets and long-term liabilities, the most comparable measure of liquid financial resources that is similar to fund balance in proprietary funds is net working capital, which is the difference between current assets and current liabilities. For all further references to reserves in Proprietary Funds, Net Working Capital is the intended meaning.

1. Water, Sewer and Refuse Funds

- a. Stabilization and Contingency Funds: This amount is used to provide sufficient funds to support seasonal variations in cash flows and, in more extreme conditions, to maintain operations for a reasonable period of time so the City may reorganize in an orderly manner or effectuate a rate increase to offset sustained cost increases. The intent is to provide funds to offset cost increases that are projected to be short-lived, thereby partially eliminating the volatility in annual rate adjustments. It is not intended to offset ongoing, long-term pricing structure changes. The target level of the Contingency Fund is twenty-five percent (25%) of the annual operating budget. This reserve level is intended to provide a reorganization period of three months with zero income or twelve months at a twenty-five percent (25%) loss rate. The City Council must approve the use of these funds, based on City Manager recommendation. Funds collected in excess of the Stabilization reserve target would be available to offset future rate adjustments, while extended reserve shortfalls would be recovered from future rate increases. Should catastrophic losses occur, Stabilization and Contingency Funds may be called upon to avoid disruption to service. The Stabilization and Contingency principle applies to each proprietary fund individually, not all proprietary funds collectively.
- b. Infrastructure Replacement Funding: This funding principle is intended to be a temporary repository for cash flows associated with the funding of infrastructure replacement projects provided by the Water Master Plan and Sewer Master Plan. The contribution rate is intended to level-amortize the cost of infrastructure replacement projects over a long period of time. The annual funding rate of the Water and Sewer Master Plans is targeted at an amount that, when combined with prior or future year contributions, is sufficient to provide for the eventual replacement of assets as scheduled in each respective Plan. This contribution principle should be updated periodically based on the most current Master Plan. There are no minimum or maximum balances contemplated by this funding principle. However, the contributions level should be reviewed periodically or as major updates to the Wastewater Master Plan occur. Annual funding is contingent on many factors and may ultimately involve a combined strategy of cash funding and debt issuance with the intent to normalize the burden on customer rates.

GENERAL FINANCIAL POLICY

Page 12

2. Internal Service Funds

Internal Service Funds are used to centrally manage and account for specific program activity in a centralized cost center. Their revenue generally comes from internal charges to departmental operating budgets rather than direct appropriations. The function of Internal Service Funds include:

- a. Normalizing departmental budgeting for programs that have life-cycles greater than one year; thereby facilitating level budgeting for expenditures that will, by their nature, be erratic from year to year. This also facilitates easier identification of long-term trends.
- b. Acting as a strategic savings plan for long-term assets and liabilities.
- c. Enabling appropriate distribution of City-wide costs to individual departments, thereby more readily establishing true costs of various operations.

Since departmental charges to Internal Service Funds duplicate the ultimate expenditure from the Internal Service Fund, they are eliminated when consolidating entity-wide totals.

The measurement criteria, cash flow patterns, funding horizon and acceptable funding levels are unique to each program being funded. Policy regarding target balance and/or contribution policy, gain/loss amortization assumption, source data, and governance for each of the City's Internal Service Funds is set forth as follows:

For All Internal Service Funds: The Finance Director may transfer part or all of any unencumbered fund balance between Internal Service Funds, provided that the transfer would not cause insufficient reserve levels or insufficient resources to carry out the fund's intended purpose. This action is appropriate when the decline in cash balance in any fund is precipitated by an off-trend non-recurring event (e.g. a large judgment funded by the Self Insurance Fund). The Finance Director will make such recommendations as part of the annual budget adoption or through separate City Council action.

Equipment Replacement Fund Reserve: The Equipment Replacement Fund receives operating money from the operating Departments to fund the regular replacement of major pieces of equipment (mostly vehicles) at their economic obsolescence.

Operating Departments are charged annual amounts sufficient to accumulate funds for the replacement of vehicles, communications equipment, technology equipment and other equipment determined appropriate by the Finance Director. The City Manager recommends annual rate adjustments as part of the budget preparation process. These adjustments are based on pricing, future replacement schedules and other variables.

The age and needs of the equipment inventory vary from year to year. Therefore the year-end fund balance will fluctuate in direct correlation to accumulated depreciation. In general, it will increase in the years preceding the scheduled replacement of relatively large percentage of the equipment, on a dollar value basis. However, rising equipment costs, dissimilar future needs, replacing equipment faster than their expected life or maintaining equipment longer than their expected life all contribute to variation from the projected schedule.

In light of the above, the target funding level is not established in terms of a flat dollar figure or even a percentage of the overall value of the equipment inventory. It is established at fifty percent (50%) of the current accumulated depreciation value of the equipment inventory, calculated on a replacement value basis. This will be reconciled annually as part of the year-end close out process by the Finance Department. If departmental replacement charges for

GENERAL FINANCIAL POLICY

Page 13

equipment prove to be excessive or insufficient with regard to this target funding level, new rates established during the next budget cycle will be adjusted with a view toward bringing the balance back to the target level over a three-year period.

Self-Insurance Fund Reserve: The Self-Insurance fund pays for insurance premiums, benefit and settlement payments, and administrative and operating expenses. It is supported by charges to other City funds for the services it provides. These annual charges for service shall reflect the five-year historical experience and shall be set to equal the annual expenses of the fund.

The Self-Insurance Fund reserve (Liability and Workers' compensation) will be maintained at a level which, together with purchased insurance policies, adequately indemnifies the City's property, liability, and health benefit risk from one-time fluctuations. A qualified actuarial firm shall be retained on an annual basis (typically through the City's insurance risk pool) in order to recommend appropriate funding levels, which will be approved by City Council. The City should maintain minimum reserves equal to sixty percent (60%) of the five-year average of total Self-Insurance Fund costs.

To lessen the impact of short-term annual rate change fluctuation, the City Manager may implement one-time fund transfers (rather than department rate increases) when funding shortfalls appear to be due to unusually sharp and non-recurring factors. Excess reserves in other areas may be transferred to the Self Insurance FUnd in these instances, but such transfers should not exceed the funding necessary to reach the reserve level defined above.

GENERAL FINANCIAL POLICY

Page 14

CHAPTER 7: POST-EMPLOYMENT BENEFIT FUNDING

Pension Funding: The City's principal Defined Benefit Pension program is provided through multiple contracts with California Public Employees Retirement System (CalPERS). The City's contributions to the plan include a fixed employer paid member contribution and an actuarially determined employer contribution that fluctuates each year based on an annual actuarial plan valuation. This variable rate employer contribution includes the normal cost of providing the contracted benefits plus or minus an amortization of plan changes and net actuarial gains and losses since the last valuation period.

It is the City's policy to make contributions to the plan equaling at least one hundred percent (100%) of the actuarially required contribution (annual pension cost). Because the City pays the entire actuarially required contribution each year, by definition, its net pension obligation at the end of each year is \$0. Any Unfunded Actuarial Liability (UAL) is amortized and paid in accordance with the actuary's funding recommendations. The City will strive to maintain its UAL within a range that is considered acceptable to actuarial standards. The City Council shall consider increasing the annual CalPERS contribution should the UAL status fall below acceptable actuarial standards.

Other Post-Employment Benefits (OPEB) Funding: The City contributes to a single-employer defined benefit plan to provide post-employment health care benefits. Subject to the terms provided in the applicable Memorandum of Understanding (MOU), the City pays 100% of all premiums charged for health insurance for qualifying retired employees, and their dependent spouses or survivors, and all active employees, and their dependent spouses or survivors, hired before July 1, 2015 that retire from the City. The City pays the minimum contribution required by the Public Employees Medical and Hospital Care Act (PEMHCA) for all employees hired after July 1, 2015 that retire from the City.

The City's annual OPEB cost is calculated based on the Annual Required Contribution (ARC) of the employer, an amount actuarially determined in accordance with parameters of GASB Statement 45. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover normal cost each year and to amortize any unfunded liabilities of the plan over a period not to exceed thirty years. The City is currently unable to make the full ARC payment and is funding this obligation on a pay-as-you-go basis, which creates a significant unfunded liability.

It is the City's intention to develop a plan to establish or participate in a pre-funding trust and fully fund the ARC. Once a plan is developed, the City will strive to maintain a funded status that will be within a range that is considered acceptable to actuarial standards. The City Council will consider increasing the annual OPEB contribution should the funded status fall below acceptable actuarial standards. The City Council will also consider increasing the annual OPEB contribution when possible to reduce the amortization period.

GENERAL FINANCIAL POLICY

Page 15

CHAPTER 8: GRANT ADMINISTRATION

Individual departments are encouraged to investigate sources of funding relevant to their respective departmental activities.

The department applying for a grant or receiving a restricted donation will generally be considered the Program Administrator of the grant. The Finance Department may assist in the financial administration and reporting of the grant, but the Program Administrator is ultimately responsible for meeting all terms and conditions of the grant, insuring that only allowable costs are charged to the grant program and adhering to City budgeting and purchasing procedures. Individual Departments and Program Administrators are not authorized to execute grant contracts. Grant contracts shall be reviewed by the City Attorney's Office and executed by the City Manager and/or City Council.

Refer to the City's Grant Management Policy for detailed information.

GENERAL FINANCIAL POLICY

Page 16

CHAPTER 9: USER FEES AND SERVICE CHARGES

The City charges user fees and charges for services which are of special benefit to easily identified individuals or groups. The City will establish appropriate cost-recovery targets for its fee structure and will annually adjust its Master Fee Schedule to ensure that the fees continue to meet cost recovery targets and account for changes in methods or levels of service delivery. The Finance Department may study, internally or using an outside consultant, the cost of providing such services and recommend fees to each department.

General Concepts Regarding the User Fees and Service Charges: The following general concepts will be used in developing and implementing user fees and service charges:

1. Revenues shall not exceed the reasonable cost of providing the service.
2. Cost recovery goals shall be based on the total cost of delivering the service, including direct costs, departmental administration costs, and organization-wide support costs, including, but not limited to, accounting, payroll, personnel, data processing, vehicle maintenance, and insurance.
3. The method of assessing and collecting fees should be as simple as possible in order to reduce the administrative cost of collection.
4. For rental of real property, rate structures should be sensitive to the "market" for similar services as well as to smaller, infrequent users of the service.
5. A unified approach should be used in determining cost recovery levels for various programs based on the factors discussed above.

User Fee Cost Recovery Levels: In setting user fee cost recovery levels, the following factors will be considered:

1. Community-Wide vs. Special Benefit: The level of user fee cost recovery should consider the community-wide versus special service nature of the program or activity. The use of general purpose (tax) revenues is appropriate for community-wide services, while user fees are appropriate for services which are of special benefit to easily identified individuals or groups.
2. Service Recipient vs. Service Driver: After considering community-wide versus special benefit of the service, the concept of service recipient versus service driver should also be considered. For example, it could be argued that the applicant is not the beneficiary of the City's development review efforts; the community is the primary beneficiary. However, the applicant is the driver of development review costs, and as such, cost recovery from the applicant is appropriate.
3. Effect of Pricing on the Demand for Services: The level of cost recovery and related pricing of services can significantly affect the demand and subsequent level of services provided. At full cost recovery, this has the specific advantage of ensuring that the City is providing services for which there is genuinely a market that is not overly-stimulated by artificially low prices. Conversely, high-levels of cost recovery will negatively impact the delivery of services to lower income groups. This negative feature is especially pronounced, and works against public policy, if the services are specifically targeted to low income groups.
4. Feasibility of Collection and Recovery: Although it may be determined that a high-level of cost recovery may be appropriate for specific services, it may be impractical or too costly to establish a system to identify and charge the user. Accordingly, the feasibility of assessing and collecting charges should also be considered in developing user fees, especially if significant program costs are intended to be financed from that source.

GENERAL FINANCIAL POLICY

Page 17

Factors Which Favor Low Cost Recovery Levels: Very low cost recovery levels are appropriate under the following circumstances:

1. There is no intended relationship between the amount paid and the benefit received. Almost all “social service” programs fall into this category as it is expected that one group will subsidize another.
2. Collecting fees is not cost-effective or will significantly impact the efficient delivery of the service.
3. There is no intent to limit the use of (or entitlement to) the service. Again, most “social service” programs fit into this category as well as many public safety emergency response services. Historically, access to neighborhood and community parks would also fit into this category.
4. The service is non-recurring, generally delivered on a “peak demand” or emergency basis, cannot reasonably be planned for on an individual basis, and is not readily available from a private sector source. Many public safety services also fall into this category.
5. Collecting fees would discourage compliance with regulatory requirements and adherence is primarily self-identified, and as such, failure to comply would not be readily detected by the City. Many small-scale licenses and permits might fall into this category.

Factors Which Favor High Cost Recovery Levels: The use of user fees and service charges as a major source of funding service levels is especially appropriate under the following circumstances:

1. The service is similar to services provided through the private sector.
2. Other private or public sector alternatives could or do exist for the delivery of the service.
3. For equity or demand management purposes, it is intended that there be a direct relationship between the amount paid and the level and cost of the service received.
4. The use of the service is specifically discouraged. Police responses to disturbances or false alarms might fall into this category.
5. The service is regulatory in nature and voluntary compliance is not expected to be the primary method of detecting failure to meet regulatory requirements. Building permit, plan checks, and subdivision review fees for large projects would fall into this category.

Enterprise Fund Fees and Rates

1. The City will set fees and rates at levels which fully cover the total direct and indirect costs-including operations, capital outlay, and debt service of the following enterprise programs; Water, Sewer (wastewater), and Refuse.
2. The City will review and adjust enterprise fees and rate structures as required to ensure that they remain appropriate and equitable.

GENERAL FINANCIAL POLICY

Page 18

CHAPTER 10: COST ALLOCATION PLAN

A Cost Allocation Plan allows the City to fairly and completely allocate its administrative and overhead costs to all divisions. This allows the General Fund to recover costs from Enterprise Funds, Grant Funds, and also determines the overhead costs on the hourly rates of staff providing fee based services. A cost allocation study should be prepared by the Finance Department, either internally or using an outside consultant, at least biennially (i.e., every two years).

Office of Management and Budget Circular A-87 (OMB A-87) Plan: Using actual expenditures and documented time allocations, the OMB A-87 Plan follows the guidelines outlined by the Federal government through OMB Circular A-87. This plan is used for Federal grant administrative cost recovery.

Total Cost Plan: When grant regulations are not an issue, a Total Cost Plan, which uses the costs that the OMB A-87 Plan disallows, is able to allocate all indirect costs like the private sector routinely does. This plan is recommended whenever the goal is to fully allocate indirect costs for interfund transfers and fee calculations.

GENERAL FINANCIAL POLICY

Page 19

CHAPTER 11: DEBT MANAGEMENT

Debt levels and their related annual costs are important long-term obligations that must be managed within available resources. A disciplined thoughtful approach to debt management includes policies that provide guidelines for the City to manage its debt program in-line with those resources. Therefore, the objective of this policy is to provide written guidelines and restrictions concerning the amount and type of debt issued by the City and the ongoing management of the debt portfolio.

This debt management policy is intended to improve the quality of decisions, provide justification for the structure of debt issuance, identify policy goals and demonstrate a commitment to long-term financial planning, including a multi-year capital plan. Adherence to a debt management policy signals to rating agencies and the capital markets that a government is well managed and should meet its obligations in a timely manner.

Conditions and Purposes Of Debt Issuance

Acceptable Conditions for the Use of Debt: Prudent amounts of debt can be an equitable and cost-effective means of financing major infrastructure and capital project needs. As such, debt will be considered to finance such projects if:

1. It meets the City's goal of distributing the payments for the asset over its useful life so that benefits more closely match costs for both current and future residents;
2. It is the most cost-effective funding means available to the City, taking into account cash flow needs and other funding alternatives; or
3. It is fiscally prudent and meets the guidelines of this Policy. Any consideration of debt financing shall consider financial alternatives, including pay-as-you-go funding, proceeds derived from development or redevelopment of existing land and capital assets owned by the City, and use of existing or future cash reserves, or combinations thereof.

Acceptable Uses of Debt: The City will consider financing for the acquisition, substantial refurbishment, replacement or expansion of physical assets, including land improvements. The primary purpose of debt is to finance one of the following:

1. Acquisition and or improvement of land, right-of-way or long-term easements.
2. Acquisition of a capital asset with a useful life of three or more years.
3. Construction or reconstruction of a facility.
4. Refunding, refinancing, or restructuring debt, subject to refunding objectives and parameters discussed in the Refunding Guidelines section of the Policy.
5. Although not the primary purpose of the financing effort, project reimbursables that include project planning design, engineering and other preconstruction efforts; project-associated furniture fixtures and equipment; capitalized interest, original issuer's discount, underwriter's discount and other costs of issuance.
6. Interim or cash flow financing, such as anticipation notes.

Prohibited Uses of Debt: Prohibited uses of debt include the following:

1. Financing of operating costs except for anticipation notes with a term of less than one year.

GENERAL FINANCIAL POLICY

Page 20

2. Debt issuance used to address budgetary deficits.
3. Debt issued for periods exceeding the useful life of the asset or projects to be financed.

Use of Alternative Debt Instruments

The City recognizes that there are numerous types of financing structures and funding sources available, each with specific benefits, risks, and costs. All potential funding sources are reviewed by management within the context of the Debt Policy and the overall portfolio to ensure that any financial product or structure is consistent with the City's objectives. Regardless of what financing structure(s) is utilized, due-diligence review must be performed for each transaction, including the quantification of potential risks and benefits, and analysis of the impact on City creditworthiness and debt affordability and capacity.

Variable Rate Debt: Variable Rate Debt affords the City the potential to achieve a lower cost debt depending on market conditions. However, the City will seek to limit the use of Variable Rate Debt due to the potential risks of such instruments.

The City shall consider the use of Variable Rate Debt for the purposes of:

1. Reducing the costs of debt issues.
2. Increasing flexibility for accelerating principal repayment and amortization.
3. Enhancing the management of assets and liabilities (matching short-term "priced debt" with the City's short-term investments).
4. Diversifying interest rate exposure.

Considerations and Limitations on Variable Rate Debt: The City may consider the use of all alternative structures and modes of Variable Rate Debt to the extent permissible under State law and will make determinations among different types of modes of Variable Rate Debt based on cost, benefit, and risk factors. The Finance Director shall consider the following factors in considering whether to utilize Variable Rate Debt:

1. Any Variable Rate Debt should not exceed twenty percent (20%) of total City General Fund supported debt.
2. Any Variable Rate Debt should be fully hedged by expected future unrestricted General Fund reserve levels.
3. Whether interest cost and market conditions (including the shape of the yield curves and relative value considerations) are unfavorable for issuing fixed rate debt.
4. The likelihood of projected debt service savings when comparing the cost of fixed rate bonds.
5. Costs, implementation and administration are quantified and considered.
6. Cost and availability of liquidity facilities (lines of credit necessary for Variable Rate Debt obligations and commercial paper in the event that the bonds are not successfully remarketed) are quantified and considered.
7. Ability to convert debt to another mode (daily, monthly, fixed) or redeem at par at any time is permitted.

GENERAL FINANCIAL POLICY

Page 21

8. The findings of a thorough risk management assessment.

Risk Management – Variable Rate Debt: Any issuance of Variable Rate Debt shall require a rigorous risk assessment, including, but not limited to factors discussed in this section. Variable Rate Debt subjects the City to additional financial risks (relative to fixed rate bonds), including interest rate risk, tax risk, and certain risks related to providing liquidity for certain types of Variable Rate Debt.

The City will properly manage the risks as follows:

1. Interest Rate Risk and Tax Risk: The risk that market interest rates increase on Variable Rate Debt because of market conditions, changes in taxation of municipal bond interest, or reductions in tax rates. *Mitigation* – Limit total variable rate exposure per the defined limits and match the variable rate liabilities with short term assets.
2. Liquidity/Remarketing Risk: The risk that holders of variable rate bonds exercise their “put” option, tender their bonds, and the bonds cannot be remarketed requiring the bond liquidity facility provider to repurchase the bonds. This will result in the City paying a higher rate of interest to the facility provider and the potential rapid amortization of the repurchased bonds. *Mitigation* – Limit total direct variable-rate exposure. Seek liquidity facilities which allow for longer (five to ten years) amortization of any draws on the facility. Secure credit support facilities that result in bond ratings of the highest short-term ratings and long-term ratings not less than AA. If the City's bonds are downgraded below these levels as a result of the facility provider's ratings, a replacement provider shall be sought.
3. Liquidity/Rollover Risk: The risk that arises due to the shorter-term of most liquidity provider agreements (one to five years) relative to the longer-term amortization schedule of the City's variable-rate bonds. In particular, (1) the City may incur higher renewal fees when renewal agreements are negotiated; and (2) the liquidity bank market constricts such that it is difficult to secure third party liquidity at any interest rate. *Mitigation* – Negotiate longer-terms on provider contracts to minimize the number of rollovers.

Derivatives: The use of certain derivative products to hedge Variable Rate Debt, such as interest rate swaps, may be considered to the extent the City has such debt outstanding or under consideration. The City will exercise extreme caution in the use of derivative instruments for hedging purposes, and will consider their utilization only when sufficient understanding of the products and sufficient expertise for their appropriate use has been developed. A comprehensive derivative policy will be adopted by the City prior to any utilization of such instruments.

Refunding Guidelines

The Finance Director shall monitor, at least annually, all outstanding City debt obligations for potential refinancing opportunities. The City will consider refinancing of outstanding debt to achieve annual savings. Absent a compelling economic reason or financial benefit to the City, any refinancing should not result in any increase to the weighted average life of the refinanced debt.

The City will generally seek to achieve debt service savings which, on a net present value basis, are at least three percent (3%) of the debt being refinanced. The net present value assessment shall factor in all costs, including issuance, escrow, and foregone interest earnings of any contributed funds on hand. Any potential refinancing shall additionally consider whether an alternative refinancing opportunity with higher savings is reasonably expected in the future.

Any potential refinancing executed more than ninety days in advance of the outstanding debt optional call date shall require a higher savings threshold. Consideration of this method of refinancing shall place greater emphasis on determining whether

GENERAL FINANCIAL POLICY

Page 22

an alternative refinancing opportunity with higher savings is reasonably expected in the future.

Market Communication, Administration, and Reporting

Rating Agency Relations and Annual or Ongoing Surveillance: The Finance Director shall be responsible for maintaining the City's relationships with Standard & Poor's Ratings Services, Fitch Ratings and Moody's Investor's Service. The City is committed to maintaining, or improving upon, its existing rating levels. In addition to general communication, the Finance Director shall:

1. Ensure the rating agencies are provided updated financial information of the City as it becomes publically available.
2. Communicate with credit analysts at each agency as often as is requested by the agencies.
3. Prior to each proposed new debt issuance, schedule meetings or conference calls with agency analysts and provide a thorough update on the City's financial position, including the impacts of the proposed debt issuance.

Continuing Disclosure Compliance: The City shall remain in compliance with Security and Exchange Commission Rule 15c2-12 by filing its annual financial statements and other financial and operating data for the benefit of its bondholders within 270 days of the close of the fiscal year, or as required in any such agreement for any debt issue. The City shall maintain a log or file evidencing that all continuing disclosure filings have been made promptly.

Debt Issue Record-Keeping: A copy of all debt-related records shall be retained at the City's offices. At minimum, these records shall include all official statements, bond legal documents/transcripts, resolutions, trustee statements, leases, and title reports for each City financing (to the extent available).

Arbitrage Rebate: The use of bond proceeds and their investments must be monitored to ensure compliance with all Internal Revenue Code Arbitrage Rebate Requirements. The Chief Financial Officer shall ensure that all bond proceeds and investments are tracked in a manner which facilitates accurate calculation; and, if a rebate payment is due, such payment is made in a timely manner.

Credit Ratings

The City will consider published ratings agency guidelines regarding best financial practices and guidelines for structuring its capital funding and debt strategies to maintain the highest possible credit ratings consistent with its current operating and capital needs.

Legal Debt Limit

Section 18 of Article XVI of the California Constitution defines the absolute maximum legal debt limit for the City; however, it is not an effective indicator of the City's affordable debt capacity.

Affordability

Prior to the issuance of debt to finance a project, the City will carefully consider the overall long-term affordability of the proposed debt issuance. The City shall not assume more debt without conducting an objective analysis of the City's ability to assume and support additional debt service payments. The City will consider its long-term revenue and expenditure trends, the impact on operational flexibility and the overall debt burden on the tax payers. The evaluation process shall include a

GENERAL FINANCIAL POLICY

Page 23

review of generally accepted measures of affordability and will strive to achieve and or maintain debt levels consistent with its current operating and capital needs. The Finance Director shall review benchmarking results of other California cities of comparable size with the City's Financial Planning and Budget Subcommittee prior to any significant project financing.

General Fund-Supported Debt: General Fund Supported Debt generally includes Certificates of Participation (COPs) and Lease Revenue Bonds (LRBs) which are lease obligations that are secured by an installment sale or by a lease-back arrangement between the City and another public entity. The general operating revenues of the City are pledged to pay the lease payments, which are, in turn, used to pay debt service on the bonds or Certificates of Participation.

These obligations do not constitute indebtedness under the State constitutional debt limitation and, therefore, are not subject to voter approval.

Payments to be made under valid leases are payable only in the year in which use and occupancy of the leased property is available, and lease payments may not be accelerated. Lease financing requires the fair market rental value of the leased property to be equal to or greater than the required debt service or lease payment schedule. The lessee (City) is obligated to place in its Annual Budget the rental payments that are due and payable during each fiscal year the lessee has use of the leased property.

The City should strive to maintain its net General Fund-backed debt service at or less than eight percent (8%) of available annually budgeted revenue. This ratio is defined as the City's annual debt service requirements on Certificates of Participation and Lease Revenue Bonds compared to total General Fund Revenues net of interfund transfers. This ratio, which pertains to only General Fund-backed debt, is often referred to as "lease burden."

Revenue Bonds: Long-term obligations payable solely from specific pledged sources, in general, are not subject to a debt limitation. Examples of such long-term obligations include those which achieve the financing or refinancing of projects provided by the issuance of debt instruments that are payable from restricted revenues or user fees (Enterprise Revenues) and revenues generated from a project.

In determining the affordability of proposed revenue bonds, the City will perform an analysis comparing projected annual net revenues (exclusive of depreciation which is a non-cash related expense) to estimated annual debt service. The City should strive to maintain a coverage ratio of one hundred twenty-five percent (125%) using historical and/or projected net revenues to cover annual debt service for bonds. The City may require a rate increase to cover both operations and debt service costs, and create debt service reserve funds to maintain the required coverage ratios.

Special Districts Financing: The City's Special Districts primarily consist of 1913/1915 Act Assessment Districts (Assessment Districts). The City will consider requests for Special District formation and debt issuance when such requests address a public need or provide a public benefit. Each application will be considered on a case by case basis, and the Finance Department may not recommend a financing if it is determined that the financing could be detrimental to the debt position or the best interests of the City.

Conduit Debt: Conduit financing provides for the issuance of securities by a government agency to finance a project of a third party, such as a non-profit organization or other private entity. The City may sponsor conduit financings for those activities that have a general public purpose and are consistent with the City's overall service and policy objectives. Unless a compelling public policy rationale exists, such conduit financings will not in any way pledge the City's faith and credit.

Structure of Debt

Term of Debt: Debt will be structured with the goal of distributing the payments for the asset over its useful life so that benefits

GENERAL FINANCIAL POLICY

Page 24

more closely match costs for both current and future residents. Borrowings by the City should be of a duration that does not exceed the useful life of the improvement that it finances. The standard term of long-term borrowing is typically fifteen to thirty years.

Rapidity of Debt Payment: Accelerated repayment schedules reduce debt burden faster and reduce total borrowing costs. The Finance Department will amortize debt through the most financially advantageous debt structure and to the extent possible, match the City's projected cash flow to the anticipated debt service payments. "Backloading" of debt service will be considered only when one or more of the following occur:

1. Natural disasters or extraordinary or unanticipated external factors make payments on the debt in early years prohibitive.
2. The benefits derived from the debt issuance can clearly be demonstrated to be greater in the future than in the present.
3. Such structuring is beneficial to the City's aggregate overall debt payment schedule or achieves measurable interest savings.
4. Such structuring will allow debt service to more closely match project revenues during the early years of the project's operation.

Level Payment: To the extent practical, bonds will be amortized on a level repayment basis, and revenue bonds will be amortized on a level repayment basis considering the forecasted available pledged revenues to achieve the lowest rates possible. Bond repayments should not increase on an annual basis in excess of two percent (2%) without a dedicated and supporting revenue funding stream.

Serial Bonds, Term Bonds, and Capital Appreciation Bonds: For each issuance, the City will select serial bonds or term bonds, or both. On the occasions where circumstances warrant, Capital Appreciation Bonds (CABs) may be used. The decision to use term, serial, or CAB bonds is driven based on market conditions.

Reserve Funds: The City shall strive to maintain the fund balance of governmental or proprietary funds (based on the security for the debt) at a level equal to or greater than the maximum annual debt service of existing obligations.

Tax-Exempt and Tax-Advantaged Bonds - Post Issuance Tax Compliance

The purpose of these Post-Issuance Tax Compliance Procedures is to establish policies and procedures in connection with tax-exempt obligations, including general obligations bonds, certificates of participation, tax-exempt leases, bond anticipation notes, and also any type of "tax-advantaged" obligations (collectively, "Bonds") issued by or on behalf of the City of San Fernando (the "City"), including entities controlled by the City, such as community facilities districts or joint powers agencies (collectively, the "Issuer"), in order to ensure that the Issuer complies with all applicable post-issuance requirements of federal income tax law needed to preserve the tax-exempt or other advantaged status of the Bonds.

General

Ultimate responsibility for all matters relating to the Issuer's financings, including any refunding and refinancing, rests with the Director of Finance of the Issuer (the "Responsible Officer").

Post-Issuance Compliance Requirements

GENERAL FINANCIAL POLICY

Page 25

External Advisors / Documentation

It is the policy of the Issuer to actively participate in discussions of its tax and state law compliance requirements during and after each issuance of Bonds. Such discussions will be with bond and tax counsel, as well as any financial advisor for the Bond issue, and other parties. The Responsible Officer shall be familiar with the representations and covenants made by the Issuer in the documents executed for the Bond issue, including, as necessary, being briefed by tax counsel on the particular requirements, as set forth in the tax document (e.g., a Tax Certificate) for each Bond issue, prior to signing such document.

The Responsible Officer and other appropriate Issuer personnel shall consult with bond counsel and other legal counsel and advisors, as needed, throughout the Bond issuance process to identify requirements and to establish procedures necessary or appropriate so that the Bonds will continue to qualify for the appropriate tax status. Those requirements and procedures shall be documented in a district or issuer resolution(s), Tax Certificate(s) and/or other documents finalized at or before issuance of the Bonds. Those requirements and procedures shall include future compliance with applicable arbitrage rebate requirements and all other applicable post-issuance requirements of federal tax law throughout (and in some cases beyond) the term of the Bonds.

The Responsible Officer and other appropriate Issuer personnel also shall consult with bond counsel and other legal counsel and advisors, as needed, following issuance of the Bonds to ensure that all applicable post-issuance requirements in fact are met. This shall include consultation in connection with future contracts with respect to the use or sale of Bond-financed assets, and future contracts with respect to the use of output or throughput of Bond-financed assets (e.g., solar leases).

Whenever necessary or appropriate, the Issuer shall engage expert advisors (each a "Rebate Service Provider") to assist in the calculation of arbitrage rebate payable in respect of the investment of Bond proceeds, to prepare written rebate reports and to assist the Issuer with any requisite filings of rebate-related forms required by and payments to the Internal Revenue Service (the "IRS").

Role of the Bond Issuer

It is the Issuer's responsibility to know how Bond proceeds will be invested, and that such funds shall only be invested in permitted investments, as set forth in the authorizing resolution or other document pertaining to a given Bond issue. The investment earnings must be tracked and quantified, as the Issuer may not be able to keep all or a portion of said earnings, depending upon whether or not certain arbitrage rebate conditions are met. The investment activity data is a key component of rebate analysis and the Issuer will make sure such data is readily available for the Rebate Service Provider.

The documents governing the Issuer's tax-exempt debt obligations may provide for Bond proceeds to be administered by a trustee or any other agent, including a commercial bank or City official (as used herein, a "Trustee"), and the Issuer shall arrange for such Trustee to provide regular, periodic (e.g., monthly) statements regarding the investments and transactions involving Bond proceeds.

Unless otherwise provided as in the prior paragraph, unexpended Bond proceeds shall be tracked by the Issuer, and the investment of Bond proceeds shall be managed or overseen by the Responsible Officer. The Responsible Officer shall maintain records and shall prepare regular, periodic statements to the Issuer regarding the investments and transactions involving Bond proceeds.

Arbitrage Rebate and Yield

The Issuer has obligations to prepare or cause to be prepared calculations related to rebate for each Bond issue. Unless the

GENERAL FINANCIAL POLICY

Page 26

applicable Tax Certificate or other document sets forth bond counsel has advised the Issuer that arbitrage rebate will not be applicable to an issue of Bonds:

- The Issuer shall engage the services of a qualified Rebate Service Provider (if not performed internally), and the Issuer or the Trustee shall deliver periodic statements concerning the investment of Bond proceeds to the Rebate Service Provider on a prompt basis;
- Upon request, the Responsible Officer and other appropriate Issuer personnel shall provide to the Rebate Service Provider additional documents and information reasonably requested by the Rebate Service Provider;
- The Responsible Officer and other appropriate Issuer personnel shall monitor efforts of the Rebate Service Provider and assure payment of required rebate amounts, if any, no later than 60 days after each 5-year anniversary of the issue date of the Bonds, and no later than 60 days after the last Bond of each issue is redeemed; and
- During the construction period of each capital project financed in whole or in part by Bonds, the Responsible Officer and other appropriate Issuer personnel shall monitor the investment and expenditure of Bond proceeds and shall consult with the Rebate Service Provider to determine compliance with any applicable exceptions from the arbitrage rebate requirements during each 6-month spending period up to 6 months, 18 months or 24 months, as applicable, following the issue date of the Bonds.

The Issuer shall retain copies of all arbitrage reports, investment and expenditure records, and trustee statements as described below under "Record Keeping Requirements."

Allocation of Bond Proceeds

Within the proper timelines, which are currently no later than 18 months after expenditure or the project's placed-in-service date, but in no event after 5 years from the date of issuance of the applicable issue of new money bonds, the Issuer will allocate Bond proceeds to expenditures for rebate and private use purposes.

Use of Bond Proceeds

In order to preserve the tax-exempt or tax-advantaged status of the Bonds, the Issuer is responsible for making sure that the facilities financed or refinanced with Bond proceeds cannot be used by private businesses (or non-profit corporations or the U.S. Government) in amounts that exceed the permitted limits, or sold while the Bonds are outstanding, unless a remedial action is taken to preserve the tax-exempt or tax-advantaged status. The Responsible Officer and other appropriate Issuer personnel shall:

- Monitor the use of Bond proceeds, the use of Bond-financed assets (e.g., facilities, furnishings or equipment) and the use of output or throughput of Bond-financed assets throughout the term of the Bonds (and in some cases beyond the term of the Bonds) to ensure compliance with covenants and restrictions set forth in applicable Issuer resolutions and Tax Certificates;
- Maintain records identifying the assets or portion of assets that are financed or refinanced with proceeds of each issue of Bonds;
- Consult with Bond Counsel and other professional expert advisers in the review of any contracts or arrangements involving use or sale of Bond-financed facilities to ensure compliance with all covenants and restrictions set forth in applicable district or Issuer resolutions and Tax Certificates;

GENERAL FINANCIAL POLICY

Page 27

- Maintain records for any contracts or arrangements involving the use or sale of Bond-financed facilities as might be necessary or appropriate to document compliance with all covenants and restrictions set forth in applicable district or Issuer resolutions and Tax Certificates; and
- Meet at least [annually] with personnel responsible for Bond-financed assets to identify and discuss any existing or planned use or sale of Bond-financed, assets or output or throughput of Bond-financed assets, to ensure that those uses are consistent with all covenants and restrictions set forth in applicable district or Issuer resolutions and Tax Certificates.

All relevant records and contracts shall be maintained as described below.

Record Keeping Requirements

The Issuer will adopt, incorporate and follow procedures to maintain appropriate records while the Bonds are outstanding and up to 3 years afterward. The Issuer acknowledges that it is both prudent practice to maintain comprehensive records, but it is also necessary in the event that the IRS requests such documents in the course of an examination.

Unless otherwise specified in applicable district or Issuer resolutions or Tax Certificates, the Issuer shall maintain the following documents for the term of each issue of Bonds (including refunding Bonds, if any) plus at least three years:

- A copy of the Bond closing transcript(s) and other relevant documentation delivered to the Issuer at or in connection with closing of the issue of Bonds;
- A copy of all material documents relating to capital expenditures financed or refinanced by Bond proceeds, including (without limitation) construction contracts, purchase orders, invoices, trustee requisitions and payment records, as well as documents relating to costs reimbursed with Bond proceeds and records identifying the assets or portion of assets that are financed or refinanced with Bond proceeds;
- A copy of all contracts and arrangements involving private use of Bond-financed assets or for the private use of output or throughput of Bond-financed assets; and
- Copies of all records of investments, investment agreements, arbitrage reports and underlying documents, including trustee statements.

Section 3. Authority.

By order of City Council Resolution No. 7767 adopted by the City Council on December 5, 2016.

*This Page
Intentionally
Left Blank*

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Wendell Johnson, Director of Public Works

Date: August 5, 2024

Subject: A Public Hearing to Adopt a Resolution Pursuant to Health and Safety Code Sections 5473 and 5473a, Approving the Final Form of the Delinquent Charges Report of Past Due Accounts for Residential and Commercial Municipal Solid Waste Collection and Disposal Services, and Authorizing Submittal of the Delinquent Charges Report to the Los Angeles County Auditor-Controller for Collection on the 2024-2025 Property Tax Roll

RECOMMENDATION:

It is recommended that the City Council:

- a. Conduct a Public Hearing;
- b. Pending public testimony, adopt Resolution No. 8326 (Attachment "A") approving the final form of the Delinquent Charges Report (Exhibit "A" of Attachment "A") for past due accounts for residential and commercial municipal solid waste collection and disposal services, and authorizing submittal of the Delinquent Charges Report to the Los Angeles County Auditor-Controller for collection on the 2024-2025 property tax roll by August 9, 2024.

BACKGROUND:

1. On May 1, 2024, Republic Services, the City's franchise solid waste contractor, provided a list of 467 delinquent accounts with outstanding fees totaling \$239,840.33. Of the 467 delinquent accounts, 384 were from residential customers totaling \$169,691.12 and 83 from commercial/industrial customers totaling \$70,149.21.
2. On June 21, 2024, Republic Services provided an updated list of 284 delinquent accounts with outstanding fees totaling \$170,351.02. Of the 284 delinquent accounts, 231 were from residential customers totaling \$123,145.11 and 53 from commercial/industrial customers totaling \$47,205.91.

A Public Hearing to Adopt a Resolution Pursuant to Health and Safety Code Sections 5473 and 5473a, Approving the Final Form of the Delinquent Charges Report of Past Due Accounts for Residential and Commercial Municipal Solid Waste Collection and Disposal Services, and authorizing submittal of the Delinquent Charges Report to the Los Angeles County Auditor-Controller for Collection on the 2024-2025 Property Tax Roll

Page 2 of 4

3. On July 15, 2024, the City Council approved Resolution No. 8315, setting a Public Hearing date for August 5, 2024, to consider the final form of the Delinquent Charges Report for residential and commercial/industrial municipal solid waste collection and disposal services, and to authorize submittal of the Delinquent Charges Report to the Los Angeles County Auditor-Controller for collection on the 2024-2025 property tax roll.

ANALYSIS:

At the July 15, 2024, the City Council directed staff to bring back to the next scheduled Council meeting, an amendment to Republic Service's collection service agreement which includes language prohibiting the discontinuation of trash pickup services due to a customer's account being delinquent. That item is being considered separately on tonight's agenda. Staff was also directed to revise the residential delinquent account list to remove all balances under \$316.00 (i.e. the approximate cost of one year of service) and the remaining accounts delinquent assessment should be a maximum of \$316.00. The updated assessment schedule is included as Attachment "A," Exhibit "A."

On July 25, 2024, Republic Services provided the City with an updated list with 284 delinquent accounts with outstanding fees totaling \$144,891.57. Of the 284 delinquent accounts, 197 were from residential customers totaling \$102,657.48 and 45 from commercial/industrial customers totaling \$42,205.91. After sending notices, 34 residential accounts and five commercial/industrial accounts either paid their dues or entered into payment plans.

Per Council's direction to only assess delinquent residential accounts with a balance of \$316.00 or more and only allowing a maximum of \$316.00 to be assessed even if a balance is greater, the total proposed assessment has been reduced to 134 accounts for a total of \$42,344. Pending City Council approval, the amounts included in Attachment "A," Exhibit "A" will be provided to the County of Los Angeles for inclusion on the Property Tax bill.

The City Council has the option to modify the Delinquent Charges Report before placing it on the tax roll, in case of discrepancies or errors. This may occur if a customer/property owner is able to prove that the account was never delinquent or that there is an error in the report for which a correction is justified. Any modifications must be processed by August 7, 2024, and the final report will be forwarded to the Los Angeles County Auditor-Controller on August 9, 2024, for inclusion on the 2024-2025 property tax roll.

A Public Hearing to Adopt a Resolution Pursuant to Health and Safety Code Sections 5473 and 5473a, Approving the Final Form of the Delinquent Charges Report of Past Due Accounts for Residential and Commercial Municipal Solid Waste Collection and Disposal Services, and authorizing submittal of the Delinquent Charges Report to the Los Angeles County Auditor-Controller for Collection on the 2024-2025 Property Tax Roll

Page 3 of 4

Assessment Process

Authority to collect delinquent solid waste fees on the tax roll is granted by Health & Safety Code Section 5473 and 5473a. The City Council established procedures through Ordinance No. 1655, in accordance with these statutes, which authorizes the submission of a final form of a delinquent charges report for past due accounts to the Los Angeles County Auditor-Controller for collection on the property tax roll. To initiate this process, the local solid waste hauler must attempt multiple collection efforts, first by notifying the customer and then both the customer and property owner (if they are different). The City Council may approve placing specific delinquent sums on the tax roll with a 2/3 vote.

Placing delinquent sums on the property tax roll is conditioned upon Republic Services meeting the following pre-conditions set in the Agreement which includes the following:

- A solid waste bill is past due if not paid within 30 days of the due date, or a longer grace period, if agreed upon with the customer.
- Once a bill is past due, Republic must issue a delinquency notice to the customer.
- A second delinquency notice is issued if the bill is not paid within 30 days after being deemed past due, and a copy is sent to the property owner, if different from the customer.
- Delinquency notices must include statements of past due status, service period details, payment instructions, dispute procedures, and a bold notice about potential city tax lien collection.
- Republic may submit a schedule of unpaid delinquent billings to the City by May 1 each year for property tax roll collection by the Los Angeles County Assessor.
- Accounts unpaid for 90 days may be placed on a delinquent charges report submitted for property tax collection.

In accordance with State and local guidelines, the following actions have been completed to satisfy noticing requirements:

- Mail Notice.
On July 16th then again on July 23, 2024, Republic Services sent out letter notices to both account holders and property owners. The notices provided information on delinquent billing amounts and the option of setting a payment plan. The notices specify a final payment due date of July 25, 2024, for account holders to bring accounts current. Attachment "B" is a sample notice provided to account holders and/or property owners.

A Public Hearing to Adopt a Resolution Pursuant to Health and Safety Code Sections 5473 and 5473a, Approving the Final Form of the Delinquent Charges Report of Past Due Accounts for Residential and Commercial Municipal Solid Waste Collection and Disposal Services, and authorizing submittal of the Delinquent Charges Report to the Los Angeles County Auditor-Controller for Collection on the 2024-2025 Property Tax Roll

Page 4 of 4

- City Notice

On July 18, 2024, the City mailed out Notice of Public Hearing to Account Holders/property owners.

- Public Notice and Annual Report.

Notice was published in the San Fernando Valley Sun Newspaper on July 25, 2024 and August 1, 2024, which included the time and place of the Public Hearing where the City Council will consider submission of the final form of the Delinquent Charges Report for past due accounts to the Los Angeles County Auditor-Controller. Attachment "C" is a copy of the published Public Hearing notice. As stated in the Public Notice, "The written report describing each parcel of real property receiving solid waste collection service for which payment is delinquent was made available for review at the Department of Public Works."

BUDGET IMPACT:

The City receives a payment from the Los Angeles County Auditor-Controller when property owners pay their property tax bill, and the City remits the payment to Republic Services after taking a five percent (5%) administration fee to reimburse the City for staff costs.

CONCLUSION:

It is recommended that the City Council approve Resolution No. 8326, approving the final form of the Delinquent Charges Report for past due accounts for residential and commercial/industrial municipal solid waste collection and disposal services, and authorizing submittal of the Delinquent Charges Report to the Los Angeles County Auditor-Controller for collection on the 2024-2025 Property Tax Roll by August 9, 2024.

ATTACHMENTS:

- A. Resolution No. 8325
Exhibit "A" – Final Form Delinquent Charges Report
- B. Mailing Notice
- C. Public Hearing/Delinquent Property List

RESOLUTION NO. 8326

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, APPROVING THE FINAL FORM OF THE DELINQUENT CHARGES REPORT FOR PAST DUE ACCOUNTS FOR RESIDENTIAL AND COMMERCIAL/INDUSTRIAL MUNICIPAL SOLID WASTE COLLECTION AND DISPOSAL SERVICES PROVIDED BY REPUBLIC SERVICES FROM APRIL 1, 2023, THROUGH MARCH 31, 2024 AND DIRECTING THAT THE SAME BE SUBMITTED TO THE LOS ANGELES COUNTY AUDITOR-CONTROLLER FOR COLLECTION ON THE 2024-2025 PROPERTY TAX ROLL AS PERMITTED UNDER HEALTH AND SAFETY CODE SECTION 5473A

WHEREAS, on the May 16, 2016, the City Council adopted Ordinance No. 1655 declaring that periodically the City shall, by resolution, collect delinquent fees or charges for solid waste and recyclables collection services incurred by a customer on the tax roll for collection by the Los Angeles County Auditor-Controller Office; and

WHEREAS, the City Council has received a report (the "Report") which was prepared in accordance with California Health and Safety Code Sections 5473 and 5473(a), containing a sufficiently detailed summary of information relating to certain delinquent accounts of customers for municipal solid waste collection, recycling, transport and disposal services which are subject to collection pursuant to the provisions set forth in Ordinance 1655; and

WHEREAS, the City's staff has verified that all noticing requirements of Ordinance 1655, as relates to all accounts appearing in the Report, have been complied with; and

WHEREAS, on the July 17, 2024, the City Council adopted Resolution No. 8315, setting a Public Hearing date for August 5, 2024, to consider the final form of the Delinquent Charges Report for residential and commercial/industrial municipal solid waste collection and disposal services, and to authorize submittal of the Delinquent Charges Report to the Los Angeles County Auditor-Controller for collection on the 2024-2025 property tax roll; and

WHEREAS, on July 18, 2024, written notice was provided to all account holders and property owners by United States mail, with postage properly affixed, that on August 5, 2024 at 6:00 p.m., or as soon thereafter as possible, a public hearing shall be held to hear the above mentioned report and any objections or protests thereto. Said notice was mailed, as required by law, more than ten (10) days prior to the hearing. In addition, a list of the delinquent service addresses was published in The San Fernando Valley Sun on July 25, 2024 and August 1, 2024, as required by California Health and Safety Code Section 5470-5474.10; and

WHEREAS, on August 5, 2024, the City conducted a public hearing in accordance with Health and Safety Code Section 5473a to identify delinquent commercial municipal solid waste collection, transport, recycling and disposal service rate amounts, as more fully identified in the

Report, payable for services rendered by Republic Services from April 1, 2023 through March 31, 2024; and

WHEREAS, the delinquent payable amounts shall be collected on the tax roll for the City and County Tax Year 2024-2025 in the same manner and at the same time with *ad valorem* property taxes.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY RESOLVE, FIND, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. The City Council hereby finds and determines that the City has given notice of publication to all interested persons of the public hearing as ordered by applicable law, and that on August 5, 2024 a full, fair and complete public hearing was conducted by the City Council on this matter as provided by applicable law. A copy of the proof of publication of the notice of the public hearing is on file as an official record of the Office of the City Clerk.

SECTION 2. The City Council hereby acknowledges receipt of a written Report, as attached hereto as Exhibit "A" and incorporated herein by this reference (the "Final Report"). The Final Report will incorporate the changes, corrections, modifications, exceptions and deletions to the Report based upon comments received by the City Council from interested persons during the public hearing on August 5, 2024.

SECTION 3. Pursuant to Health and Safety Code Sections 5473 and 5473a, the City Council hereby orders that the delinquent charges in the amounts indicated for each Customer in the Final Report, shall be collected for the City by the Los Angeles County Tax Collector on the 2024-2025 tax roll. The Los Angeles County Auditor Controller is hereby requested to enter the amounts of the delinquent charges as shown in the final Report against the respective lots or parcels of land as they appear on the current assessment roll.

SECTION 4. The City Council hereby authorizes and directs the Director of Public Works to make such additional administrative corrections to the Final Report as may be necessary or appropriate and to delete the name of each Customer from the Final Report, who may have completed payment in full of the delinquent amount by August 7, 2024, who is otherwise determined, in writing, by the Director of Public Works to be eligible for removal from the Final Report, prior to its certification and delivery to the Los Angeles County Auditor.

SECTION 5. The City Clerk, in cooperation with the Director of Public Works, is hereby authorized and directed to modify, if necessary, the Final Report, as may be modified pursuant to Section 5 of this Resolution, and certified as the Final Report for tax year 2024-2025 and filed with the Office of the Auditor-Controller of Los Angeles County, in the manner provided in Health and Safety Code Section 5473.4.

SECTION 6. The City Manager is hereby authorized and directed to execute any necessary or appropriate modification to the direct local assessment and collection agreement

by and between Los Angeles County and the City as may be necessary or appropriate to facilitate the collection of the delinquent amounts as described in the Final Report on the tax roll for 2024-2025. The relevant information included in the Final Report shall be transmitted to the Auditor-Controller in an appropriate record format in order to facilitate such collection. Upon remittance to the City of the charges identified in the Final Report which are collected by the County Tax Collector for each of the Customers identified in the Final Report, such amounts shall be remitted by the City to the Company, less the administrative fee and Franchise Fees and other fees due to the City.

SECTION 7. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Resolution or any part thereof, is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of the Resolution or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more of these sections, subsections, subdivisions, paragraphs, sentences, clauses, phrases or portions thereof, irrespective of the fact that any one or more of these sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases may later be held or declared to be invalid.

SECTION 8. The Mayor shall sign this resolution, and the City Clerk shall attest and certify the passage and adoption thereof. The City Clerk shall cause a certified copy of this Resolution to be recorded in the Official Records of the County of Los Angeles.

PASSED, APPROVED, AND ADOPTED this 5th day of August, 2024.

Celeste T. Rodriguez, Mayor of the City of
San Fernando, California

ATTEST:

Julia Fritz, City Clerk

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8326 which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 5th day of August 2024, by the following vote of the City Council:

AYES:

NAYS:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this 5th day of August, 2024.

Julia Fritz, City Clerk

LOB		Balance (3/31/2024)	Parcel	Site Address 1	Site Address 2	Site Address 3
1	Co	8,497.91	2524015036	660	ARROYO	ST
2	Co	2,261.56	2522003033	1002	SAN FERNANDO	RD
3	Co	2,167.28	2520007011	1807	1ST	ST
4	Co	1,391.03	2518009018	513	MACLAY	AVE
5	Co	1,231.17	2520001011	1912	1ST	ST
6	Co	1,216.50	2522002007	1023	SAN FERNANDO	RD
7	Co	1,155.11	2518008013	455	MACLAY	AVE
8	Co	1,125.06	2522003033	910	SAN FERNANDO	RD
9	Ind	1,025.78	7110404072	1530	1ST	ST
10	Co	1,017.80	2522003005	1016 1/2	SAN FERNANDO	RD
11	Co	1,012.59	2522002001	903	SAN FERNANDO	RD
12	Co	943.25	2522003033	905	CELIS	ST
13	Co	883.45	0	1139	SAN FERNANDO	RD
14	Co	883.45	0	1147	SAN FERNANDO	RD
15	Co	883.45	2521032001	1102	SAN FERNANDO	RD
16	Co	883.45	2521032001	1106	SAN FERNANDO	RD
17	Co	883.45	2521032007	1150	SAN FERNANDO	RD
18	Co	883.45	2521032013	1118	SAN FERNANDO	RD
19	Co	883.45	2522002006	1017	SAN FERNANDO	RD
20	Co	883.45	2522002006	1019	SAN FERNANDO	RD
21	Co	883.45	2522002006	1021	SAN FERNANDO	RD
22	Co	883.45	2522003013	1042	SAN FERNANDO	RD
23	Co	878.22	2522002007	1019 1/2	SAN FERNANDO	RD
24	Co	815.87	2519005002	202	MACLAY	AVE
25	Co	751.21	2516029003	15	MACLAY	AVE
26	Co	693.82	2516019024	1161	MACLAY	AVE
27	Co	643.27	2522003005	1016	SAN FERNANDO	RD
28	Co	589.61	2518009018	513	MACLAY	AVE
29	Co	563.11	2520016017	231	HARPS	ST
30	Co	560.69	2521032009	1135	CELIS	ST
31	Co	560.69	2522002008	1025	SAN FERNANDO	RD
32	Co	560.69	2522003014	1044	SAN FERNANDO	RD
33	Co	478.18	4825820000	1109	SAN FERNANDO	RD
34	Co	433.00	2522002001	901 1/2	SAN FERNANDO	RD
35	Co	421.45	2522003009	1030 1/2	SAN FERNANDO	RD
36	Co	406.62	2522003032	1022	SAN FERNANDO	RD
37	Co	375.53	2521033002	1111	SAN FERNANDO	RD
38	Co	358.86	2521032002	1110	SAN FERNANDO	RD
39	Co	314.82	2522002010	1031	SAN FERNANDO	RD
40	Ind	245.08	2517028002	409	ORANGE GROVE	AVE
41	Ind	244.51	2515008024	705	ARROYO	ST
42	Ind	130.49	2517008010	1932	CHIVERS	ST
43	Ind	130.49	2613006038	1018	WOODWORTH	ST
44	Co	120.26	2522003009	1032	SAN FERNANDO	RD
45	Co	78.08	2516024012	1035	MACLAY	AVE

LOB	Balance (3/31/2024)	Amount to be Assessed	Parcel	Site Address 1	Site Address 2	Site Address 3
1	Resi	1,417.01	316.00	2515019008	902 BRAND	BLVD
2	Resi	1,391.69	316.00	2517013004	14020 HUBBARD	ST
3	Resi	1,305.33	316.00	2520015019	323 HARPS	ST
4	Resi	1,184.77	316.00	2521021033	1241 CORONEL ST	
5	Resi	1,178.67	316.00	2517007024	2033 7TH	ST
6	Resi	1,136.50	316.00	2519005004	204 MACLAY	AVE
7	Resi	1,067.64	316.00	2517013038	2038 LUCAS ST	
8	Resi	1,018.00	316.00	2522025017	719 MOTT	ST
9	Resi	993.03	316.00	2613002045	1006 BRAND	BLVD
10	Resi	988.03	316.00	2516016002	1106 ORANGE GROVE	AVE
11	Resi	986.75	316.00	2516032027	858 ALEXANDER	ST
12	Resi	985.89	316.00	2613007007	1230 MOTT	ST
13	Resi	973.81	316.00	2517013049	821 FAYECROFT	ST
14	Resi	965.21	316.00	2513002034	2041 8TH	ST
15	Resi	964.11	316.00	2613010031	717 KALISHER	ST
16	Resi	963.21	316.00	2519013009	513 GRISWOLD	AVE
17	Resi	963.21	316.00	2520016009	203 HARPS	ST
18	Resi	963.21	316.00	2522009003	1012 KEWEN	ST
19	Resi	943.34	316.00	2521014003	1310 PICO	ST
20	Resi	940.95	316.00	2516025007	1207 7TH	ST
21	Resi	932.93	316.00	2521027021	561 MACLAY	AVE
22	Resi	921.83	316.00	2515021024	843 GRISWOLD	AVE
23	Resi	917.39	316.00	2517005024	2043 CHIVERS	ST
24	Resi	908.81	316.00	2522025014	733 MOTT	ST
25	Resi	906.46	316.00	2517018020	635 LAZARD	ST
26	Resi	905.82	316.00	2516006022	1602 WARREN	ST
27	Resi	901.75	316.00	2517027018	518 LAZARD	ST
28	Resi	901.75	316.00	2518002002	453 FERMOORE	ST
29	Resi	900.58	316.00	2518005014	438 HARDING	AVE
30	Resi	878.84	316.00	2515014003	916 GLENOAKS	BLVD
31	Resi	854.28	316.00	2522024010	717 GRIFFITH	ST
32	Resi	850.47	316.00	2612007005	1535 PICO	ST
33	Resi	839.58	316.00	2522009003	1012 KEWEN	ST
34	Resi	832.40	316.00	2612014018	556 JACKMAN	AVE
35	Resi	828.62	316.00	2520007014	121 HUNTINGTON	ST
36	Resi	820.15	316.00	2519016024	305 GRISWOLD	AVE
37	Resi	818.93	316.00	2516033019	830 HAGAR	ST
38	Resi	789.86	316.00	2518028005	633 HAGAR	ST
39	Resi	786.91	316.00	2520006014	202 ORANGE GROVE	AVE
40	Resi	779.99	316.00	2520014003	1512 4TH	ST
41	Resi	777.39	316.00	2522008009	1032 HEWITT	ST
42	Resi	763.36	316.00	2518030017	714 HAGAR	ST
43	Resi	762.36	316.00	2521026022	603 MACLAY	AVE
44	Resi	762.36	316.00	2521015027	1329 PICO	ST
45	Resi	762.36	316.00	2521028005	1118 HOLLISTER	ST
46	Resi	762.36	316.00	2522029006	626 HOLLISTER	ST
47	Resi	762.36	316.00	2612007011	1503 PICO	ST
48	Resi	762.36	316.00	2517001017	2019 KNOX	ST
49	Resi	761.39	316.00	2513020061	1117 8TH	ST
50	Resi	759.74	316.00	2516010002	1815 7TH	ST
51	Resi	742.23	316.00	2518003018	426 FERMOORE	ST
52	Resi	741.32	316.00	2522021034	714 CORONEL	ST
53	Resi	730.85	316.00	2520023011	215 HAGAR	ST
54	Resi	715.15	316.00	2516013002	1010 FERMOORE	ST
55	Resi	714.71	316.00	2515002004	920 DE GARMO	ST
56	Resi	714.71	316.00	2516011014	1721 7TH	ST
57	Resi	714.71	316.00	2517012010	1940 WARREN	ST
58	Resi	714.71	316.00	2517026003	415 LAZARD	ST

LOB	Balance (3/31/2024)	Amount to be Assessed	Parcel	Site Address 1	Site Address 2	Site Address 3
59	Resi	714.71	316.00	2520004036	2002 4TH	ST
60	Resi	714.71	316.00	2521025015	1235 GRIFFITH	ST
61	Resi	714.71	316.00	2522012024	509 CHATSWORTH	DR
62	Resi	705.47	316.00	2521005014	1443 CORONEL	ST
63	Resi	704.47	316.00	2517006006	1075 ORANGE GROVE	AVE
64	Resi	702.05	316.00	2522026004	616 GRIFFITH	ST
65	Resi	699.84	316.00	2517026004	421 LAZARD	ST
66	Resi	696.39	316.00	2520016009	203 HARPS	ST
67	Resi	692.88	316.00	2522010012	1041 MOTT	ST
68	Resi	685.58	316.00	2613007006	1226 MOTT	ST
69	Resi	684.71	316.00	2520024006	128 ALEXANDER	ST
70	Resi	679.69	316.00	2522021013	714 PICO	ST
71	Resi	672.79	316.00	2612021011	707 JACKMAN	AVE
72	Resi	668.69	316.00	2613010010	1327 OMELVENY	AVE
73	Resi	662.11	316.00	2516002021	829 FERMOORE	ST
74	Resi	659.50	316.00	2518011019	1317 LIBRARY	ST
75	Resi	644.97	316.00	2522025002	663 WOLFSKILL	ST
76	Resi	627.59	316.00	2516032025	848 ALEXANDER	ST
77	Resi	625.50	316.00	2516027033	1121 WARREN	ST
78	Resi	625.03	316.00	2518005011	432 HARDING	AVE
79	Resi	619.98	316.00	2518025021	709 HARPS	ST
80	Resi	619.29	316.00	2513031018	927 8TH	ST
81	Resi	615.87	316.00	2521003027	1417 CELIS	ST
82	Resi	608.40	316.00	2522022012	507 WOLFSKILL	ST
83	Resi	603.02	316.00	2515025017	1124 NEWTON	ST
84	Resi	600.09	316.00	2520023008	232 ALEXANDER	ST
85	Resi	594.19	316.00	2520012019	215 FERMOORE	ST
86	Resi	593.05	316.00	2521027008	1142 HEWITT	ST
87	Resi	581.15	316.00	2521028005	1118 HOLLISTER	ST
88	Resi	568.31	316.00	2521028006	1124 HOLLISTER	ST
89	Resi	562.36	316.00	2521014028	1332 PICO	ST
90	Resi	560.86	316.00	2515013022	713 BRAND	BLVD
91	Resi	554.98	316.00	2522027014	616 WOLFSKILL	ST
92	Resi	551.40	316.00	2517008002	1011 ORANGE GROVE	AVE
93	Resi	550.76	316.00	2522030008	612 CORONEL	ST
94	Resi	547.44	316.00	2517002017	1966 8TH	ST
95	Resi	537.75	316.00	2612009017	1607 CORONEL	ST
96	Resi	526.04	316.00	2515018018	901 BRAND	BLVD
97	Resi	525.11	316.00	2518012023	538 HARDING	AVE
98	Resi	525.09	316.00	2518007001	1223 4TH	ST
99	Resi	521.40	316.00	2522029010	646 HOLLISTER	ST
100	Resi	517.71	316.00	2518029008	726 ALEXANDER	ST
101	Resi	504.88	316.00	2516017019	1529 KNOX	ST
102	Resi	501.01	316.00	2515020016	860 BRAND	BLVD
103	Resi	500.00	316.00	2518026025	1316 GLENOAKS	BLVD
104	Resi	500.00	316.00	2522011002	611 BRAND	BLVD
105	Resi	490.37	316.00	2516018018	1423 KNOX	ST
106	Resi	482.67	316.00	2613011007	803 KALISHER	ST
107	Resi	480.11	316.00	2517009022	969 MEYER	ST
108	Resi	478.31	316.00	2522019024	707 PICO	ST
109	Resi	471.91	316.00	2519008006	437 BRAND	BLVD
110	Resi	471.91	316.00	2613002076	614 OMELVENY	AVE
111	Resi	464.71	316.00	2517002031	1915 KNOX	ST
112	Resi	464.31	316.00	2516010013	1058 ORANGE GROVE	AVE
113	Resi	438.40	316.00	2521010009	1338 KEWEN	ST
114	Resi	436.82	316.00	2517006019	1972 PHILLIPPI	ST
115	Resi	433.71	316.00	2522030011	605 HOLLISTER	ST
116	Resi	433.45	316.00	2522010014	1031 MOTT	ST

LOB	Balance (3/31/2024)	Amount to be Assessed	Parcel	Site Address 1	Site Address 2	Site Address 3
117 Resi	430.13	316.00	2518011019	502 HARPS		ST
118 Resi	428.71	316.00	2516008014	1729 WARREN		ST
119 Resi	428.71	316.00	2522009003	1012 1/2 KEWEN		ST
120 Resi	428.71	316.00	2522022012	507 1/2 WOLFSKILL		ST
121 Resi	425.87	316.00	2515011001	704 GLENOAKS		BLVD
122 Resi	423.71	316.00	2516021019	1320 PHILLIPPI		ST
123 Resi	405.35	316.00	2517026011	444 MEYER		ST
124 Resi	395.57	316.00	2522028013	637 KEWEN		ST
125 Resi	386.86	316.00	2613006065	1017 WOODWORTH		ST
126 Resi	376.51	316.00	2521008009	552 HUNTINGTON		ST
127 Resi	373.11	316.00	2515017009	908 MACLAY		AVE
128 Resi	372.48	316.00	2517011012	2013 LUCAS		ST
129 Resi	372.35	316.00	2516008010	1718 7TH		ST
130 Resi	362.48	316.00	2519016032	315 JESSIE		ST
131 Resi	354.60	316.00	2516022040	1213 PHILLIPPI		ST
132 Resi	353.81	316.00	2522007014	1628 CORONEL		ST
133 Resi	351.36	316.00	2517012015	1964 WARREN		ST
134 Resi	342.39	316.00	2521014022	1315 CORONEL		ST
Total:	92,663.06	42,344.00				



NOTICE OF A PUBLIC HEARING OF CITY COUNCIL OF THE CITY OF SAN FERNANDO TO CONSIDER PLACEMENT OF ASSESSMENTS ON REAL PROPERTY FOR NON-PAYMENT OF RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION SERVICES BILLINGS AS OF JULY 25, 2024, ON THE LOS ANGELES COUNTY TAX ROLLS

NOTICE IS HEREBY GIVEN that the City Council of the City of San Fernando, California, will hold a public hearing in the Council Chambers at City Hall, 117 Macneil Street, San Fernando, beginning at 6:00 p.m., on August 5, 2024, to consider the following:

Pursuant to Health and Safety Code Section 5473(a), a written report has been filed with the City Clerk of the City of San Fernando. The report contains a description of each parcel of real property receiving solid waste collection service, for which payment is delinquent and containing the amount of delinquent solid waste collection service charges, for each such parcel for the period ending March 31, 2024, computed in conformity with the charges prescribed in Chapter 70 of the San Fernando Municipal Code.

The purpose of the hearing is to determine whether the delinquent solid waste collection charges described in said report shall be collected on the tax roll in the same manner, by the same person and at the same time as, together with and not separately from, the general taxes of the City of San Fernando. This means that, if the delinquent charges are not paid in a timely manner, they may be assessed against the property and collected as a tax lien.

The written report describing each parcel of real property receiving solid waste collection service for which payment is delinquent is available for review at the Department of Public Works between the hours of 7:30 a.m. and 5:30 p.m., Monday through Thursday, and Fridays between the hours of 8:00 a.m. and 5 p.m. Please contact the Department of Public Works at (818) 898-1222 if you would like to schedule an appointment to review the report of parcels that are currently delinquent in their payment of solid waste collection services fees.

If you wish to protest the charges you may respond to this notice verbally at the public hearing and/or in writing before the public hearing and submit to the City Council by letter (for mail or hand delivery) to:

**City of San Fernando
Julia Fritz, City Clerk
Protest Assessment Charges
117 Macneil Street
San Fernando, CA 91340**

An opportunity will be given at said hearing for all interested persons to be heard. Questions regarding this matter may be directed to City of San Fernando Public Works Department at (818) 898-1222.

To avoid having an assessment placed against your property, you must make a payment directly to the City's refuse services contractor, Republic Services, by Tuesday, August 6, 2024. When making payment please write **ASSESSMENT** on your payment envelope as well as your check. The contractor's contact information is:

**Republic Services
Attn: Assessment Payment Processing
12949 Telegraph Road
Santa Fe Springs, CA 90670
Telephone: (562) 347-4016**

Dated this 1st day of August, 2024
City of San Fernando, California

Julia Fritz, City Clerk

**AVISO DE AUDIENCIA PÚBLICA DEL CONCILIO MUNICIPAL DE LA CIUDAD DE
SAN FERNANDO PARA CONSIDERAR PONER UN EMBARGO PREVENTIVO DE
IMPUESTOS SOBRE BIENES INMUEBLES A CAUSA DE IMPAGO DE COLECCION
DE DESECHOS SOLIDOS DE SERVICIOS COMERCIALES EN LA LISTA DE
IMPUESTOS DEL CONDADO DE LOS ANGELES A PARTIR DEL 25 DE JULIO DEL
2024**

SE DA POR EL PRESENTE AVISO que el Concilio Municipal de la Ciudad de San Fernando, California, tendrá una audiencia pública en la cámara del concilio ubicado en el Ayuntamiento (City Hall), 117 Macneil Street, San Fernando, comenzando a las 6:00 p.m., el 5 de agosto del 2024 para considerar lo siguiente:

Conforme al Código de Salud y Seguridad (Health and Safety Code) Sección 5473(a), un reporte por escrito debe ser archivado con la secretaria municipal de la Ciudad de San Fernando. El reporte contiene una descripción de cada parcela de bienes inmuebles que reciben servicios de colección de desechos sólidos, por cuales los pagos de servicio están delincuentes y el monto de cargos delincuentes de servicio de colección de desechos sólidos, para cada parcela del periodo que termina el 31 de marzo del 2024, computado conforme los cargos prescrito en Capítulo 70 del Código Municipal de San Fernando.

El propósito de esta audiencia pública es para determinar si los cargos atrasados de colección de desechos sólidos descritos en el reporte deben ser colectados en la lista de impuestos de misma manera, por la misma persona, y al mismo tiempo, junto con y no separado de, los impuestos generales de San Fernando. Esto quiere decir que, si los cargos atrasados no son pagados a tiempo, se pueden cargar contra la propiedad y cobrarse como embargo preventivo.

El reporte que describe cada parcela de bienes inmuebles que reciben servicio de colección de desechos sólidos por cual el pago este atrasado y ahora está disponible para su repaso en el Departamento de Obras Publicas entre las 7:30 a.m. y 5:30 p.m., lunes a jueves, y viernes entre 8:00 a.m. y 5:00 p.m. Por favor comuníquese con el Departamento de Obras Publicas al (818) 898-1222 si desea hacer una cita para ver el reporte de parcelas que están atrasados con su fractura de cargos de servicio de colección de desechos sólidos.

Si desea protestar los cargos usted puede responder a esta notificación verbalmente en la audiencia pública y/o por escrito antes de la audiencia pública y entregar al Concilio Municipal por carta (por correo o entrega en persona) a:

**City of San Fernando
Julia Fritz, City Clerk
Protest Assessment Charges
117 Macneil Street
San Fernando, CA 91340**

En la audiencia pública se le dará una oportunidad a aquellos que estén interesados en ser escuchados. Preguntas acerca de este tema pueden ser dirigidas a Ciudad de San Fernando Departamento de Obras Públicas, (818) 898-1222.

Para evitar que un embargo preventivo sea puesto sobre su propiedad debe hacer su pago directamente al contratista de la Ciudad, Republic Services, antes del martes 6 de agosto. Cuando haga su pago favor de escribir **ASSESSMENT** en el sobre al igual que en su cheque. La información del contratista es:

**Republic Services
Attn: Assessment Payment Processing
12949 Telegraph Road
Santa Fe Springs, CA 90670
Telephone: (562) 347-4016**

Fechada el día 1 de agosto, 2024
Ciudad de San Fernando, California

Julia Fritz, Secretaria Municipal

REPORT OF RESIDENTIAL PARCELS DELINQUENT | INFORME DE PARCELAS RESIDENCIALES CON CARGOS
ATRASADOS:

	<u>MAILING ADDRESS</u> <u>DIRECCIÓN DE CORREO</u>	<u>SERVICE ADDRESS</u> <u>DIRECCIÓN DE SERVICIO</u>	<u>TOTAL DUE</u> <u>TOTAL ADEUDADO</u>
1	902 N BRAND BLVD	902 BRAND BLVD	1,417.01
2	14202 HUBBARD ST	14020 HUBBARD ST	1,391.69
3	323 HARPS ST #1	323 HARPS ST	1,305.33
4	4307 ADMIRAL WAY	1241 CORONEL ST	1,184.77
5	2033 7TH ST	2033 7TH ST	1,178.67
6	208 N MACLAY AVE	204 MACLAY AVE	1,136.50
7	12744 FOOTHILL BLVD	2038 LUCAS ST	1,067.64
8	719 MOTT ST	719 MOTT ST	1,018.00
9	637 OMELVENY AVE	1006 BRAND BLVD	993.03
10	1106 ORANGE GROVE AVE	1106 ORANGE GROVE AVE	988.03
11	856 N ALEXANDER ST	858 ALEXANDER ST	986.75
12	13922 REX ST	1230 MOTT ST	985.89
13	821 FAYECROFT ST	821 FAYECROFT ST	973.81
14	13421 GLADSTONE AVE	2041 8TH ST	965.21
15	717 S KALISHER ST	717 KALISHER ST	964.11
16	1603 PICO ST	513 GRISWOLD AVE	963.21
17	203 HARPS ST	203 HARPS ST	963.21
18	1012 KEWEN ST	1012 KEWEN ST	963.21
19	5720 HARPY EAGLE AVE	1310 PICO ST	943.34
20	1207 7TH ST	1207 7TH ST	940.95
21	561 S MACLAY AVE	561 MACLAY AVE	932.93
22	834 GRISWOLD AVE	843 GRISWOLD AVE	921.83
23	PO BOX 941	2043 CHIVERS ST	917.39
24	733 MOTT ST	733 MOTT ST	908.81
25	635 N LAZARD ST	635 LAZARD ST	906.46
26	1602 WARREN ST	1602 WARREN ST	905.82
27	1004 E GARFIELD AVE APT 7	518 LAZARD ST	901.75
28	453 FERMOORE ST	453 FERMOORE ST	901.75
29	19512 LORNE ST	438 HARDING AVE	900.58
30	17321 CAGNEY ST	916 GLENOAKS BLVD	878.84
31	717 GRIFFITH ST	717 GRIFFITH ST	854.28
32	1535 PICO ST	1535 PICO ST	850.47
33	1012 KEWEN ST	1012 KEWEN ST	839.58
34	556 JACKMAN AVE	556 JACKMAN AVE	832.40
35	121 N HUNTINGTON ST	121 HUNTINGTON ST	828.62
36	12501 BRADLEY AVE	305 GRISWOLD AVE	820.15
37	4020 ELLENITA AVE	830 HAGAR ST	818.93
38	633 N HAGAR ST	633 HAGAR ST	789.86
39	202 ORANGE GROVE AVE	202 ORANGE GROVE AVE	786.91
40	11459 SPROULE AVE	1512 4TH ST	779.99

REPORT OF RESIDENTIAL PARCELS DELINQUENT | INFORME DE PARCELAS RESIDENCIALES CON CARGOS
(continued) **ATRASADOS (continuado):**

	<u>MAILING ADDRESS</u> <u>DIRECCIÓN DE CORREO</u>	<u>SERVICE ADDRESS</u> <u>DIRECCIÓN DE SERVICIO</u>	<u>TOTAL DUE</u> <u>TOTAL ADEUDADO</u>
41	22411 DRIFTWOOD CT	1032 HEWITT ST	777.39
42	714 N HAGAR ST	714 HAGAR ST	763.36
43	603 S MACLAY AVE	603 MACLAY AVE	762.36
44	537 N WORKMAN ST	1329 PICO ST	762.36
45	8910 AMESTOY AVE	1118 HOLLISTER ST	762.36
46	626 HOLLISTER ST	626 HOLLISTER ST	762.36
47	1503 PICO ST	1503 PICO ST	762.36
48	2019 KNOX ST	2019 KNOX ST	762.36
49	1374 NIAGARA AVE	1117 8TH ST	761.39
	15501 SAN FERNANDO MISSION	1815 7TH ST	759.74
50	BLVD STE 309		
51	7935 GARFIELD AVE	426 FERMOORE ST	742.23
52	714 CORONEL ST	714 CORONEL ST	741.32
53	215 N HAGAR ST	215 HAGAR ST	730.85
54	1010 FERMOORE ST	1010 FERMOORE ST	715.15
55	920 DE GARMO ST	920 DE GARMO ST	714.71
56	1721 7TH ST	1721 7TH ST	714.71
57	1940 WARREN ST	1940 WARREN ST	714.71
58	415 N LAZARD ST	415 LAZARD ST	714.71
59	2002 4TH ST	2002 4TH ST	714.71
60	1235 GRIFFITH ST	1235 GRIFFITH ST	714.71
61	10651 ART ST	509 CHATSWORTH DR	714.71
62	1443 CORONEL ST	1443 CORONEL ST	705.47
63	1075 ORANGE GROVE AVE	1075 ORANGE GROVE AVE	704.47
64	22025 PARVIN DR	616 GRIFFITH ST	702.05
65	421 N LAZARD ST	421 LAZARD ST	699.84
66	203 HARPS ST	203 HARPS ST	696.39
67	1041 MOTT ST	1041 MOTT ST	692.88
68	1224 MOTT ST	1226 MOTT ST	685.58
69	128 N ALEXANDER ST	128 ALEXANDER ST	684.71
70	457 WOLFSKILL ST	714 PICO ST	679.69
71	707 JACKMAN AVE	707 JACKMAN AVE	672.79
72	1327 OMELVENY AVE	1327 OMELVENY AVE	668.69
73	829 FERMOORE ST	829 FERMOORE ST	662.11
74	502 HARPS ST	1317 LIBRARY ST	659.50
75	663 WOLFSKILL ST	663 WOLFSKILL ST	644.97
76	848 N ALEXANDER ST	848 ALEXANDER ST	627.59
77	1121 WARREN ST	1121 WARREN ST	625.50
78	6 BAYMARE RD	432 HARDING AVE	625.03
79	707 HARPS ST	709 HARPS ST	619.98
80	927 8TH ST	927 8TH ST	619.29

REPORT OF RESIDENTIAL PARCELS DELINQUENT | INFORME DE PARCELAS RESIDENCIALES CON CARGOS
(continued) **ATRASADOS (continuado):**

	<u>MAILING ADDRESS</u> <u>DIRECCIÓN DE CORREO</u>	<u>SERVICE ADDRESS</u> <u>DIRECCIÓN DE SERVICIO</u>	<u>TOTAL DUE</u> <u>TOTAL ADEUDADO</u>
81	27361 SIERRA HWY SPC 130	1417 CELIS ST	615.87
82	13215 OSBORNE ST STE D	507 WOLFSKILL ST	608.40
83	1124 NEWTON ST	1124 NEWTON ST	603.02
84	14419 SYLVAN ST	232 ALEXANDER ST	600.09
85	215 FERMOORE ST	215 FERMOORE ST	594.19
86	1347 HOLLISTER ST	1142 HEWITT ST	593.05
87	8910 AMESTOY AVE	1118 HOLLISTER ST	581.15
88	413 N MACNEIL ST	1124 HOLLISTER ST	568.31
89	1330 PICO ST	1332 PICO ST	562.36
90	10061 RIVERSIDE DR # PMB460	713 BRAND BLVD	560.86
91	616 WOLFSKILL ST	616 WOLFSKILL ST	554.98
92	1011 ORANGE GROVE AVE	1011 ORANGE GROVE AVE	551.40
93	25648 OAK MEADOW DR	612 CORONEL ST	550.76
94	1966 8TH ST	1966 8TH ST	547.44
95	10876 WOLCOTT PL	1607 CORONEL ST	537.75
96	901 N BRAND BLVD	901 BRAND BLVD	526.04
97	6235 KESTER AVE APT 221	538 HARDING AVE	525.11
98	12039 GERALD AVE	1223 4TH ST	525.09
99	646 HOLLISTER ST	646 HOLLISTER ST	521.40
100	726 N ALEXANDER ST	726 ALEXANDER ST	517.71
101	1529 KNOX ST	1529 KNOX ST	504.88
102	13637 PINNEY ST	860 BRAND BLVD	501.01
103	1300 GLENOAKS BLVD	1316 GLENOAKS BLVD	500.00
104	611 S BRAND BLVD	611 BRAND BLVD	500.00
105	PO BOX 5433	1423 KNOX ST	490.37
106	13381 CANYON RIDGE LN	803 KALISHER ST	482.67
107	969 N MEYER ST	969 MEYER ST	480.11
108	14704 TYLER ST	707 PICO ST	478.31
109	437 N BRAND BLVD	437 BRAND BLVD	471.91
110	614 OMELVENY AVE	614 OMELVENY AVE	471.91
111	1915 KNOX ST	1915 KNOX ST	464.71
112	1060 ORANGE GROVE AVE	1058 ORANGE GROVE AVE	464.31
113	1338 KEWEN ST	1338 KEWEN ST	438.40
114	1972 PHILLIPPI ST	1972 PHILLIPPI ST	436.82
115	605 HOLLISTER ST	605 HOLLISTER ST	433.71
116	1031 MOTT ST	1031 MOTT ST	433.45
117	502 HARPS ST	502 HARPS ST	430.13
118	1729 WARREN ST	1729 WARREN ST	428.71
119	1012 KEWEN ST	1012 1/2 KEWEN ST	428.71
120	13215 OSBORNE ST STE D	507 1/2 WOLFSKILL ST	428.71

REPORT OF RESIDENTIAL PARCELS DELINQUENT | INFORME DE PARCELAS RESIDENCIALES CON CARGOS
(continued) ATRASADOS (continuado):

	<u>MAILING ADDRESS</u> <u>DIRECCIÓN DE CORREO</u>	<u>SERVICE ADDRESS</u> <u>DIRECCIÓN DE SERVICIO</u>	<u>TOTAL DUE</u> <u>TOTAL ADEUDADO</u>
121	704 GLENOAKS BLVD	704 GLENOAKS BLVD	425.87
122	1320 PHILLIPPI ST	1320 PHILLIPPI ST	423.71
123	444 N MEYER ST	444 MEYER ST	405.35
124	1609 W GARVEY AVE N	637 KEWEN ST	395.57
125	1017 WOODWORTH ST	1017 WOODWORTH ST	386.86
126	460 S HEMLOCK AVE	552 HUNTINGTON ST	376.51
127	13873 MINDORA AVE	908 MACLAY AVE	373.11
128	2013 LUCAS ST	2013 LUCAS ST	372.48
129	1718 7TH ST	1718 7TH ST	372.35
130	14981 ORO GRANDE ST	315 JESSIE ST	362.48
131	1213 PHILLIPPI ST	1213 PHILLIPPI ST	354.60
132	1031 HEWITT ST	1628 CORONEL ST	353.81
133	1964 WARREN ST	1964 WARREN ST	351.36
134	1315 CORONEL ST	1315 CORONEL ST	342.39

REPORT OF COMMERCIAL PARCELS DELINQUENT | INFORME DE PARCELAS COMERCIALES CON CARGOS
ATRASADOS:

	<u>MAILING ADDRESS</u> <u>DIRECCIÓN DE CORREO</u>	<u>SERVICE ADDRESS</u> <u>DIRECCIÓN DE SERVICIO</u>	<u>TOTAL DUE</u> <u>TOTAL ADEUDADO</u>
1	9415 TELFAIR AVE	660 ARROYO ST	8,497.91
2	3915 LONGRIDGE AVE	1002 SAN FERNANDO RD	2,261.56
3	18856 NAU AVE	1807 1ST ST	2,167.28
4	513 N MACLAY AVE	513 MACLAY AVE	1,391.03
5	1912 1ST ST	1912 1ST ST	1,231.17
6	3915 LONGRIDGE AVE	1023 SAN FERNANDO RD	1,216.50
7	11522 GARRICK AVE	455 MACLAY AVE	1,155.11
8	3915 LONGRIDGE AVE	910 SAN FERNANDO RD	1,125.06
9	1530 1ST ST	1530 1ST ST	1,025.78
10	2822 MONTANA AVE APT D	1016 1/2 SAN FERNANDO RD	1,017.80
11	8222 MELROSE AVE #20	903 SAN FERNANDO RD	1,012.59
12	3915 LONGRIDGE AVE	905 CELIS ST	943.25
13	1139 SAN FERNANDO RD	1139 SAN FERNANDO RD	883.45
14	1147 SAN FERNANDO RD	1147 SAN FERNANDO RD	883.45
15	1762 WESTWOOD BLVD STE 35	1102 SAN FERNANDO RD	883.45
16	1762 WESTWOOD BLVD STE 35	1106 SAN FERNANDO RD	883.45
17	601 S BRAND BLVD	1150 SAN FERNANDO RD	883.45
18	601 S BRAND BLVD FL 3	1118 SAN FERNANDO RD	883.45
19	16215 KITTRIDGE ST	1017 SAN FERNANDO RD	883.45
20	16216 KITTRIDGE ST	1019 SAN FERNANDO RD	883.45
21	16217 KITTRIDGE ST	1021 SAN FERNANDO RD	883.45
22	1042 SAN FERNANDO RD	1042 SAN FERNANDO RD	883.45
23	3915 LONGRIDGE AVE	1019 1/2 SAN FERNANDO RD	878.22
24	4922 CALVIN AVE	202 MACLAY AVE	815.87
25	14401 LAKESIDE ST	15 MACLAY AVE	751.21
26	904 VALLEY CREST ST	1161 MACLAY AVE	693.82
27	2822 MONTANA AVE APT D	1016 SAN FERNANDO RD	643.27
28	13903 LEEDY AVE	513 MACLAY AVE	589.61
29	17321 CAGNEY ST	231 HARPS ST	563.11
30	1200 OPAL ST APT 15	1135 CELIS ST	560.69
31	88 BUSH ST UNIT 2187	1025 SAN FERNANDO RD	560.69
32	595 SHREWSBURY AVE STE 206	1044 SAN FERNANDO RD	560.69
33	1109 SAN FERNANDO RD	1109 SAN FERNANDO RD	478.18
34	8222 MELROSE AVE #20	901 1/2 SAN FERNANDO RD	433.00
35	19735 BUCKEYE MEADOW LN	1030 1/2 SAN FERNANDO RD	421.45
36	19650 ANADALE DR	1022 SAN FERNANDO RD	406.62
37	PO BOX 672	1111 SAN FERNANDO RD	375.53
38	218 S BRAND BLVD	1110 SAN FERNANDO RD	358.86
39	19735 BUCKEYE MEADOW LN	1031 SAN FERNANDO RD	314.82
40	932 ROXBURY RD	409 ORANGE GROVE AVE	245.08

REPORT OF COMMERCIAL PARCELS DELINQUENT | INFORME DE PARCELAS COMERCIALES CON CARGOS
(continued) **ATRASADOS (continuado):**

	<u>MAILING ADDRESS</u> <u>DIRECCIÓN DE CORREO</u>	<u>SERVICE ADDRESS</u> <u>DIRECCIÓN DE SERVICIO</u>	<u>TOTAL DUE</u> <u>TOTAL ADEUDADO</u>
41	317 CALLE EMPALME	705 ARROYO ST	244.51
42	1932 CHIVERS ST	1932 CHIVERS ST	130.49
43	1018 WOODWORTH ST	1018 WOODWORTH ST	130.49
44	26328 MITCHELL PL	1032 SAN FERNANDO RD	120.26
45	13323 BORDEN AVE	1035 MACLAY AVE	78.08



THE CITY OF SAN FERNANDO

NOTICE OF A PUBLIC HEARING OF CITY COUNCIL OF THE CITY OF SAN FERNANDO TO CONSIDER PLACEMENT OF ASSESSMENTS ON REAL PROPERTY FOR NON-PAYMENT OF RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION SERVICES BILLINGS AS OF JULY 17, 2024, ON THE LOS ANGELES COUNTY TAX ROLLS

NOTICE IS HEREBY GIVEN that the City Council of the City of San Fernando, California, will hold a public hearing in the Council Chambers at City Hall, 117 Macneil Street, San Fernando, beginning at 6:00 p.m., on August 5, 2024, to consider the following:

Pursuant to Health and Safety Code Section 5473(a), a written report has been filed with the City Clerk of the City of San Fernando. The report contains a description of each parcel of real property receiving solid waste collection service, for which payment is delinquent and containing the amount of delinquent solid waste collection service charges, for each such parcel for the period ending March 31, 2024, computed in conformity with the charges prescribed in Chapter 70 of the San Fernando Municipal Code.

The purpose of the hearing is to determine whether the delinquent solid waste collection charges described in said report shall be collected on the tax roll in the same manner, by the same person and at the same time as, together with and not separately from, the general taxes of the City of San Fernando. This means that, if the delinquent charges are not paid in a timely manner, they may be assessed against the property and collected as a tax lien.

The written report describing each parcel of real property receiving solid waste collection service for which payment is delinquent is available for review at the Department of Public Works between the hours of 7:30 a.m. and 5:30 p.m., Monday through Thursday, and Fridays between the hours of 8:00 a.m. and 5 p.m. Please contact the Department of Public Works at (818) 898-1222 if you would like to schedule an appointment to review the report of parcels that are currently delinquent in their payment of solid waste collection services fees.

If you wish to protest the charges you may respond to this notice verbally at the public hearing and/or in writing before the public hearing and submit to the City Council by letter (for mail or hand delivery) to:

**City of San Fernando
Julia Fritz, City Clerk
Protest Assessment Charges
117 Macneil Street
San Fernando, CA 91340**

An opportunity will be given at said hearing for all interested persons to be heard. Questions regarding this matter may be directed to City of San Fernando Public Works Department at (818) 898-1222.

To avoid having an assessment placed against your property, you must make a payment directly to the City's refuse services contractor, Republic Services, by Monday, July 29, 2024. When making payment please write **ASSESSMENT** on your payment envelope as well as your check. The contractor's contact information is:

**Republic Services
Attn: Assessment Payment Processing
12949 Telegraph Road
Santa Fe Springs, CA 90670
Telephone: (562) 347-4016**

Dated this 25th day of July, 2024
City of San Fernando, California

Julia Fritz, City Clerk

AVISO DE AUDIENCIA PÚBLICA DEL CONCILIO MUNICIPAL DE LA CIUDAD DE SAN FERNANDO PARA CONSIDERAR PONER UN EMBARGO PREVENTIVO DE IMPUESTOS SOBRE BIENES INMUEBLES A CAUSA DE IMPAGO DE COLECCION DE DESECHOS SOLIDOS DE SERVICIOS COMERCIALES EN LA LISTA DE IMPUESTOS DEL CONDADO DE LOS ANGELES A PARTIR DEL 17 DE JULIO DEL 2024

SE DA POR EL PRESENTE AVISO que el Concilio Municipal de la Ciudad de San Fernando, California, tendrá una audiencia pública en la cámara del concilio ubicado en el Ayuntamiento (City Hall), 117 Macneil Street, San Fernando, comenzando a las 6:00 p.m., el 5 de agosto del 2024 para considerar lo siguiente:

Conforme al Código de Salud y Seguridad (Health and Safety Code) Sección 5473(a), un reporte por escrito debe ser archivado con la secretaria municipal de la Ciudad de San Fernando. El reporte contiene una descripción de cada parcela de bienes inmuebles que reciben servicios de colección de desechos sólidos, por cuales los pagos de servicio están delincuentes y el monto de cargos delincuentes de servicio de colección de desechos sólidos, para cada parcela del periodo que termina el 31 de marzo del 2024, computado conforme los cargos prescrito en Capítulo 70 del Código Municipal de San Fernando.

El propósito de esta audiencia pública es para determinar si los cargos atrasados de colección de desechos sólidos descritos en el reporte deben ser colectados en la lista de impuestos de misma manera, por la misma persona, y al mismo tiempo, junto con y no separado de, los impuestos generales de San Fernando. Esto quiere decir que, si los cargos atrasados no son pagados a tiempo, se pueden cargar contra la propiedad y cobrarse como embargo preventivo.

El reporte que describe cada parcela de bienes inmuebles que reciben servicio de colección de desechos solidos por cual el pago este atrasado y ahora está disponible para su repaso en el Departamento de Obras Publicas entre las 7:30 a.m. y 5:30 p.m., lunes a jueves, y viernes entre 8:00 a.m. y 5:00 p.m. Por favor comuníquese con el Departamento de Obras Publicas al (818) 898-1222 si desea hacer una cita para ver el reporte de parcelas que están atrasados con su fractura de cargos de servicio de colección de desechos sólidos.

Si desea protestar los cargos usted puede responder a esta notificación verbalmente en la audiencia pública y/o por escrito antes de la audiencia pública y entregar al Concilio Municipal por carta (por correo o entrega en persona) a:

**City of San Fernando
Julia Fritz, City Clerk
Protest Assessment Charges
117 Macneil Street
San Fernando, CA 91340**

En la audiencia pública se le dará una oportunidad a aquellos que estén interesados en ser escuchados. Preguntas acerca de este tema pueden ser dirigidas a Ciudad de San Fernando Departamento de Obras Públicas, (818) 898-1222.

Para evitar que un embargo preventivo sea puesto sobre su propiedad debe hacer su pago directamente al contratista de la Ciudad, Republic Services, antes del lunes 29 de julio. Cuando haga su pago favor de escribir **ASSESSMENT** en el sobre al igual que en su cheque. La información del contratista es:

**Republic Services
Attn: Assessment Payment Processing
12949 Telegraph Road
Santa Fe Springs, CA 90670
Telephone: (562) 347-4016**

Fechada el día 25 de julio, 2024
Ciudad de San Fernando, California

Julia Fritz, Secretaria Municipal

REPORT OF RESIDENTIAL PARCELS DELINQUENT | INFORME DE PARCELAS RESIDENCIALES CON CARGOS ATRASADOS:

	<u>MAILING ADDRESS</u> <u>DIRECCIÓN DE CORREO</u>	<u>SERVICE ADDRESS</u> <u>DIRECCIÓN DE SERVICIO</u>	<u>TOTAL DUE</u> <u>TOTAL ADEUDADO</u>
1	902 N BRAND BLVD	902 BRAND BLVD	1,417.01
2	14202 HUBBARD ST	14020 HUBBARD ST	1,391.69
3	323 HARPS ST #1	323 HARPS ST	1,305.33
4	4307 ADMIRAL WAY	1241 CORONEL ST	1,184.77
5	2033 7TH ST	2033 7TH ST	1,178.67
6	208 N MACLAY AVE	204 MACLAY AVE	1,136.50
7	12744 FOOTHILL BLVD	2038 LUCAS ST	1,067.64
8	719 MOTT ST	719 MOTT ST	1,018.00
9	637 OMELVENY AVE	1006 BRAND BLD	993.03
10	1106 ORANGE GROVE AVE	1106 ORANGE GROVE	988.03
11	856 N ALEXANDER ST	858 ALEXANDER ST	986.75
12	13922 REX ST	1230 MOTT ST	985.89
13	821 FAYECROFT ST	821 FAYECROFT ST	973.81
14	13421 GLADSTONE AVE	2041 8TH ST	965.21
15	717 S KALISHER ST	717 KALISHER ST	964.11
16	1603 PICO ST	513 GRISWOLD AVE	963.21
17	203 HARPS ST	203 HARPS ST	963.21
18	1012 KEWEN ST	1012 KEWEN ST	963.21
19	5720 HARPY EAGLE AVE	1310 PICO ST	943.34
20	1207 7TH ST	1207 7TH ST	940.95
21	561 S MACLAY AVE	561 MACLAY AVE	932.93
22	834 GRISWOLD AVE	843 GRISWOLD AVE	921.83
23	PO BOX 941	2043 CHIVERS ST	917.39
24	733 MOTT ST	733 MOTT ST	908.81
25	635 N LAZARD ST	635 LAZARD ST	906.46
26	1602 WARREN ST	1602 WARREN ST	905.82
27	1004 E GARFIELD AVE APT 7	518 LAZARD ST	901.75
28	453 FERMOORE ST	453 FERMOORE ST	901.75
29	19512 LORNE ST	438 HARDING AVE	900.58
30	17321 CAGNEY ST	916 GLENOAKS BLVD	878.84
31	717 GRIFFITH ST	717 GRIFFITH ST	854.28
32	1535 PICO ST	1535 PICO ST	850.47
33	1012 KEWEN ST	1012 KEWEN ST	839.58
34	556 JACKMAN AVE	556 JACKMAN AVE	832.40
35	121 N HUNTINGTON ST	121 HUNTINGTON ST	828.62
36	12501 BRADLEY AVE	305 GRISWOLD AVE	820.15
37	4020 ELLENITA AVE	830 HAGAR ST	818.93
38	633 N HAGAR ST	633 HAGAR ST	789.86
39	202 ORANGE GROVE AVE	202 ORANGE GROVE	786.91
40	11459 SPROULE AVE	1512 4TH ST	779.99

REPORT OF RESIDENTIAL PARCELS DELINQUENT | INFORME DE PARCELAS RESIDENCIALES CON CARGOS
(continued) **ATRASADOS (continuado):**

	<u>MAILING ADDRESS</u> <u>DIRECCIÓN DE CORREO</u>	<u>SERVICE ADDRESS</u> <u>DIRECCIÓN DE SERVICIO</u>	<u>TOTAL DUE</u> <u>TOTAL ADEUDADO</u>
41	22411 DRIFTWOOD CT	1032 HEWITT ST	777.39
42	714 N HAGAR ST	714 HAGAR ST	763.36
43	603 S MACLAY AVE	603 MACLAY AVE	762.36
44	537 N WORKMAN ST	1329 PICO ST	762.36
45	8910 AMESTOY AVE	1118 HOLLISTER ST	762.36
46	626 HOLLISTER ST	626 HOLLISTER ST	762.36
47	1503 PICO ST	1503 PICO ST	762.36
48	2019 KNOX ST	2019 KNOX ST	762.36
49	1374 NIAGARA AVE	1117 8TH ST	761.39
	15501 SAN FERNANDO MISSION	1815 7TH ST	
50	BLVD STE 309		759.74
51	7935 GARFIELD AVE	426 FERMOORE ST	742.23
52	714 CORONEL ST	714 CORONEL ST	741.32
53	215 N HAGAR ST	215 HAGAR ST	730.85
54	1010 FERMOORE ST	1010 FERMOORE ST	715.15
55	920 DE GARMO ST	920 DE GARMO ST	714.71
56	1721 7TH ST	1721 7TH ST	714.71
57	1940 WARREN ST	1940 WARREN ST	714.71
58	415 N LAZARD ST	415 LAZARD ST	714.71
59	2002 4TH ST	2002 4TH ST	714.71
60	1235 GRIFFITH ST	1235 GRIFFITH ST	714.71
61	10651 ART ST	509 CHATSWORTH DR	714.71
62	1443 CORONEL ST	1443 CORONEL ST	705.47
63	1075 ORANGE GROVE AVE	1075 ORANGE GROVE	704.47
64	22025 PARVIN DR	616 GRIFFITH ST	702.05
65	421 N LAZARD ST	421 LAZARD ST	699.84
66	203 HARPS ST	203 HARPS ST	696.39
67	1041 MOTT ST	1041 MOTT ST	692.88
68	1224 MOTT ST	1226 MOTT ST	685.58
69	128 N ALEXANDER ST	128 ALEXANDER ST	684.71
70	457 WOLFSKILL ST	714 PICO ST	679.69
71	707 JACKMAN AVE	707 JACKMAN AVE	672.79
72	1327 OMELVENY AVE	1327 OMELVENY AVE	668.69
73	829 FERMOORE ST	829 FERMOORE ST	662.11
74	502 HARPS ST	1317 LIBRARY ST	659.50
75	663 WOLFSKILL ST	663 WOLFSKILL ST	644.97
76	848 N ALEXANDER ST	848 ALEXANDER ST	627.59
77	1121 WARREN ST	1121 WARREN ST	625.50
78	6 BAYMARE RD	432 HARDING AVE	625.03
79	707 HARPS ST	709 HARPS ST	619.98
80	927 8TH ST	927 8TH ST	619.29

REPORT OF RESIDENTIAL PARCELS DELINQUENT | INFORME DE PARCELAS RESIDENCIALES CON CARGOS
(continued) **ATRASADOS (continuado):**

	<u>MAILING ADDRESS</u> <u>DIRECCIÓN DE CORREO</u>	<u>SERVICE ADDRESS</u> <u>DIRECCIÓN DE SERVICIO</u>	<u>TOTAL DUE</u> <u>TOTAL ADEUDADO</u>
81	27361 SIERRA HWY SPC 130	1417 CELIS ST	615.87
82	13215 OSBORNE ST STE D	507 WOLFSKILL ST	608.40
83	1124 NEWTON ST	1124 NEWTON ST	603.02
84	14419 SYLVAN ST	232 ALEXANDER ST	600.09
85	215 FERMOORE ST	215 FERMOORE ST	594.19
86	1347 HOLLISTER ST	1142 HEWITT ST	593.05
87	8910 AMESTOY AVE	1118 HOLLISTER ST	581.15
88	413 N MACNEIL ST	1124 HOLLISTER ST	568.31
89	1330 PICO ST	1332 PICO ST	562.36
90	10061 RIVERSIDE DR # PMB460	713 BRAND BLVD	560.86
91	616 WOLFSKILL ST	616 WOLFSKILL ST	554.98
92	1011 ORANGE GROVE AVE	1011 ORANGE GROVE	551.40
93	25648 OAK MEADOW DR	612 CORONEL ST	550.76
94	1966 8TH ST	1966 8TH ST	547.44
95	10876 WOLCOTT PL	1607 CORONEL ST	537.75
96	901 N BRAND BLVD	901 BRAND BLVD	526.04
97	6235 KESTER AVE APT 221	538 HARDING AVE	525.11
98	12039 GERALD AVE	1223 4TH ST	525.09
99	646 HOLLISTER ST	646 HOLLISTER ST	521.40
100	726 N ALEXANDER ST	726 ALEXANDER ST	517.71
101	PO BOX 7466	1034 BRAND BLVD	513.20
102	1529 KNOX ST	1529 KNOX ST	504.88
103	13637 PINNEY ST	860 BRAND BLVD	501.01
104	1300 GLENOAKS BLVD	1316 GLENOAKS BLVD	500.00
105	761 GRISWOLD AVE	761 GRISWOLD AVE	500.00
106	611 S BRAND BLVD	611 BRAND BLVD	500.00
107	PO BOX 5433	1423 KNOX ST	490.37
108	13381 CANYON RIDGE LN	803 KALISHER ST	482.67
109	969 N MEYER ST	969 MEYER ST	480.11
110	14704 TYLER ST	707 PICO ST	478.31
111	1346 HOLLISTER ST	1346 HOLLISTER ST	473.28
112	13873 MINDORA AVE	908 MACLAY AVE	473.11
113	437 N BRAND BLVD	437 BRAND BLVD	471.91
114	614 OMELVENY AVE	614 OMELVENY AVE	471.91
115	1915 KNOX ST	1915 KNOX ST	464.71
116	1060 ORANGE GROVE AVE	1058 ORANGE GROVE	464.31
117	1338 KEWEN ST	1338 KEWEN ST	438.40
118	1972 PHILLIPPI ST	1972 PHILLIPPI ST	436.82
119	605 HOLLISTER ST	605 HOLLISTER ST	433.71
120	1031 MOTT ST	1031 MOTT ST	433.45

REPORT OF RESIDENTIAL PARCELS DELINQUENT | INFORME DE PARCELAS RESIDENCIALES CON CARGOS
(continued) **ATRASADOS (continuado):**

	<u>MAILING ADDRESS</u> <u>DIRECCIÓN DE CORREO</u>	<u>SERVICE ADDRESS</u> <u>DIRECCIÓN DE SERVICIO</u>	<u>TOTAL DUE</u> <u>TOTAL ADEUDADO</u>
121	502 HARPS ST	502 HARPS ST	430.13
122	1729 WARREN ST	1729 WARREN ST	428.71
123	1012 KEWEN ST	1012 1/2 KEWEN ST	428.71
124	13215 OSBORNE ST STE D	507 1/2 WOLFSKILL ST	428.71
125	704 GLENOAKS BLVD	704 GLENOAKS BLVD	425.87
126	1320 PHILLIPPI ST	1320 PHILLIPPI ST	423.71
127	1125 KEWEN ST	1125 KEWEN ST	415.87
128	444 N MEYER ST	444 MEYER ST	405.35
129	1609 W GARVEY AVE N	637 KEWEN ST	395.57
130	1017 WOODWORTH ST	1017 WOODWORTH ST	386.86
131	460 S HEMLOCK AVE	552 HUNTINGTON ST	376.51
132	2013 LUCAS ST	2013 LUCAS ST	372.48
133	539 N LAZARD ST	539 LAZARD ST	372.48
134	1718 7TH ST	1718 7TH ST	372.35
135	14981 ORO GRANDE ST	315 JESSIE ST	362.48
136	1213 PHILLIPPI ST	1213 PHILLIPPI ST	354.60
137	1031 HEWITT ST	1628 CORONEL ST	353.81
138	1964 WARREN ST	1964 WARREN ST	351.36
139	1315 CORONEL ST	1315 CORONEL ST	342.39

REPORT OF COMMERCIAL PARCELS DELINQUENT | INFORME DE PARCELAS COMERCIALES CON CARGOS
ATRASADOS:

	<u>MAILING ADDRESS</u> <u>DIRECCIÓN DE CORREO</u>	<u>SERVICE ADDRESS</u> <u>DIRECCIÓN DE SERVICIO</u>	<u>TOTAL DUE</u> <u>TOTAL ADEUDADO</u>
1	9415 TELFAIR AVE	660 ARROYO ST	8,497.91
2	3915 LONGRIDGE AVE	1002 SAN FERNANDO RD	2,261.56
3	18856 NAU AVE	1807 1ST ST	2,167.28
4	513 N MACLAY AVE	513 MACLAY AVE	1,391.03
5	1912 1ST ST	1912 1ST ST	1,231.17
6	3915 LONGRIDGE AVE	1023 SAN FERNANDO RD	1,216.50
7	11522 GARRICK AVE	455 MACLAY AVE	1,155.11
8	3915 LONGRIDGE AVE	310 SAN FERNANDO RD	1,125.06
9	17321 CAGNEY ST	231 HARPS ST	1,063.11
10	1530 1ST ST	1530 1ST ST	1,025.78
11	2822 MONTANA AVE APT D	1016 1/2 SAN FERNANDO RD	1,017.80
12	8222 MELROSE AVE #20	903 SAN FERNANDO RD	1,012.59
13	3915 LONGRIDGE AVE	905 CELIS ST	943.25
14	1139 SAN FERNANDO RD	1139 SAN FERNANDO RD	883.45
15	1147 SAN FERNANDO RD	1147 SAN FERNANDO RD	883.45
16	1762 WESTWOOD BLVD STE 35	1102 SAN FERNANDO RD	883.45
17	1762 WESTWOOD BLVD STE 35	1106 SAN FERNANDO RD	883.45
18	601 S BRAND BLVD	1150 SAN FERNANDO RD	883.45
19	601 S BRAND BLVD FL 3	1118 SAN FERNANDO RD	883.45
20	16215 KITTRIDGE ST	1017 SAN FERNANDO RD	883.45
21	16216 KITTRIDGE ST	1019 SAN FERNANDO RD	883.45
22	16217 KITTRIDGE ST	1021 SAN FERNANDO RD	883.45
23	1042 SAN FERNANDO RD	1042 SAN FERNANDO RD	883.45
24	3915 LONGRIDGE AVE	1019 1/2 SAN FERNANDO RD	878.22
25	4922 CALVIN AVE	202 MACLAY AVE	815.87
26	14401 LAKESIDE ST	15 MACLAY AVE	751.21
27	904 VALLEY CREST ST	11961 MACLAY AVE	693.82
28	2822 MONTANA AVE APT D	1016 SAN FERNANDO RD	643.27
29	8222 MELROSE AVE #20	901 1/2 SAN FERNANDO RD	633.00
30	13903 LEEDY AVE	513 MACLAY AVE	589.61
31	1200 OPAL ST APT 15	1135 CELIS ST	560.69
32	88 BUSH ST UNIT 2187	1025 SAN FERNANDO RD	560.69
33	595 SHREWSBURY AVE STE 206	1044 SAN FERNANDO RD	560.69
34	1109 SAN FERNANDO RD	1109 SAN FERNANDO RD	478.18
35	19735 BUCKEYE MEADOW LN	1030 1/2 SAN FERNANDO RD	421.45
36	19650 ANADALE DR	1022 SAN FERNANDO RD	406.62
37	PO BOX 672	1111 SAN FERNANDO RD	375.53
38	218 S BRAND BLVD	1110 SAN FERNANDO RD	358.86
39	19735 BUCKEYE MEADOW LN	1031 SAN FERNANDO RD	314.82
40	17031 CHATSWORTH ST STE 102	1012 SAN FERNANDO RD	260.69

REPORT OF COMMERCIAL PARCELS DELINQUENT | INFORME DE PARCELAS COMERCIALES CON CARGOS
(continued) **ATRASADOS (continuado):**

	<u>MAILING ADDRESS</u> <u>DIRECCIÓN DE CORREO</u>	<u>SERVICE ADDRESS</u> <u>DIRECCIÓN DE SERVICIO</u>	<u>TOTAL DUE</u> <u>TOTAL ADEUDADO</u>
41	932 ROXBURY RD	409 ORANGE GROVE AVE	245.08
42	317 CALLE EMPALME	705 ARROYO ST	244.51
43	1932 CHIVERS ST	1932 CHIVERS ST	130.49
44	1018 WOODWORTH ST	1018 WOODWORTH ST	130.49
45	26328 MITCHELL PL	1032 SAN FERNANDO RD	120.26
46	13323 BORDEN AVE	1035 MACLAY AVE	78.08

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Wendell Johnson, Director of Public Works

Date: August 5, 2024

Subject: Discussion and Consideration to Approve a Third Amendment to the Collection Services Agreement with Consolidated Disposal Service, LLC dba Republic Services

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Third Amendment to the Collection Services Agreement with Consolidated Disposal Service, LLC dba Republic Services ("Republic") (Attachment "A" – Contract No. 1731 (c)) which prohibits Republic's option of discontinuation of service due to delinquent account status, and conditions the City's approval to conduct the annual assessment process on provided tangible documentation reasonably establishing that Republic has complied will all noticing procedures called for under Section 70-33.; and
- b. Authorize the City Manager to execute the Agreement and all related documents.

BACKGROUND:

1. On December 9, 2013, the City Council approved a Franchise Agreement with Consolidated Disposal Service, LLC dba Republic Services (Contract No. 1731).
2. On June 15, 2015, the City Council approved the First Amendment to the Franchise Agreement (Contract No. 1731(a)), which memorialized items related to delinquent accounts, collection services and City sponsored events.
3. On August 15, 2022, the City Council approved the Second Amendment to the Franchise Agreement (Contract No. 1731(b)), which, among other things, modified the Franchise Agreement further by adjusting the maximum service rates that may be charged to the recipients of solid waste services in San Fernando in response to changes in services that must be provided as result of Senate Bill No. 1383.

Discussion and Consideration to Approve a Third Amendment to the Collection Services Agreement with Consolidated Disposal Service, LLC dba Republic Services

Page 2 of 4

4. On July 1, 2024, the City Council directed staff to develop and bring back to Council for approval, a third amendment to Republic Services Collection Services Agreement to remove the “discontinuation of service” provision for delinquent accounts in Section.
5. On July 15, 2024, the City Council received a proposed draft of a third amendment to the Republic Services Agreement. The City Council directed staff to work with Republic Services on a third amendment for consideration to bring back to the August 5, 2024, City Council meeting.
6. On July 18, 2024, based on City Council direction, staff provided a copy of the third amendment to Republic for their review.
7. On July 23, 2024, staff met with representatives from Republic Services to discuss amending Republic’s agreement to remove the “discontinuation of service” option and enhance notification requirements for delinquent accounts.
8. On July 29, 2024, Republic Services returned the draft amendment with their suggested red-line edits for consideration.

ANALYSIS:

Ensuring that trash collection services are not halted due to non-payment is crucial for public health and community well-being. Accumulated waste can lead to unsanitary conditions, attracting pests and spreading diseases. Furthermore, it poses environmental risks, as improper disposal of waste can contaminate water and soil. Continuation of service, even in cases of non-payment, helps maintain a clean and safe environment, supporting public hygiene and preventing the spread of illness. Additionally, it upholds the quality of life in the community, fostering a sense of responsibility and shared concern for the local environment.

Consolidated Disposal Service, LLC dba Republic Services (“Republic”) provides solid waste management services to all commercial and residential customers in the City of San Fernando through an exclusive Collection Service Franchise Agreement. This includes collection, transportation, and disposal of solid waste (refuse, food waste, green waste, recyclable material, construction debris, etc.) generated in the City. Through this Agreement, Republic is also responsible for billing and collecting payment from customers for services rendered.

The current Agreement does not prohibit Republic from discontinuing a customer’s trash service for non-payment (delinquent 90 days or more). Understanding the importance of maintaining trash service even when a customer is not able to pay, the City Council requested that Republic’s current contract be amended to include language which would prohibit discontinuation of service.

Discussion and Consideration to Approve a Third Amendment to the Collection Services Agreement with Consolidated Disposal Service, LLC dba Republic Services

Page 3 of 4

After a discussion between City staff and Republic Services, Republic agreed to have the requested language added to its contract on the condition that the City agrees to proceed with the assessment process each year as long as the required pre-conditions set forth in the Agreement and related sections of the Government Code are met.

The pre-conditions set in the Agreement include the following:

- A solid waste bill is past due if not paid within 30 days of the due date, or a longer grace period, if agreed upon with the customer.
- Once a bill is past due, Republic must issue a delinquency notice to the customer.
- A second delinquency notice is issued if the bill is not paid within 30 days after being deemed past due, and a copy is sent to the property owner, if different from the customer.
- Delinquency notices must include statements of past due status, service period details, payment instructions, dispute procedures, and a bold notice about potential city tax lien collection.
- Republic may submit a schedule of unpaid delinquent billings to the City by May 1 each year for property tax roll collection by the Los Angeles County Assessor.

Accounts unpaid for 90 days may be placed on a delinquent charges report submitted for property tax collection.

Approving the third amendment to the Collection Services Agreement with Republic Services will memorialize additional pre-conditions of hanging door hangers and providing certified letters to customers and property owners with delinquent accounts. Republic will agree to take these additional steps and remove the authority to discontinue trash service due to non-payment in exchange for the City proceeding with assessments when requested by Republic, contingent on Republic meeting all preconditions.

BUDGET IMPACT:

Approving the third amendment to the Collection Services Agreement with Republic Services will not have a direct impact on the Fiscal Year 2024-2025 Approved Budget due to it not having any financial implications to the City

Discussion and Consideration to Approve a Third Amendment to the Collection Services Agreement with Consolidated Disposal Service, LLC dba Republic Services

Page 4 of 4

CONCLUSION:

It is recommended that City Council consider a third amendment to the Collection Services Agreement with Consolidated Disposal Service, LLC dba Republic Services, and authorize the City Manager to execute the Agreement and all related documents.

ATTACHMENTS:

- A. Proposed Contract No. 1731 (c) including Exhibit "A"

**THIRD AMENDMENT TO COLLECTION SERVICE AGREEMENT**

Consolidated Disposal Service, LLC dba Republic Services
Solid Waste Collection Services

THIS THIRD AMENDMENT (hereinafter, "Third Amendment") to that certain agreement entitled "Collection Service Agreement" Contract No. 1731 dated December 9, 2013 (hereinafter, "Franchise Agreement"), is hereby made and entered into this 5th day of August, 2024 (hereinafter, "Effective Date") by and between CITY OF SAN FERNANDO, a municipal corporation ("CITY") and CONSOLIDATED DISPOSAL SERVICE, LLC dba REPUBLIC SERVICES ("CONTRACTOR"). For purposes of this Third Amendment, the capitalized term "Parties" shall be a collective reference to both CITY and CONTRACTOR. The capitalized term "Party" may refer to either CITY or CONTRACTOR, interchangeably.

RECITALS

This Third Amendment is made and entered into with respect to the following facts:

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("Act") and subsequent additions and amendments (codified at California Public Resources Code Section 40000 et seq.), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for the collection of solid waste within their jurisdiction; and

WHEREAS, pursuant to Public Resources Code Section 40059 provides that a city may determine all of the following: (1) aspects of solid waste handling which are of local concern, including, but not limited to, frequency of collection, means of collection and transportation, level of services, charges and fees, and nature, location, and extent of providing solid waste handling services; and (2) whether the services are to be provided by means of nonexclusive franchise, contract, license, permit, or otherwise, either with or without competitive bidding, or if, in the opinion of its governing body, the public health, safety, and well-being so require, by partially exclusive or wholly exclusive franchise, contract, license, permit, or otherwise, either with or without competitive bidding; and (3) the authority to provide solid waste handling services may be granted under terms and conditions prescribed by the governing body of the local governmental agency by resolution or ordinance; and

WHEREAS, the Franchise Agreement was executed by the Parties on December 9, 2013, under the authority of Public Resources Code Section 40059 and other applicable law;

WHEREAS, the Franchise Agreement was amended by way of that certain instrument entitled "Amendment No. 1 to Collection Services Agreement", Contract No. 1731(a) dated June 15, 2015 (the "First Amendment"); and

WHEREAS, the Franchise Agreement was further amended by way of that certain instrument entitled "Second Amendment to Collection Services Agreement", Contract No. 1731(b) dated August 15, 2022 (the "Second Amendment"); and

WHEREAS, the term of the Master Agreement as amended by way of the First Amendment and the Second Amendment is attached incorporated hereto as **Exhibit "A"**; and

WHEREAS, the Parties now wish to further the Franchise Agreement to address issues concerning delinquent customer accounts; and

WHEREAS, this Third Amendment was approved by the San Fernando City Council at its Regular Meeting of August 5th 2024 under Agenda Item No. 9.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

SECTION 1. Section 10.01.7 (Delinquent Service Accounts) of Article 10 (Charges and Rates) of the Master Agreement as last amended by way of the First Amendment is further amended in its entirety to now state the following:

10.01.7 Delinquent Service Accounts. The CONTRACTOR may report to the City Representative, on a monthly basis, (1) a SFD Service Recipient who has received Collection Services and whose account is over ninety (90) days past due and (2) a MFD or Commercial Service Recipient whose account is over forty-five (45) days past due ("Delinquent Account"). The CONTRACTOR may, in its sole discretion, take such action as is legally available to collect or cause collection of such past due amounts from Delinquent Accounts. The CITY is not in any way responsible for compensating CONTRACTOR for revenues lost due to Delinquent Accounts, nor shall the CITY be responsible for rendering assistance to CONTRACTOR in collecting Delinquent Account sums beyond the remedies afforded under this section. The foregoing notwithstanding and in the interest safeguarding the public health and safety, CONTRACTOR may not discontinue or suspend service to a Delinquent Account. CONTRACTOR may, among its other remedies, submit a written request to CITY on or before May 1 of each year in order to have Delinquent Account sums collected pursuant to, and in compliance with, the procedures set forth under this section, San Fernando Municipal Code Section 70-33(c) and Health & Safety Code Sections 5473 and 5473a (collectively, the "Tax Roll Collection Procedures"). Subject to CONTRACTOR's compliance with, and satisfaction of, the requirements of the Tax Roll Collection Procedures, CITY, acting through the San Fernando City Council, shall grant, such requests for recovery of Delinquent Accounts sums for the time period prescribed under the last paragraph of subparagraph (c)(3) of San Fernando Municipal Code Section 70-33. As part of its written request pursuant to this section for the collection of Delinquent Account sums by the CITY pursuant to San Fernando Municipal Code Section 70-33(c) (hereinafter "Section 70-33(c)") and Health Safety Code Sections 5473 and 5473a, CONTRACTOR must provide tangible documentation reasonably establishing that CONTRACTOR has complied will all noticing procedures called for under Section 70-33(c). As part of its compliance Section 70-33(c), the second notice of delinquency referenced therein shall be delivered by certified mail. Concurrent with the issuance of the second delivery notice, CONTRACTOR shall also post notice of the delinquency at the address where service is provided by placing a door hanger notifying the occupant of the Delinquent Account and including the same information required for the second certified mail notice as prescribed under Section 70-33(c). In the event the Agreement expires or is terminated on or before

May 1st of a given calendar year, CONTRACTOR may continue to avail itself of the Tax Roll Collection Procedures of this section for eligible, Delinquent Account sums corresponding to the period commencing May 1st of the calendar year immediately preceding the calendar year in which the Agreement expires or is terminated up to the effective date of the Agreement's expiration or termination date. In the event the Agreement expires or is terminated after May 1st of a given calendar year, CONTRACTOR may continue to avail itself of the Tax Roll Collection Procedures of this section for eligible, Delinquent Account sums corresponding to the period commencing May 1st of the calendar year in which the Agreement expires or is terminated to the effective date of the termination.

SECTION 2. Except as otherwise set forth in this Third Amendment, the Master Agreement as amended by way of the First Amendment and the Second Amendment shall remain binding and controlling, and in full force and effect. Article 44, Section 44.01 (Entire Agreement) of the Master Agreement notwithstanding, this Third Amendment, together with the Master Agreement, the First Amendment and the Second Amendment, shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in those documents. In the event of a conflict or inconsistency between the provisions of this Third Amendment and the provisions of the Master Agreement, the First Amendment or the Second Amendment, the provisions of the Third Amendment shall govern and control but only to the extent of the conflict or inconsistency and no further.

IN WITNESS WHEREOF, the Parties hereto have caused this Third Amendment to be executed on the day and year first appearing above.

CITY OF SAN FERNANDO

**CONSOLIDATED DISPOSAL SERVICE, LLC
dba REPUBLIC SERVICES:**

By: _____
Nick Kimball, City Manager

By: _____

Name: _____

Date: _____

Title: _____

APPROVED AS TO FORM

Date: _____

By: _____
Richard Padilla, City Attorney

Date: _____



SECOND AMENDMENT TO COLLECTION SERVICE AGREEMENT

CONSOLIDATED DISPOSAL SERVICE, LLC dba Republic Services
Solid Waste Collection Services

THIS SECOND AMENDMENT (hereinafter, "Second Amendment") to that certain agreement entitled "Collection Service Agreement" Contract No. 1731 dated December 9, 2013 (hereinafter, "Franchise Agreement"), is hereby made and entered into this 15th day of August, 2022 (hereinafter, "Effective Date") by and between CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and CONSOLIDATED DISPOSAL SERVICE, LLC dba REPUBLIC SERVICES (hereinafter, "CONTRACTOR"). For purposes of this Second Amendment, the capitalized term "Parties" shall be a collective reference to both CITY and CONTRACTOR. The capitalized term "Party" may refer to either CITY or CONTRACTOR, interchangeably.

RECITALS

This Second Amendment is made and entered into with respect to the following facts:

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("Act") and subsequent additions and amendments (codified at California Public Resources Code Section 40000 et seq.), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for the collection of solid waste within their jurisdiction; and

WHEREAS, pursuant to Public Resources Code Section 40059 provides that a city may determine all of the following: (1) aspects of solid waste handling which are of local concern, including, but not limited to, frequency of collection, means of collection and transportation, level of services, charges and fees, and nature, location, and extent of providing solid waste handling services; and (2) whether the services are to be provided by means of nonexclusive franchise, contract, license, permit, or otherwise, either with or without competitive bidding, or if, in the opinion of its governing body, the public health, safety, and well-being so require, by partially exclusive or wholly exclusive franchise, contract, license, permit, or otherwise, either with or without competitive bidding; and (3) the authority to provide solid waste handling services may be granted under terms and conditions prescribed by the governing body of the local governmental agency by resolution or ordinance; and

SECOND AMENDMENT TO COLLECTION SERVICES AGREEMENT

SOLID WASTE COLLECTION SERVICES

Page 2 of 3

WHEREAS, the Franchise Agreement was executed by the Parties on December 9, 2013 under the authority of Public Resources Code Section 40059 and other applicable law; and ; and

WHEREAS, the Franchise Agreement was amended by way of that certain instrument entitled "Amendment No. 1 to Collection Services Agreement", Contract No. 1731(a) dated June 15, 2015 (the "First Amendment"); and

WHEREAS, the Parties now wish to modify the Franchise Agreement further by adjusting the maximum service rates that may be charged to the recipients of solid waste services in San Fernando in response to changes in services that must be provided as result of Senate Bill No. 1383; and

WHEREAS, the schedule rates and charges authorized under the Franchise Agreement as amended by way of all prior amendments, including this Second Amendment, are established as rate ceilings and represent the maximum rate or charge CONTRACTOR may impose on customers receiving solid waste service in the City of San Fernando; and

WHEREAS, this Second Amendment was approved by the City Council at its meeting of August 15, 2022 under Agenda Item No. 7.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

SECTION 1. The Term of Agreement set forth under Section 2.01 of Article 2 of the Franchise Agreement shall be adjusted to reflect a new termination date of February 14, 2027. The extended period of time added to the initial term of the Franchise Agreement shall be counted toward the three (3) additional one-year extension terms referenced under Subsection 2.01.1 of Article 2 of the Franchise Agreement.

SECTION 2. The following exhibits to the Franchise Agreement as previously amended by way of the First Amendment are hereby repealed and shall be of no further force or effect after 11:59 P.M. effective on July 31, 2022: Exhibits 1a through 1e all dated December 9, 2013. Said exhibits are hereby replaced and superseded by an amended and updated schedule of rates and charges identified as Exhibits 1a through 1e each dated August 15, 2022 (collectively, the "2022 Amended Rate Schedule") which are attached hereto and incorporated hereto as **Attachment "A-1."** The various rates and charges set forth in the 2022 Amended Rate Schedule will take effect at 12:00 A.M. effective on August 1, 2022. The document entitled Confirmation of Compliance with Applicable State Laws which is attached and incorporated hereto as **Attachment "A-2"** clarifies the modified services and duties contemplated under this Second Amendment and Attachment "A-1", including modified services and duties corresponding to the City's compliance with SB 1383 (Chapter 395, Statutes of 2016). The Franchise Agreement as previously amended by way of the First Amendment is attached and incorporated as **Attachment**

SECOND AMENDMENT TO COLLECTION SERVICES AGREEMENT

SOLID WASTE COLLECTION SERVICES

Page 3 of 3

"B" to this Second Amendment.

SECTION 3. The text of Section 7 of the First Amendment is repealed and shall be of no further force or effect after 11:59 P.M. on July 31, 2022 and shall thereafter be governed by the revised Exhibit 1b of the 2022 Amended Rate Schedule.

SECTION 4. Except as otherwise set forth in this Second Amendment, the Franchise Agreement as amended by way of the First Amendment shall remain binding, controlling, and in full force and effect. Article 44 of the Franchise Agreement notwithstanding, the Second Amendment, together with the Franchise Agreement and the First Amendment, shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents. (In the event of a conflict or inconsistency between the provisions of this Second Amendment, and the provisions of the Franchise Agreement or the First Amendment, the provisions of this Second Amendment shall govern and control but only to the extent of the conflict or inconsistency and no further.

IN WITNESS WHEREOF, the Parties hereto have caused this Second Amendment to be executed on the day and year second appearing above.

CITY:

CITY OF SAN FERNANDO

By: 
1041FC9C27C7499...
Nick Kimball, City Manager

APPROVED AS TO FORM

By: 
9E6768364A9F4FC...
Richard Padilla, Assistant City Attorney

CONTRACTOR:

**CONSOLIDATED DISPOSAL SERVICE, LLC
dba REPUBLIC SERVICES**

By: 
0B7ECB1534274D4...
Name: Mitchell Kopczyk
Title: General Manager

Collection Service Agreement - August 15, 2022

Exhibit 1a MAXIMUM SERVICE RATES – SFD SERVICES		
Processing / Disposal Cost Per Ton		Facility Name
<u>\$30.00</u> /Ton Refuse Disposal		Sunshine Canyon Landfill
<u>\$0.00</u> /Ton Processed Recyclable Material		Sun Valley Paper Stock
<u>\$44.00</u> /Ton Processed Organic Waste		Conservation Station
A. BASE SERVICE – SFD CART COLLECTION SERVICE (WEEKLY REFUSE, RECYCLING AND ORGANIC WASTE COLLECTION IN 64 GALLON CARTS)		
A1	STANDARD MONTHLY SOLID WASTE COLLECTION RATE – CURBSIDE	<u>\$25.11</u>
B. ADDITIONAL SERVICES – AT CUSTOMER REQUEST		
B1	MONTHLY SOLID WASTE COLLECTION RATE – BACKYARD	<u>\$32.36</u>
	Additional Curbside Refuse Cart (added to Line A1)	<u>\$8.10</u>
	Additional Backyard Refuse Cart (added to Line B1)	<u>\$8.10</u>
	Additional Curbside Recycling Cart (added to Line A1)	<u>\$0.00</u>
	Additional Backyard Recycling Cart (added to Line B1)	<u>\$0.00</u>
	Additional Curbside Organic Waste Cart (added to Line A1)	<u>\$0.00</u>
	Additional Backyard Organic Waste Cart (added to Line B1)	<u>\$0.00</u>
	Additional Cart Exchange	<u>\$8.10</u> each additional cart/occurrence
	Additional Cart Replacement	<u>\$8.10</u> each additional cart/occurrence
	Additional Bags/Lifts Collection in excess of 1 per quarter	<u>\$6.06</u> each cubic yard/bag
	Additional Large Item Collection	<u>\$8.10</u> each cubic yard/occurrence (Note SFD Service Units have six (6) free collections per Agreement year)

Collection Service Agreement

August 15, 2022

Exhibit 1b MAXIMUM SERVICE RATES –MFD AND COMMERCIAL SERVICES						
Processing / Disposal Cost Per Ton					Facility Name	
\$30.00/Ton Refuse Disposal					Sunshine Canyon Landfill	
\$0.00/Ton Processed Recyclable Material					Sun Valley Paper Stock	
\$0.00/Ton Processed Mixed Waste					N/A	
\$44.00/Ton Processed Green Waste					Conservation Station	
\$65.00/Ton Processed Food Waste					Community Recycling	
REFUSE COLLECTION						
Container Size	Collection Frequency					
	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
65 Gallon	\$49.62	\$99.24	\$148.86	\$198.48	\$248.10	\$297.73
96 Gallon	\$74.08	\$148.86	\$223.30	\$297.71	\$372.16	\$446.59
1 CY	\$148.86	\$297.71	\$446.59	\$595.45	\$744.32	\$893.18
1.5 CY	\$153.25	\$306.49	\$459.76	\$613.04	\$766.27	\$919.51
2 CY	\$157.65	\$315.31	\$472.96	\$630.59	\$788.26	\$945.88
3 CY	\$166.45	\$332.85	\$499.33	\$665.76	\$832.19	\$998.62
4 CY	\$175.21	\$350.45	\$525.68	\$700.89	\$876.12	\$1051.33
5 CY	\$184.01	\$368.03	\$552.04	\$736.06	\$920.07	\$1104.07
6 CY	\$192.80	\$385.60	\$578.39	\$771.21	\$964.01	\$1156.81
8 CY	\$202.43	\$404.87	\$607.35	\$809.78	\$1012.21	\$1214.64
RECYCLING COLLECTION (60% of Refuse)						
65 Gallon (each additional cart over 2)	\$29.48	\$58.97	\$88.44	\$117.90	\$147.31	\$176.90
96 Gallon (each additional cart over 2)	\$44.20	\$88.44	\$132.64	\$176.90	\$221.08	\$265.28
1 CY	\$89.31	\$178.62	\$267.94	\$357.26	\$446.59	\$535.91
1.5 CY	\$91.94	\$183.90	\$275.85	\$367.81	\$459.76	\$551.74
2 CY	\$94.60	\$189.16	\$283.77	\$378.35	\$472.96	\$567.53
3 CY	\$99.87	\$199.72	\$299.59	\$399.44	\$499.33	\$599.18

CITY of San Fernando

Collection Service Agreement

August 15, 2022

Exhibit 1b MAXIMUM SERVICE RATES –MFD AND COMMERCIAL SERVICES						
4 CY	<u>\$105.15</u>	<u>\$210.25</u>	<u>\$315.42</u>	<u>\$420.55</u>	<u>\$525.68</u>	<u>\$630.80</u>
5 CY	<u>\$110.41</u>	<u>\$220.81</u>	<u>\$331.22</u>	<u>\$441.65</u>	<u>\$552.04</u>	<u>\$662.47</u>
6 CY	<u>\$115.68</u>	<u>\$231.36</u>	<u>\$347.03</u>	<u>\$462.73</u>	<u>\$578.39</u>	<u>\$694.10</u>
8 CY	<u>\$121.48</u>	<u>\$242.94</u>	<u>\$364.40</u>	<u>\$485.87</u>	<u>\$607.35</u>	<u>\$728.79</u>
GREEN WASTE/FOOD WASTE COLLECTION (75% of Refuse)						
65 Gallon	<u>\$37.20</u>	<u>\$74.44</u>	<u>\$111.63</u>	<u>\$148.86</u>	<u>\$186.07</u>	<u>\$223.32</u>
96 Gallon	<u>\$55.83</u>	<u>\$167.47</u>	<u>\$167.47</u>	<u>\$223.30</u>	<u>\$279.12</u>	<u>\$334.91</u>
1 CY	<u>\$111.64</u>	<u>\$223.30</u>	<u>\$334.94</u>	<u>\$446.59</u>	<u>\$558.23</u>	<u>\$669.89</u>
1.5 CY	<u>\$114.94</u>	<u>\$229.91</u>	<u>\$344.81</u>	<u>\$459.78</u>	<u>\$574.72</u>	<u>\$689.66</u>
2 CY	<u>\$118.23</u>	<u>\$236.48</u>	<u>\$354.71</u>	<u>\$472.96</u>	<u>\$591.19</u>	<u>\$709.44</u>
3 CY	<u>\$124.84</u>	<u>\$249.66</u>	<u>\$374.48</u>	<u>\$499.33</u>	<u>\$624.16</u>	<u>\$748.98</u>
4 CY	<u>\$131.42</u>	<u>\$262.82</u>	<u>\$394.27</u>	<u>\$525.68</u>	<u>\$657.09</u>	<u>\$788.50</u>
5 CY	<u>\$138.00</u>	<u>\$276.04</u>	<u>\$414.02</u>	<u>\$552.04</u>	<u>\$690.07</u>	<u>\$828.06</u>
6 CY	<u>\$144.62</u>	<u>\$289.19</u>	<u>\$433.80</u>	<u>\$578.39</u>	<u>\$723.02</u>	<u>\$867.03</u>
8 CY	<u>\$151.82</u>	<u>\$303.64</u>	<u>\$455.51</u>	<u>\$607.35</u>	<u>\$759.17</u>	<u>\$910.97</u>
Push Rates	0-25 feet	26-49 feet	50-75 feet	76-100 feet	101+ feet	
	N/C	<u>\$8.78</u>	<u>\$8.78</u>	<u>\$17.54</u>	<u>\$17.54</u>	
Cart or Bin Cleaning Each Occurrence			Cart	1 – 4 CY Bin	5+ CY Bin	
			<u>\$35.10</u>	<u>\$70.20</u>	<u>\$140.41</u>	
Additional Bin Exchange (each additional bin/occurrence)		<u>\$17.54</u>	Additional Cart Exchange (each additional cart/occurrence)		<u>\$8.78</u>	
Additional Bin Replacement (each additional bin/occurrence)		<u>\$17.54</u>	Additional Cart Replacement (each additional cart/occurrence)		<u>\$8.78</u>	
MFD and Commercial Bulky Waste Collection			<u>\$43.87</u> Each cubic yard/occurrence (Note MFD Service Units have two (2) free collections per Agreement year)			
MFD and Commercial Overage Waste Collection			<u>\$36.85</u> Each cubic yard/occurrence			
Additional Universal Waste Pick-up			<u>\$43.87</u> Each additional item/occurrence			

Collection Service Agreement

August 15, 2022

Exhibit 1c Maximum Service Rates – SFD, MFD and Commercial Debris Box Services						
Container Size	Collection Frequency					
	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
10 CY Box ¹	\$159.28	\$318.60	\$477.88	\$637.17	\$860.19	\$1083.19
20 CY Box ¹	\$159.28	\$318.60	\$477.88	\$637.17	\$860.19	\$1083.19
30 CY Box ¹	\$210.26	\$420.54	\$630.79	\$841.07	\$1051.33	\$1261.61
40 CY Box ¹	\$210.26	\$420.54	\$630.79	\$841.07	\$1051.33	\$1261.61
10 CY Lowboy ¹	\$159.28	\$318.60	\$477.88	\$637.17	\$860.19	\$1083.19
Compactor ¹	\$210.26	\$420.54	\$630.79	\$841.07	\$1051.33	\$1261.61
¹ All 10, 20, 30, 40 CY boxes and compactors are pull rates only; disposal will be based on actual disposal costs. The total customer rate will be the total cost for the collection and disposal.						

Exhibit 1d MAXIMUM SERVICE RATES – EMERGENCY SERVICE RATES - EMPLOYEES	
Labor Position	Hourly Rate
DRIVER	\$46.60

Exhibit 1e MAXIMUM SERVICE RATES -- EMERGENCY SERVICE RATES - EQUIPMENT		
Labor Position or Equipment Type	Make & Model	Hourly Rate
Vehicle - Front Load - COM/MFD	McNeilus Pacific Series	\$60.00
Vehicle - Automated Side Loader - SFD	McNeilus Auto Reach	\$60.00
Vehicle - Roll Off	AutoCar AMRO-H22	\$60.00

CONTRACT NO. 1731(b)**ATTACHMENT "A-2"****COLLECTION SERVICE AGREEMENT****AUGUST 15, 2022****CONFIRMATION OF COMPLIANCE WITH APPLICABLE STATE LAWS**

This Attachment A-2 is incorporated into that certain document entitled "Second Amendment to Collection Services Agreement (Consolidated Disposal Service, LLC dba Republic Service) – Solid Waste Collection Services", Contract No. 1731(b), dated August 15, 2022. (the "Second Amendment"). The Second Amendment further amends that certain franchise agreement between the City of San Fernando ("City") and Consolidated Disposal Service, LLC dba Republic Service, Contract No. 1731, as the same was previously amended by way of a first amendment dated July 13, 2015, Contract No. 1731(a) (collectively, the "Franchise Agreement").

Section 1. For purposes of this Attachment A-2 the following term shall have the meaning set forth below:

Applicable State Laws. means the California Integrated Waste Management Act of 1989 (sometimes referred to as CIWMA or "AB 939"), Public Resources Code § 40000 and following as it may be amended, including but not limited to, the Jobs and Recycling Act of 2011 (AB 341), SB 1016 (Chapter 343, Statutes of 2008 [Wiggins, SB 1016]), the Mandatory Commercial Organics Recycling Act of 2014 (AB 1826), and the Short-Lived Climate Pollutants Bill of 2016 (SB 1383), and as implemented by the regulations of CalRecycle.

Cart means a "cart" as defined under Section 70-3 of the San Fernando Municipal Code.

CCR means the State of California Code of Regulations. CCR references are preceded with a number that refers to the relevant Title of the CCR (e.g., "14 CCR" refers to Title 14 of CCR).

CalRecycle means the California Department of Resources Recycling and Recovery.

Commercial Business shall have the same meaning as set forth under 14 CCR Section 18982(a)(6).

Commercial Edible Food Generator includes a Tier One or a Tier Two Commercial Edible Food Generator as defined in Sections 3(rrr) and 3(sss) of this ordinance or as otherwise defined in 14 CCR Section 18982(a)(73) and (a)(74). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR Section 18982(a)(7).

Compost means product resulting from the controlled biological decomposition of organic Solid Wastes that are Source Separated from the municipal Solid Waste stream, or which are separated at a centralized facility or as stated in 14 CCR Section 17896.2(a)(4).

Compostable means materials that can be broken down or decomposed under specific natural conditions or a human-driven Compost process, to create Compost.

Container means a cart, can, commercial bin, debris box, or stationary compactor intended for the purpose of depositing waste for disposal, except construction and demolition debris and bulky items, or Recyclable Materials and Organic Waste for diversion. Containers may be

CONTRACT NO. 1731(b)
ATTACHMENT "A-2"
AUGUST 15, 2022

COLLECTION SERVICE AGREEMENT

provided by City or Contractor, or for manual collection as may be required to be provided by the property owner or occupant generating Solid Waste.

Container Contamination or Contaminated Container means a container, regardless of color, that contains Prohibited Container Contaminants, or as otherwise defined in 14 CCR Section 18982(a)(55).

Edible Food means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this ordinance or as otherwise defined in 14 CCR Section 18982(a)(18), "Edible Food" is not Solid Waste if it is recovered and not discarded. Nothing in this ordinance or in 14 CCR, Division 7, Chapter 12 requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.

Excluded Waste means hazardous substance, hazardous waste, infectious waste, designated waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the Special District and its generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that in City's or Contractor's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose the City to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe collection, processing, recycling, treatment, and disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code.

Hauler Route means the designated itinerary or sequence of stops for each segment of the City's collection service area, or as otherwise defined in 14 CCR § 18982(a)(31.5).

MFD shall have the same meaning as the term "multi-family residence" as defined under Section 70-3 of the San Fernando Municipal Code and includes, but is not limited to, condominium projects, duplexes, townhouse projects, apartment houses, or mobile home parks, irrespective of whether residence therein is transient, temporary or permanent which receive collection services from centralized locations. The foregoing notwithstanding, the term "MFD" does not include hotels, motels, or other transient occupancy facilities which meet the definition of a Commercial Businesses.

Organic Waste or Organics means waste containing material originated from living organisms and their metabolic waste products, and includes, but is not limited to, food, Green waste material, landscape and pruning waste, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined by 14 CCR Section 18982(a). Organic Waste does not include Compostable plastics.

CONTRACT NO. 1731(b)
ATTACHMENT "A-2"
AUGUST 15, 2022

COLLECTION SERVICE AGREEMENT

Organic Waste Container or Organics Container means a Container used for the purpose of storage and collection of Source Separated Organic Waste.

Prohibited container contaminants means materials placed in the incorrect container for resource recovery, includes the following: (i) discarded materials placed in the Recycling Container that are not identified as acceptable Source Separated Recyclable Materials for the Recycling Container; (ii) discarded materials placed in the Organics Container that are not identified as acceptable Source Separated Organics Container Organic Waste for the Organics Container; (iii) discarded materials placed in the Trash Container that are acceptable Source Separated Recyclable Materials and/or Source Separated Organics Container Organic Wastes to be placed in Organics Container and/or Recycle Container; and, (iv) Excluded Waste placed in any container.

Recycling Container has the same meaning as in 14 CCR section 18982.2(a)(5) and shall be used for the purpose of storage and collection of Source Separated Recyclable Materials.

Route Review means a visual inspection of Containers along a Hauler Route for the purpose of determining Container Contamination and may include mechanical Inspection methods such as the use of cameras or probes, or as otherwise defined in 14 CCR Section 18982(a)(65).

SB 1383 means Senate Bill 1383 (Chapter 395, Statutes of 2016). References to SB 1383 herein shall also include the SB 1383 Regulations.

SB 1383 Regulations means the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.

Source Separated means materials, including commingled recyclable materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for resource recovery or as otherwise defined in 14 CCR Section 17402.5(b)(4). Source Separated shall include separation of materials by the generator, property owner, property owner's employee, property manager, or property manager's employee into different containers for the purpose of collection such that Source Separated materials are separated from materials placed in the Trash Container or other Solid Waste for the purposes of collection and processing.

Trash means Solid Waste placed in the designated container for disposal to landfill.

Trash Container means a Container used for the purpose of storage and collection of Trash.

Section 2. The parties acknowledge the requirement that Contractor's performance comply with Applicable State Laws as the same may be amended or modified from time to time, including SB 1383 the Short-Lived Climate Pollutants Bill of 2016. Accordingly, notwithstanding anything in the Second Amendment or the Franchise Agreement to the contrary, the Parties agree as follows:

CONTRACT NO. 1731(b)
ATTACHMENT "A-2"
AUGUST 15, 2022

COLLECTION SERVICE AGREEMENT

A. SFD Collection Services.

With respect to SFD Collection Services, as defined under Section 1.71 of the Franchise Agreement, City, notwithstanding anything to the contrary in the Franchise Agreement, shall at all times during the term of the Franchise Agreement require the owner or occupant of single family dwelling to subscribe to Refuse, Recycling and Organics collection services and Contractor shall provide such services at the rates specified in Attachment "A-1" of the Second Amendment. Contractor will automatically enroll any new or unsubscribed SFC Collection Service customers in Refuse, Recycling and Organics collection services pursuant to Chapter 70 - Solid Waste And Recyclables Collection Services of the San Fernando Municipal Code.

(1) Containers. Contractor shall provide SB 1383 compliant three (3) container collection services as follows:

1. A Green Container for organic waste (only food waste, yard waste, green waste, and other organic materials). A Blue Container for recyclables (nonorganic recyclables, such as bottles, cans, and plastic, and organic waste such as paper and cardboard.) A Gray or Black Container for Trash, non-organic waste only (Items that cannot be recycled or composted).

2. Effective as of November 1, 2022, all SFD Collection Service customers will maintain their existing containers. Replacement of SFD Collection Service containers shall be made from existing containers purchased prior to January 1, 2022 until such time as the Contractor's existing inventory of such containers is exhausted. New or replacement containers requested will be SB 1383 color and compliant. New containers purchased by Contractor after January 1, 2022, are required to meet SB 1383 container colorization (Gray/Black, Blue and Green) and labelling requirements. New containers purchased after January 1, 2022, will require SB 1383 compliant graphic-based labels identifying the acceptable materials permitted within each source-separated cart.

(2) Outreach. Contractor will implement targeted education and outreach efforts to SFD Collection Service customers regarding SB 1383 required programs consisting of educational materials to explain program changes and new program implementation. Contractor will also provide Residential customers with SB 1383 program implementation information in Contractor's four Quarterly newsletters to Customers. Contractor shall provide education and outreach materials in English and Spanish languages.

(c) Contractor and City shall annually review the outreach effort and determine if changes to the outreach program may be required, by mutual agreement.

Section 3. The parties acknowledge the requirement that Contractor's performance comply with Applicable State Laws as the same may be amended or modified from time to time, including SB 1383 the Short-Lived Climate Pollutants Bill of 2016. Accordingly, notwithstanding anything in the Second Amendment or the Franchise Agreement to the contrary, the Parties agree as follows:

CONTRACT NO. 1731(b)
ATTACHMENT "A-2"
AUGUST 15, 2022

COLLECTION SERVICE AGREEMENT

A. MFD Refuse Collection Service. With respect to MFD Refuse Collection Service as defined under Section 1.58 of the Franchise Agreement, City, notwithstanding anything in the Franchise Agreement to the contrary, shall at all times during the term of this Agreement require MFD Refuse Collection Service Customers, to subscribe to Refuse, Recycling and Organics collection services and Contractor shall provide such services at the rates specified in Attachment "A-1" of the Second Amendment. Contractor will automatically enroll any new or unsubscribed MFD Refuse Collection Service customers in Refuse, Recycling and Organics collection services pursuant to Chapter 70 - Solid Waste And Recyclables Collection Services of the San Fernando Municipal Code.

(1.) Containers. Contractor shall provide SB 1383 compliant MFD Refuse Collection Services as follows:

1. A Green Container for organic waste (only food waste, yard waste, green waste, and other organic materials.) A Blue Container for recyclables (nonorganic recyclables, such as bottles, cans, and plastic, and organic waste such as paper and cardboard.) A Gray or Black Container for non-organic waste only (Items that cannot be recycled or composted.)

2. Effective as of January 1, 2022, all MFD Refuse Collection Service c customers will maintain their existing containers. Replacement of MFD Refuse Collection Service containers shall be made from existing containers purchased prior to January 1, 2022, until such time as the Contractor's existing inventory of such containers is exhausted. New or replacement containers requested will be SB 1383 color and compliant. New containers purchased by Contractor after January 1, 2022, are required to meet SB 1383 container colorization (Gray/Black, Blue and Green) and labelling requirements. New containers purchased after January 1, 2022, will require SB 1383 compliant graphic-based labels identifying the acceptable materials permitted within each source separated cart.

(2.) MFD Refuse Collection Service customers will have options for various sizes of metal bins and carts depending on space restrictions and material types.

(3.) Outreach. Contractor will implement targeted education and outreach efforts to Residential customers regarding SB 1383 required programs consisting of educational materials to explain program changes and new program implementation. Contractor will also provide MFD Refuse Collection Service customers with SB 1383 program implementation information in Contractor's four Quarterly newsletters to Customers. Contractor shall provide education and outreach materials in English and Spanish languages.

Section 4. The parties acknowledge the requirement that Contractor's performance comply with Applicable State Laws as the same may be amended or modified from time to time, including SB 1383 the Short-Lived Climate Pollutants Bill of 2016. Accordingly, notwithstanding anything in the Second Amendment or the Franchise Agreement to the contrary, the Parties agree

CONTRACT NO. 1731(b)
ATTACHMENT "A-2"
AUGUST 15, 2022

COLLECTION SERVICE AGREEMENT

as follows:

A. Commercial Collection Service.

With respect to Commercial Collection Service as defined under Section 1.23 of the Franchise Agreement, City shall, notwithstanding anything in the Franchise Agreement to the contrary, at all times during the term of this Agreement require Commercial Collection Service customers to subscribe to Refuse, Recycling and Organics collection services and Contractor shall provide the services at the rates specified in Attachment "A-1" of the Second Amendment. City directs that Contractor automatically enroll any new or unsubscribed Commercial Collection Service customers in Refuse, Recycling and Organics collection services pursuant to Chapter 70 - Solid Waste And Recyclables Collection Services of the San Fernando Municipal Code.

(1.) Containers. Contractor shall provide SB 1383 compliant three (3) container Commercial collection services as follows:

a. A Green Container for organic waste (only food waste, yard waste, green waste, and other organic materials.) A Blue Container for recyclables (non-organic recyclables, such as bottles, cans, and plastic, and organic waste such as paper and cardboard.) A Gray or Black Container for non-organic waste only (Items that cannot be recycled or composted.)

b. Effective as of January 1, 2022, all Commercial Collection Service customers will maintain their existing containers. Replacement of Commercial Collection Service containers shall be made from existing containers purchased prior to January 1, 2022, until such time as the Contractor's existing inventory of such containers is exhausted. New or replacement containers requested will be SB 1383 color and compliant. New containers purchased by Contractor after January 1, 2022, are required to meet SB 1383 container color (Gray/Black, Blue and Green) and labelling requirements. New containers purchased after January 1, 2022, will require SB 1383 compliant graphic-based labels identifying the acceptable materials permitted within each source-separated cart.

c. Commercial Collection Service customers will have options for various sizes of metal bins and carts depending on space restrictions and material types.

(2.) Outreach. Contractor will implement targeted education and outreach efforts to Residential customers regarding SB 1383 required programs consisting of educational materials to explain program changes and new program implementation. Contractor will also provide Commercial Collection Service customers with SB 1383 program implementation information in Contractor's four Quarterly newsletters to such customers. Contractor shall provide education and outreach materials in English and Spanish languages.

(3.) Compliance Review. Contractor shall conduct a review of all Commercial Collection Service customers that generate 2 cubic yards or more per week of Solid Waste.

(4.) Physical Space and De Minimis Waivers. Contractor shall assist City in connection

CONTRACT NO. 1731(b)
ATTACHMENT "A-2"
AUGUST 15, 2022

COLLECTION SERVICE AGREEMENT

with Commercial Collection Service customer applications for Physical Space Waivers and De Minimis Quantity Waivers applied for in compliance with the applicable provisions of the San Fernando Municipal Code. Contractor shall assist City with development of application requirements and protocols, evaluation, and verification of the details in the customer waiver applications, and provide assistance with preparation of City's written determinations on Customer waiver applications

(5.) Edible Food Recovery.

a. Effective no later than January 1, 2022, Contractor shall identify all Commercial Collection Service customers that meet the definition of Tier One and Tier Two Commercial Edible Food Generators and provide a list of such customers to the City, which shall include: Customer name; service address; contact information; Tier One or Tier Two classification; and, type of business (as it relates to the Tier One and Tier Two Commercial Edible Food Generator definitions).

b. Commencing as of January 1, 2022, and at least annually thereafter, Contractor shall cooperate with City and/or its consultants to conduct inspections of Tier One Commercial Edible Food Generators, Food Recovery Organizations, and Food Recovery Services to assess compliance with the requirements of 14 CCR Chapter 12 Article 10.

c. At least annually, the Contractor shall provide Commercial Edible Food Generators with the following information: (i.) Information about the Contractor's and/or City's Edible Food Recovery program; (ii.) Information about the Commercial Edible Food Generator requirements under 14 CCR Chapter 12 Article 10; (iii.) Information about Food Recovery Organizations and Food Recovery Services operating within the City, and where a list of those Food Recovery Organizations and Food Recovery Services can be found; and, (iv.) Information about actions that Commercial Edible Food Generators can take to prevent the creation of Food Waste.

d. The Contractor may provide the education information required by this section by including it with regularly scheduled notices, education materials, billing inserts, or other information disseminated to Commercial Collection Service customers.

e. Contractor shall cooperate with the implementation, expansion, or operation of Food Recovery efforts in the City, Food Recovery Organizations, and/or Food Recovery Services.

(6.) Site Visits and Waste Assessments.

a. Contractor will include an outreach and technical assistance plan in the AB 341, AB 827, AB 1826, and SB 1383 Implementation Plan identifying the site visit schedule for which to send a Contractor representative to visit each Commercial Generator's Premises for the purpose of assessing how much Source Separated Recyclable Materials and Organic Waste is being Disposed; assessing Source Separated Recyclable Materials and Organic Waste Collection service level needed to meet the requirements of SB 1383. Contractor

CONTRACT NO. 1731(b)
ATTACHMENT "A-2"
AUGUST 15, 2022

COLLECTION SERVICE AGREEMENT

will also provide a site visit to any Commercial Generator that requests a site visit.

b. Beginning January 1, 2023, and annually thereafter, the Contractor representative shall follow-up with Commercial Generators who are required to participate in Source Separated Recyclable Materials and SSGCOW Collection service under Applicable Law, including but not limited to AB 341, AB 1826, and SB 1383. The Contractor shall determine whether these Generators are participating in the Source Separated Recyclable Materials and Organic Waste Collection Service. If the Generator is not in compliance or not participating, the representative shall assist the Customers with selecting appropriate Containers and Container sizing, identifying acceptable Organic Waste collection services as set forth.

c. Contractor shall provide on-site training for Commercial Generators' staff if requested, including, but not limited to: management, kitchen staff, service employees, and janitorial staff.

d. For each on-site waste assessment conducted by Contractor, Contractor shall include documentation of the items listed below. City reserves the right to request Contractor's documentation of additional information, and shall authorize the format for required information.

- i. Pictures of material in all Containers
- ii. Characteristics of the property, business, and Generator type
- iii. Written recommendations for the appropriate service Level for each material type
- iv. Provision of outreach and education materials appropriate to the Generator type
- v. Determination of signage placement
- vi. Determination of any on-going training needs
- vii. Determination of any access needs
- viii. Documentation of any special service needs, (such as, but not limited to, seasonal, automated on-call compactor, etc.)
- ix. Documentation of records of communications with the Generator

Section 5. A. SB 1383 Contamination Monitoring and Enforcement.

(1.) Contractor shall conduct annual route reviews each calendar year for contaminants in containers provided to SFD Collection Service customers in a manner that results in all routes

CONTRACT NO. 1731(b)
ATTACHMENT "A-2"
AUGUST 15, 2022

COLLECTION SERVICE AGREEMENT

being reviewed annually. Contractor shall visually inspect the contents of a reasonably representative number of such containers. Contractor shall develop a route review methodology that complies with the requirements of 14 CCR Section 18984.5(b). Contractor's proposed route review methodology shall include its plan for Container inspections and shall also include its plan for prioritizing the inspection of customers that are more likely to be out of compliance.

(2.) Contractor shall document Contamination and will notify customers of the Contamination by affixing a cart contamination tag to the cart. Cart tags will be issued to inform customers of proper material separation requirements and Contamination fees and charges. Contractor may, at its discretion collect the Container as Recyclable Materials, Organics, or Refuse. As set forth in (c) below, Contractor may charge customers with contaminated containers identified through routine periodic Contamination monitoring a contamination fee in accordance with the schedule in Attachment "A-1" of the Second Amendment.

(3.) Route reviews will be conducted by a residential route auditor as part of the contamination minimization program. The auditor will perform contamination monitoring requirements. Contaminated containers will be identified, and the customer notified by use of cart contamination tags affixed to the cart.

a. Notification to Customers: Container tags will be issued to inform customers of proper material separation requirements and Contamination fees and charges.

b. Contamination Fee: A Contamination Fee will be charged to customers with contaminated container identified through routine periodic Contamination monitoring in accordance with the requirements in Attachment "A-1" of the Second Amendment.

[END OF ATTACHMENT A-2]

CONTRACT NO. 1731(a)

Amendment No. 1
to
Collection Services Agreement

By and Between

City of San Fernando, a Municipal Corporation,

and

Consolidated Disposal Service, LLC, a Delaware Limited Liability Company
dba Republic Services

Amendment No. 1
to
Collection Services Agreement
No. 1731

This Amendment No. 1 ("Amendment") to the Collection Services Agreement ("Agreement") is entered into as of this 15th day of June, 2015 by and between the City of San Fernando, a municipal corporation organized and operating under the laws of the State of California ("City"), and Consolidated Disposal Service, LLC, a Delaware Limited Liability Company *dba* Republic Services ("Collector"), collectively "the Parties", as follows:

RECITALS

This Amendment is entered into on the basis of the following facts and understandings of the Parties hereto:

- A. Whereas, the Parties entered into the Collection Services Agreement ("Agreement") on December 13, 2013, attached as Exhibit "A" to this Amendment No. 1, and incorporated by reference herein; and
- B. Whereas, the Parties have met and conferred to determine mutually acceptable modifications to the Agreement; and
- C. Whereas, the Parties desire to now memorialize the modifications to the Agreement by means of this Amendment; and
- D. Whereas, as of the date of this Amendment, Collector and City are in compliance with all terms and conditions of the Agreement.

NOW THEREFORE, the Parties do agree and amend the Agreement as follows:

Amendment No. 1

The Parties hereby agree to the following amendment of the Agreement:

- 1. The Parties hereby incorporate the above Recitals as a material element of this Amendment.
- 2. Amendment to Agreement at section 1.3.6. Section 1.3.6 of the Agreement is amended to read as follows:

1.36 Consumer Price Index (CPI). "CPI" means the index published by the U.S. Department of Labor, Bureau of Labor Statistics, Series Id: CUUR0000SEHG Water, Sewer and Trash Collection Services, All Urban Consumers for Los Angeles-Riverside-Orange County Area, California.

3. Amendment to Agreement at section 10.01.2. Section 10.01.2 of the Agreement is amended to read as follows:

"10.01.2. Production of Invoices for SFD Service Units. The CONTRACTOR shall produce an invoice, in a form and format that is approved by the City Representative, for SFD Service Recipients received under this Agreement. The CONTRACTOR shall coordinate its production of invoices with its system automated bi-monthly schedule, by which customers are billed for the current month and one month in advance (every two (2) months). The CONTRACTOR'S invoice shall be remitted to the Service Recipient within five (5) days of the billing day (25th of every other month). Notification of future rate increases shall be included in at least one invoice prior to the affected rate increase date."

4. Amendment to Agreement section 10.01.7 Delinquent Service Accounts. Section 10.01.7 of the Agreement is amended to read as follows:

"10.01.7 Delinquent Service Accounts. The CONTRACTOR may report to the City Representative, on a monthly basis, (1) a SFD Service Recipient who has received Collection Service and whose account is over ninety (90) days past due, and (2) a MFD or a Commercial Service Recipient whose account is over forty-five (45) days past due ("Delinquent Account"). The CITY, however, is not in any way responsible to assist CONTRACTOR in collecting Delinquent Accounts, or in any way responsible to compensate CONTRACTOR for revenues lost due to Delinquent Accounts. The CONTRACTOR may, in its sole discretion, take such action as is legally available to collect or cause collection of such past due amounts from Delinquent Accounts, including removing Recycling Carts and Bins and Organic Waste Carts and Bins, reducing the provision of Refuse Collection Services to the smallest Cart or Bin size to any Service Unit due to non-payment, or CONTRACTOR may suspend/stop service to the Delinquent Account until such time as the account status is fully restored including any fees or deposits required."

5. Amendment to Agreement section 9.01 City Collection Services. Section 9.01.6 of the Agreement is amended to read as follows:

Add: CONTRACTOR agrees, as part of the services CITY and CONTRACTOR have agreed to in this Agreement and in addition to all other agreed upon services, to collect bulky items, including but not limited to: large pieces of yard waste, materials generated as part of CITY's residents' home renovations, Christmas Trees, etc. in consideration for CITY provided CONTRACTOR office space for a

Customer Representative at City Hall. Such collection shall not exceed fifteen (15) items per week. Should the number of items exceed fifteen (15) items per week, the City will be billed \$25 per item over the fifteen (15) item limit.

6. Amendment to Agreement section 9.01 City Collection Services. Section 9.01.2 of the Agreement is amended to read as follows:

Add: CONTRACTOR agrees, as part of the services CITY and CONTRACTOR have agreed to in this Agreement and in addition to all other agreed upon services, to provide trash collection services at CITY's bus stop locations for the remainder of the term of this Agreement.

7. Amendment to Exhibit 1b, Maximum Service Rates (MFD & Commercial Services). Exhibit 1b is amended to read as follows:

Add: Locking Lid service rates per customer service requests. Locking lid service rate is \$6.00 per month/per container.

8. Amendment to Exhibit 2a, CITY Facilities. Exhibit 2a is deleted in its entirety, and replaced with the attached revised Exhibit 2a, incorporated by reference as though fully set forth herein, with the following changes:

- a. Add: Rudy Ortega Sr. Park site (2025 Fourth Street) to list of CITY owned and maintained facilities where CONTRACTOR is responsible for providing trash and recycling collection. This site was not listed in the original agreement 2a exhibit.
- b. Add: and increase additional City water sites (see attached)

9. Amendment to Exhibit 3a, Approved Facilities – Disposal. Exhibit 3a is amended as follows:

Add: CONTRACTOR designated landfill/transfer station sites for inert material disposal, C & D Mixed waste recycling and Mixed Food Waste recycling amending the operations plan/approved facilities. Disposal Site Information:

Sun Valley Landfill, (Vulcan Materials) located at 9436 Glenoaks Blvd., Sun Valley, CA 91352. Waste type: Inert (clean concrete, dirt, asphalt), 1,823 permitted maximum tons per day, \$175.00 per load.

East Valley Diversion/Downtown Diversion (WM) located at 11616 Sheldon St., Sun Valley, CA 91352. Waste type: (inert, mixed waste) - \$49.35 per ton. 70% Diversion.

Waste Transfer & Recycling Transfer Station, (WTR-WM) located at 840 S. Mission Road, Los Angeles, CA 90023. Waste type: (mixed food, Organic) - \$64.00 per ton. 85% Diversion.

American Reclamation, located at 4560 Doran St., Los Angeles, CA 90039. Waste type: Mixed C&D - \$45.00 per ton. 70% Diversion.


10. Amendment to Exhibit 4, City Sponsored Events. Exhibit 4 is deleted and replaced in its entirety as follows:

The original Agreement Exhibit 4, "City Sponsored Events" list, is deleted and replaced in its entirety with the attached updated City Sponsored Events list prepared by the City of San Fernando Public Works Department on March 11, 2014.

11. All other terms and conditions of the Agreement to remain in full force and effect.

IN WITNESS WHEREOF, the CITY and the CONTRACTOR have executed this Agreement on the day and year first written above.

CITY OF SAN FERNANDO



City Manager

7.13.2015
Date

CONSOLIDATED DISPOSAL SERVICE, LLC
dba REPUBLIC SERVICES



Ronald R. Krall, Vice President

Date


The foregoing Amendment to the Agreement has been reviewed and approved:

Approved as to Form:


Rick Olivarez, City Attorney

7/20/15
Date

ATTEST:


Elena G. Chávez, City Clerk

7/20/15
Date

Exhibit "A"

Master Agreement

(Please refer to Contract No. 1731)

Original

Collection Service Agreement

December 9, 2013

CONTRACT NO. 1731

*Approved at a Special Meeting of the
San Fernando City Council on December 6, 2013*

COLLECTION SERVICE AGREEMENT

**Executed Between the City of San Fernando
and
Consolidated Disposal Service, LLC.**

**Approved
This 9th day of December 2013**

Collection Service Agreement

December 9, 2013

This page intentionally left blank.

TABLE OF CONTENTS

Collection Service Agreement

COLLECTION SERVICE AGREEMENT..... 1

ARTICLE 1. DEFINITIONS..... 8

ARTICLE 2. TERM OF AGREEMENT..... 15

ARTICLE 3. SERVICES PROVIDED BY THE CONTRACTOR 15

ARTICLE 4. DIVERSION REQUIREMENTS..... 22

ARTICLE 5. SERVICE UNITS 25

ARTICLE 6. SFD COLLECTION SERVICES 25

ARTICLE 7. MFD COLLECTION SERVICES 32

ARTICLE 8. COMMERCIAL COLLECTION SERVICES 33

ARTICLE 9. CITY COLLECTION SERVICES 39

ARTICLE 10. CHARGES AND RATES 40

ARTICLE 11. COLLECTION ROUTES..... 43

ARTICLE 12. COLLECTION VEHICLES..... 44

ARTICLE 13. CUSTOMER SERVICE 45

ARTICLE 14. PUBLIC OUTREACH SERVICES 47

ARTICLE 15. EMERGENCY SERVICE PROVISIONS 50

ARTICLE 16. RECORD KEEPING & REPORTING REQUIREMENTS 50

ARTICLE 17. NONDISCRIMINATION 53

ARTICLE 18. SERVICE INQUIRIES AND COMPLAINTS 53

ARTICLE 19. QUALITY OF PERFORMANCE OF CONTRACTOR..... 54

ARTICLE 20. BILLING AUDIT AND PERFORMANCE REVIEWS 58

ARTICLE 21. PERFORMANCE BOND 59

ARTICLE 22. INSURANCE 59

ARTICLE 23. INDEMNIFICATION..... 62

ARTICLE 24. DEFAULT OF AGREEMENT 64

ARTICLE 25. MODIFICATIONS TO THE AGREEMENT 67

ARTICLE 26. LEGAL REPRESENTATION 69

Collection Service Agreement

December 9 , 2013

ARTICLE 27. FINANCIAL INTEREST	69
ARTICLE 28. CONTRACTOR'S PERSONNEL.....	69
ARTICLE 29. EXEMPT WASTE	70
ARTICLE 30. INDEPENDENT CONTRACTOR	70
ARTICLE 31. LAWS TO GOVERN	70
ARTICLE 32. CONSENT TO JURISDICTION.....	70
ARTICLE 33. ASSIGNMENT	70
ARTICLE 34. COMPLIANCE WITH LAWS	71
ARTICLE 35. PERMITS AND LICENSES	72
ARTICLE 36. OWNERSHIP OF WRITTEN MATERIALS.....	72
ARTICLE 37. WAIVER	72
ARTICLE 38. PROHIBITION AGAINST GIFTS	72
ARTICLE 39. POINT OF CONTACT	72
ARTICLE 40. CONFLICT OF INTEREST	72
ARTICLE 41. NOTICES	73
ARTICLE 42. TRANSITION TO NEXT CONTRACTOR	73
ARTICLE 43. CONTRACTOR'S RECORDS	74
ARTICLE 44. ENTIRE AGREEMENT	74
ARTICLE 45. SEVERABILITY	74
ARTICLE 46. RIGHT TO REQUIRE PERFORMANCE	74
ARTICLE 47. ALL PRIOR AGREEMENTS SUPERSEDED	75
ARTICLE 48. HEADINGS.....	75
ARTICLE 49. EXHIBITS	75
ARTICLE 50. REPRESENTATIONS AND WARRANTIES	75
ARTICLE 51. EFFECTIVE DATE	77
EXHIBIT 1 Maximum Service Rates	
EXHIBIT 2 City Facilities	
EXHIBIT 3 Approved Facilities	
EXHIBIT 4 City-Sponsored Events	
EXHIBIT 5 Transition Plan	

Collection Service Agreement

December 9 , 2013

- EXHIBIT 6 Public Education Plan
- EXHIBIT 7 Diversion Plan
- EXHIBIT 8 Customer Service Plan
- EXHIBIT 9 Collection Service Operations Plan
- EXHIBIT 10 Disposal Plan
- EXHIBIT 11 Vehicle Specifications
- EXHIBIT 12 Container Specifications
- EXHIBIT 13 Approved Subcontractors

Collection Service Agreement

December 9 , 2013

This page intentionally left blank.

Collection Service Agreement**December 9 , 2013****CITY OF SAN FERNANDO**

This Agreement is made and entered into this 9th day of December 2013, by and between the City of San Fernando, State of California, hereinafter referred to as "CITY" and Consolidated Disposal Service, LLC, a State of Delaware corporation, hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS; the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("Act") and subsequent additions and amendments (codified at California Public Resources Code Section 40000 et seq.), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for Refuse collection within their jurisdiction; and,

WHEREAS; the State of California has found and declared that the amount of Refuse generated in California, coupled with diminishing landfill space and potential adverse environmental impacts from landfilling and the need to conserve natural resources, have created an urgent need for State and local agencies to enact and implement an aggressive integrated waste management program. The State has, through enactment of the Act, directed the responsible State agency, and all local agencies, to promote disposal site diversion and to maximize the use of feasible refuse reduction, re-use, recycling, and composting options in order to reduce the amount of Refuse that must be disposed of in disposal sites; and,

WHEREAS; pursuant to California Public Resources Code Section 40059(a) as may be amended from time to time, the CITY has determined that the public health, safety, and well-being require that an exclusive right be awarded to a qualified contractor to provide for the collection of refuse, recyclable materials, and organic waste materials, except for collection of materials excluded in the CITY'S Municipal Code, and other services related to meeting the Act's 50 percent diversion goal and other requirements of the Act; and,

WHEREAS; the CITY further declares its intent to regulate and set the maximum rates CONTRACTOR will charge customers for the collection, transportation, processing, recycling, composting, and/or disposal of refuse, recyclable materials, and organic waste materials; and,

WHEREAS; the City Council has determined through a competitive procurement process for collection services that CONTRACTOR, by demonstrated experience, reputation and capacity, is qualified to provide for the collection of refuse, recyclable materials, and organic waste materials within the corporate limits of the CITY, the transportation of such material to appropriate places for processing, recycling, composting and/or disposal; and City Council desires that CONTRACTOR be engaged to perform such services on the basis set forth in this Agreement; and,

WHEREAS; the CONTRACTOR, through its proposal to the CITY, has proposed and represented that it has the ability and capacity to provide for the collection of refuse, recyclable materials, and organic waste materials within the corporate limits of the CITY; the transportation of such material to appropriate places for processing, recycling, composting and/or disposal; and the processing of materials; and,

WHEREAS, this Agreement has been developed by and is satisfactory to the CITY and the CONTRACTOR,

Collection Service Agreement**December 9 , 2013**

Now, therefore, in consideration of the mutual covenants, conditions and consideration contained herein, the CITY and CONTRACTOR hereby agree as hereinafter set forth:

ARTICLE 1. Definitions

For the purpose of this Collection Service Agreement, hereinafter referred to as "Agreement", the definitions contained in this Article shall apply unless otherwise specifically stated. If a word or phrase is not defined in this Article, the definition of such word or phrase as contained in the CITY Municipal Code shall control. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Use of the masculine gender shall include the feminine gender.

1.01 AB 939. The California Integrated Waste Management Act (California Public Resources Code Sections 40000 et al.), as amended from time to time.

1.02 AB 341. The California legislation (Stats. 2006, Ch. 476), as it may be amended from time to time, that, among other things, added Chapter 12.8 of Part 3 of Division 30 of the Public Resources Code (commencing with section 42649) imposing mandatory commercial recycling requirements and requirements that each jurisdiction implement an outreach and education program and monitor compliance with the mandatory commercial recycling requirements.

1.03 Agreement. The written document and all amendments thereto, between the CITY and the CONTRACTOR, governing the provision of Collection Services as provided herein.

1.04 Agreement Year. Each twelve (12) month period from July 1st to June 30th, except the first Agreement Year begins on February 15, 2014 and ends on June 30, 2015, and the last Agreement Year will end on February 14, 2024 unless otherwise extended by the CITY according to Article 2 of this Agreement.

1.05 Approved Sharps Container. A receptacle that is approved by CITY for the Collection of Sharps.

1.06 Bin. A metal or plastic container, with a capacity of one (1) cubic yard up to and including six (6) cubic yards, designed or intended to be mechanically dumped into a loader packer type truck that is approved for such purpose by the CITY.

1.07 Biohazardous or Biomedical Waste. Any waste which may cause disease or reasonably be suspected of harboring pathogenic organisms; included are waste resulting from the operation of medical clinics, hospitals, and other facilities processing wastes which may consist of, but are not limited to, human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, Sharps, contaminated clothing and surgical gloves.

1.08 Brown Goods. Electronic equipment such as stereos, televisions, VCR's, Personal Data Assistants (PDAs), telephones, and other similar items not containing cathode ray tubes (CRTs).

1.09 Business Service Unit. All retail, professional, office, wholesale and industrial facilities, and other commercial enterprises offering goods or services to the public.

1.10 Cart. A heavy plastic receptacle with wheels and a rated capacity not exceeding ninety-six (96) gallons, having a hinged tight-fitting lid, and wheels, that is approved for such purpose by the CITY.

1.11 CITY. The City of San Fernando, California.

Collection Service Agreement

December 9 , 2013

1.12 City Collection Service. City Refuse Collection Service, City Recycling Collection Service, City Green Waste Collection Service, City Food Waste Collection Service, City Used Oil Collection Service, and City Debris Box Collection Service.

1.13 City Debris Box Collection Service. The Collection in Debris Boxes of City Refuse, Recyclable Materials, Organic Waste, or Construction and Demolition Debris generated by City Service Units, Collected and delivered by the CONTRACTOR to an appropriate processing facility or Disposal Facility.

1.14 City Refuse Collection Service. The Collection of Refuse generated from City Service Units that is Collected and delivered to the Disposal Facility by the CONTRACTOR.

1.15 City Food Waste Collection Service. The Collection of Food Waste by the CONTRACTOR from City Service Units in the Service Area, and the delivery of that Food Waste to an Organic Waste processing facility.

1.16 City Green Waste Collection Service. The Collection of Green Waste, generated from City Service Units, that is Collected and delivered to the Organic Waste Processing Facility by the CONTRACTOR.

1.17 City Recycling Collection Service. The Collection of Recyclable Materials, generated from City Service Units, that is Collected and delivered to the Materials Recovery Facility by the CONTRACTOR.

1.18 City Representative. The City Manager, or his/her designee, authorized to administer and monitor the provisions of this Agreement.

1.19 City Service Unit. Those CITY properties or locations as set forth in **Exhibit 2**, "City Facilities", which is attached to and included in this Agreement.

1.20 City Used Oil Collection Service. The Collection of Used Oil in Used Oil Containers and Used Oil Filters in Used Oil Filter Containers, by the CONTRACTOR, from the City's corporation yard and the appropriate disposition of the Used Oil and Used Oil Filters in accordance with the requirements of this Contract.

1.21 Collection. The process whereby Refuse, Recyclable Materials, Green Waste, Food Waste, Organic Waste, Construction and Demolition Debris, Large Items, Used Oil, and Universal Waste are removed and transported to the Disposal Facility, Organic Waste Processing Facility, or Materials Recovery Facility, as appropriate.

1.22 Collection Services. Single-Family Collection Service (SFD), Multi-family Collection Service (MFD), City Collection Service, and Commercial Collection Service.

1.23 Commercial Collection Service. Commercial Refuse Collection Service, Commercial Recycling Collection Service, Commercial Food Waste Collection Service, Commercial Green Waste Collection Service, Commercial Universal Waste Collection Service, and Commercial Debris Box Collection Service.

1.24 Commercial Debris Box Collection Service. The Collection of Commercial Refuse, Recyclable Materials, Green Waste, or Construction and Demolition Debris in Debris Boxes by the CONTRACTOR from Commercial Service Units in the Service Area, and the delivery of collected Commercial Debris Boxes to an appropriate processing facility or Disposal Facility.

1.25 Commercial Food Waste Collection Service. The Collection of Commercial Food Waste by the CONTRACTOR from Commercial Service Units in the Service Area, and the delivery of that Commercial Food Waste to an Organic Waste processing facility.

Collection Service Agreement

December 9 , 2013

1.26 Commercial Green Waste Collection Service. The Collection of Green Waste, generated from Commercial Service Units, that is Collected and delivered to the Organic Waste Processing Facility by the CONTRACTOR.

1.27 Commercial Recycling Collection Service. The Collection of Recyclable Materials by the CONTRACTOR from Commercial Service Units in the Service Area, the delivery of those Recyclable Materials to a Materials Recovery Facility and the processing and marketing of those Recyclable Materials.

1.28 Commercial Refuse Collection Service. The Collection of Refuse by the CONTRACTOR, from Commercial Service Units in the Service Area, and the delivery of that Refuse to the Disposal Facility.

1.29 Commercial Service Unit. Business Service Units and Mixed Use Dwellings that utilize a Refuse Cart or Bin for the accumulation and set-out of Refuse.

1.30 Commercial Universal Waste Collection Service. The Collection of Universal Waste by the CONTRACTOR from Commercial Service Units in the Service Area, and the appropriate disposition of the Universal Waste in accordance with the requirements of this Contract.

1.31 Compactor. Any Debris Box Container or Bin, which has a compaction mechanism, whether stationary or mobile.

1.32 Composting. The controlled biological decomposition of Organic Waste into a specific mixture of decayed organic matter used for fertilizing or soil conditioning.

1.33 Construction and Demolition Debris. Commonly used or discarded materials removed from construction, remodeling, repair, demolition, or renovation operations on any pavement, house, commercial building, or other structure, or from landscaping. Such materials include, but are not limited to, dirt, sand, rock, gravel, bricks, plaster, gypsum wallboard, aluminum, glass, asphalt material, plastics, roofing material, cardboard, carpeting, cinder blocks, concrete, copper, electrical wire, fiberglass, formica, granite, iron, lead, linoleum, marble, plaster plant debris, pressboard, porcelain, steel, stucco, tile, vinyl, wood, masonry, rocks, trees, remnants of new materials, including paper, plastic, carpet scraps, wood scraps, scrap metal, building materials, packaging and rubble resulting from construction, remodeling, renovation, repair and demolition operations on pavements, houses, commercial buildings and other structures. Construction and Demolition Debris does not include Exempt Waste.

1.34 CONTRACTOR. Consolidated Disposal Service, LLC.

1.35 County. Los Angeles County, California.

1.36 Consumer Price Index (CPI). The index published by the U.S. Department of Labor, Bureau of Labor Statistics, Series Id: CUURA421SA0, Not Seasonally Adjusted, All Items, All Urban Consumers (CPI-U) for Los Angeles-Riverside-Orange County, California.

1.37 Customer. Means a Service Recipient that receives Collection Services under the terms of this Collection Service Agreement.

1.38 Debris Box Collection Service. Collection utilizing 10 - 40 cubic yard containers, on a temporary or permanent basis, and provided to Service Units for the Collection of Refuse, Recyclable Materials, Organic Waste, and Construction and Demolition Debris Materials, and the delivery of that material to an appropriate facility.

1.39 Debris Box Container. A metal container that is normally tipped loaded onto a motor vehicle and transported to an appropriate facility.

Collection Service Agreement

December 9 , 2013

1.40 Disposal Facility. The Sunshine Canyon Landfill located in Sylmar, California for the disposal, or processing as appropriate, of Refuse and other materials as appropriate.

1.41 Dwelling Unit. Any individual living unit in a single family dwelling (SFD) or multi-family dwelling (MFD) structure or building intended for, or capable of being utilized for, residential living other than a Hotel or Motel.

1.42 E-Waste. Discarded electronics equipment such as cell phones, PDAs, computers, monitors, televisions, and other items containing cathode ray tubes (CRTs), LCD or plasma screens and monitors.

1.43 Exempt Waste. Biohazardous or Biomedical Waste (except Sharps), Hazardous Waste, Sludge, automobiles, automobile parts, boats, boat parts, boat trailers, internal combustion engines, and those wastes under the control of the Nuclear Regulatory Commission.

1.44 Food Waste. Food scraps and trimmings from food preparation, including but not limited to: meat, fish and dairy waste, fruit and vegetable waste, grain waste, and acceptable food packaging such items as pizza boxes, paper towels, waxed cardboard and food contaminated paper products.

1.45 Green Waste. Any vegetative matter resulting from normal yard and landscaping maintenance that is not more than three (3) feet in its longest dimension or six (6) inches in diameter and fits in the Cart or Bin utilized by the Service Recipient. Green Waste includes plant debris, such as Palm, Yucca and Cactus, ivy, grass clippings, leaves, pruning, weeds, branches, brush, Holiday Trees, and other forms of vegetative waste and must be generated by and at the Service Unit wherein the Green Waste is collected. Green Waste does not include items herein defined as Exempt Waste.

1.46 Gross Revenues. All income collected by the CONTRACTOR for the provision of Collection Services pursuant to this Agreement, (including revenue received by the CONTRACTOR from any entity, including Federal, State, County or other local facilities within the Service Area for the provision of Collection Services by the CONTRACTOR hereunder), calculated in accordance with Generally Accepted Accounting Procedures (GAAP). The term Gross Revenues, for purposes of this Agreement, does not include any revenues generated from the sale of Recyclable Material, or other receipts from State and local government accounts (e.g. grants, cash awards and rebates) resulting from the performance of this Agreement.

1.47 Hazardous Waste. Any material which is defined as a hazardous waste under California or United States law or any regulations promulgated pursuant to such law, as such as local, state or federal law or regulations may be amended from time to time.

1.48 Household Hazardous Waste (HHW). Hazardous Waste generated at a Dwelling Unit.

1.49 Large Items. Those materials including furniture, carpets, mattresses, White Goods, Brown Goods, E-Waste, clothing, tires without rims, Green Waste, and Large Green Waste which are attributed to the normal activities of a SFD Service Unit, MFD Service, or City Service Unit. Large Items must be generated by and at the Service Unit wherein the Large Items are collected. Large Items do not include items herein defined as Exempt Waste.

1.50 Large Green Waste. Oversized Green Waste such as tree trunks and branches with a diameter of not less than six (6) inches and not more than two (2) feet and a length of not more than six (6) feet in its longest dimension, and not weighing more than seventy (70)

Collection Service Agreement**December 9 , 2013**

pounds, which are attributed to the normal activities of a SFD, MFD, or City Service Unit. Large Green Waste must be generated by and at the Service Unit wherein the Large Green Waste is collected.

1.51 Materials Recovery Facility (MRF). Any facility, selected by the CONTRACTOR and approved by the CITY, or specifically designated by the CITY, designed, operated, and legally permitted for the purpose of receiving, sorting, processing, storing, or preparing Recyclable Materials for sale.

1.52 MFD Bulky Waste Collection Service. The periodic on-call Collection of a combination of loose Large Items, Collected by the CONTRACTOR, from MFD Service Units in the Service Area and the delivery of those Large Items to a Disposal Facility, Materials Recovery Facility, Organic Waste Processing Facility or such other facility as may be appropriate under the terms of this Agreement. MFD Bulky Waste Collection Service does not include the Collection of Large Items through the use of Debris Box Containers.

1.53 MFD Collection Service. MFD Refuse Collection Service, MFD Recycling Service, MFD Green Waste Collection Service, MFD Food Waste Collection Service, MFD Universal Waste Collection Service, MFD Bulky Waste Collection Service, MFD Sharps Collection Service, and MFD Debris Box Collection Service.

1.54 MFD Debris Box Waste Collection Service. The Collection of MFD Refuse, Recyclable Materials, Green Waste, or Construction and Demolition Debris by the CONTRACTOR from MFD Service Units in the Service Area, and the delivery of Collected MFD Debris Boxes to an appropriate processing facility or Disposal Facility.

1.55 MFD Food Waste Collection Service. The Collection of Food Waste by the CONTRACTOR from MFD Service Units in the Service Area, and the delivery of that Food Waste to an Organic Waste processing facility.

1.56 MFD Green Waste Collection Service. The Collection of Green Waste, generated from MFD Service Units, that is Collected and delivered to the Organic Waste Processing Facility by the CONTRACTOR.

1.57 MFD Recycling Service. The Collection of Recyclable Materials, by the CONTRACTOR, from MFD Service Units in the Service Area, the delivery of those Recyclable Materials to a Materials Recovery Facility and the processing and marketing of those Recyclable Materials.

1.58 MFD Refuse Collection Service. The Collection of Refuse, by the CONTRACTOR, from MFD Service Units in the Service Area and the delivery of that Refuse to the Disposal Facility.

1.59 MFD Service Unit. Any residence with five (5) or more Dwelling Units, including any flat, apartment, condominium, town home, service-enriched housing or other residence, and other Dwelling Units in detached buildings on a single parcel, and excluding a hotel, motel, dormitory, sheltered nursing facility, rooming house, or other such similar facility as determined by CITY.

1.60 MFD Universal Waste Collection Service. The Collection of Universal Waste by the CONTRACTOR from MFD Service Units in the Service Area, and the appropriate disposition of the Universal Waste in accordance with the requirements of this Contract.

Collection Service Agreement

December 9 , 2013

1.61 Non-Collection Notice. A form developed and used by the CONTRACTOR, as approved by the CITY, to notify Service Recipients of the reason for non-collection of materials set out by the Service Recipient for Collection by CONTRACTOR pursuant to this Agreement.

1.62 Organic Waste. For the purposes of this agreement includes Green Waste.

1.63 Organic Waste Processing Facility. Any facility selected by the CONTRACTOR that is designed, approved by the CITY, or specifically designated by the CITY, operated and legally permitted for the purpose of receiving and Processing Green Waste.

1.64 Processing. An operation or series of operations, whether involving equipment, manual labor, or mechanical or biological processes, that sorts, enhances, upgrades, concentrates, decontaminates, packages or otherwise prepares Recyclable Materials, Organic Materials, Mixed Materials or Bulky Goods and returns them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace. Processing begins at the time the Recyclable Materials, Organic Waste, Bulky Waste or Refuse are delivered to the Processing facility and ends when the finished Processed materials are sold or reused, and the Residue is properly Disposed.

1.65 Recyclable Materials. Those materials which are capable of being recycled and which would otherwise be Processed or disposed of as Refuse. Recyclable Materials include those materials defined by the CITY, including newsprint (including inserts); mixed paper (including magazines, catalogs, envelopes, junk mail, corrugated cardboard, brown bags and paper, paperboard, paper egg cartons, office ledger paper, and telephone books); glass containers; aluminum beverage containers; small scrap and cast aluminum (up to 20 pounds); steel including "tin" cans, empty aerosol cans (empty, non-toxic products) and small scrap (up to 20 pounds); bimetal containers; plastic bags, plastic food containers, #1-7 plastics regardless of form or mold (including but not limited to plastic containers, bottles, wide mouth tubs, plastic bags, film plastic, and polystyrene), aluminum foil and pans.

1.66 Refuse. All non-recyclable packaging, and putrescible waste attributed to normal activities of a Service Unit. Refuse must be generated by and at the Service Unit wherein the Refuse is collected. Refuse does not include those items defined herein as Recyclable Materials, Organic Waste, Bulky Waste, E-Waste, U-Waste, or Exempt Waste.

1.67 Residue. Materials remaining after the Processing of Refuse, Recyclable Materials, Organic Waste, or Bulky Waste which cannot reasonably be diverted.

1.68 Service Area. That area within the corporate limits of the City of San Fernando, California.

1.69 Service Recipient. An individual or company receiving Collection Service.

1.70 Service Unit. SFD Service Units, MFD Service Units, City Service Units, and Commercial Service Units.

1.71 SFD Collection Service. SFD Refuse Collection Service, SFD Recycling Collection Service, SFD Organic Waste Collection Service, SFD Bulky Waste Collection Service, SFD Universal Waste Collection Service, SFD Used Oil Collection Service, SFD Sharps Collection Service, and SFD Debris Box Collection Service.

1.72 SFD Debris Box Waste Collection Service. The Collection of SFD Refuse, Recyclable Materials, Organic Waste, or Construction and Demolition Debris by the

Collection Service Agreement**December 9 , 2013**

CONTRACTOR from SFD Service Units in the Service Area, and the delivery of Collected SFD Debris Boxes to an appropriate processing facility or Disposal Facility.

1.73 SFD Bulky Waste Collection Service. The periodic on-call Collection of a combination of loose Large Items not exceeding an approximately equivalent of four (4) cubic yards and two (2) individual Large Items, such as a TV, couch, or water heater, Collected by the CONTRACTOR, from SFD Service Units in the Service Area and the delivery of those Large Items to a Disposal Facility, Materials Recovery Facility, Organic Waste Processing Facility or such other facility as may be appropriate under the terms of this Agreement. SFD Bulky Waste Collection Service does not include the Collection of Large Items through the use of Debris Box Containers.

1.74 SFD Refuse Collection Service. The Collection of Refuse, by the CONTRACTOR, from SFD Service Units in the Service Area and the delivery of that Refuse to the Disposal Facility.

1.75 SFD Organic Waste. Green Waste is separated at the source of generation for inclusion in the SFD Organic Waste Collection Service program.

1.76 SFD Organic Waste Collection Service. The Collection of SFD Organic Waste by the CONTRACTOR from SFD Service Units in the Service Area, the delivery of that SFD Organic Waste to an Organic Waste Processing Facility.

1.77 SFD Recycling Collection Service. The Collection of Recyclable Materials by the CONTRACTOR from SFD Service Units in the Service Area, the delivery of those Recyclable Materials to a Materials Recovery Facility and the processing and marketing of those Recyclable Materials.

1.78 SFD Service Unit. A detached or attached residence containing four (4) or fewer Dwelling Units when each Dwelling Unit is designed or used for occupancy by one (1) or more individuals.

1.79 SFD Universal Waste Collection Service. The Collection of Universal Waste by the CONTRACTOR from SFD Service Units in the Service Area, and the appropriate disposition of the Universal Waste in accordance with the requirements of this Contract.

1.80 SFD Used Oil Collection Service. The Collection of Used Oil in Used Oil Containers and Used Oil Filters in Used Oil Filter Containers, by the CONTRACTOR, from all SFD Service Units in the Service Area utilizing Used Oil and Filter Containers for the accumulation and set-out of Used Oil and Used Oil Filters, and the appropriate disposition of the Used Oil and Used Oil Filters in accordance with the requirements of this Contract.

1.81 Sharps. Hypodermic needles, pen needles, intravenous needles, lancets, and other devices that are used to penetrate the skin for the delivery of medications. Sharps must be generated at the SFD or MFD Service Unit wherein the Sharps are Collected.

1.82 Sharps Collection Service. The on-call Collection of Sharps in an Approved Sharps Container from SFD and MFD Service Units in the Service Area subscribing to the service, and the appropriate Disposal of the Sharps.

1.83 Sludge. The accumulated solids, residues, and precipitates generated as a result of waste treatment or processing, including wastewater treatment, water supply treatment, or operation of an air pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies, or similar disposal appurtenances or any other such waste having similar characteristics or effects.

Collection Service Agreement**December 9 , 2013**

1.84 Universal Waste. Televisions, computer monitors, consumer electronics with circuit boards, fluorescent lamps, cathode ray tubes, non-empty aerosol cans, instruments and switches that contain mercury, and dry cell batteries containing cadmium copper, or mercury.

1.85 Used Oil. Any oil that has been refined from crude oil or has been synthetically produced, and is no longer useful to the Service Recipient because of extended storage, spillage or contamination with non-hazardous impurities such as dirt or water; or has been used and as a result of such use has been contaminated with physical or chemical impurities. Used Oil must be generated by and at the SFD Service Unit wherein the Used Oil is Collected. Used Oil does not include transmission fluid.

1.86 Used Oil Container. A plain co-poly container provided by the CONTRACTOR for the accumulation of Used Oil that is at least four (4) quarts in capacity, leak-proof, has a screw-on lid and has a label designating it for use as a Used Oil Container.

1.87 Used Oil Filter. Any oil filter that is no longer useful to the Service Recipient because of extended storage, spillage or contamination with non-hazardous impurities such as dirt or water, or has been used and as a result of such use has been contaminated with physical or chemical impurities. Used Oil Filters must be generated by and at the SFD Service Unit wherein the Used Oil Filter is Collected.

1.88 Used Oil Filter Container. A six (6) mil poly bag with double track seal with dimensions of at least fourteen and one-half (14.5) inches by eight (8) inches with a one and one-quarter (1 ¼) inch diameter hole above the seal, provided by the CONTRACTOR for the accumulation of Used Oil Filters that has a label designating it for use as a Used Oil Filter Container.

1.89 White Goods. Discarded refrigerators, ranges, water heaters, freezers, and other similar household appliances.

1.90 Work Day. Any day, Monday through Friday that is not a holiday as set forth in Article 3.09 of this Agreement.

ARTICLE 2. Term of Agreement

2.01 Term. The term of this Agreement shall be for a ten (10) year period beginning February 15, 2014 and terminating on February 14, 2024.

2.01.1 Extension. The CITY shall have the option and sole discretion to extend the Agreement for up to three (3) additional one (1) year periods. The CITY shall give notice of said extension(s) not less than eighteen (18) months prior to the expiration of the contract for the initial Term and for any of the extension periods. Prior to granting any extension to the initial ten (10) year period, the City shall conduct a Performance Review to assess the CONTRACTOR'S performance implementing the provisions of the Agreement. If the term of this Agreement is extended, the compensation provisions of Article 4 shall not be subject to negotiation. However, the compensation payable to CONTRACTOR shall be adjusted annually throughout the extended term as provided in Article 4.

ARTICLE 3. Services Provided by the Contractor

3.01 Grant of Exclusive Agreement. Except as otherwise provided in this Agreement, the CONTRACTOR is herein granted an exclusive Agreement to provide Collection Services within the Service Area. No other Refuse, Organic Waste, or Recycling services shall be exclusive to the CONTRACTOR.

Collection Service Agreement

December 9 , 2013

3.02 Limitations to Scope of Exclusive Agreement.

3.02.1 Recyclable Materials or Large Items that are source separated from Refuse by a Service Recipient, for which the waste generator sells or is otherwise compensated by a collector in a manner resulting in a net payment to the waste generator;

3.02.2 Refuse, Recyclable Materials, Large Items or Organic Waste, which is removed from any SFD Service Unit, MFD Service Unit, Commercial Service Unit, or City Service Unit and which is transported personally by the owner or occupant of such premises (or by his or her full-time employees but not including construction related employees or subcontractors) to a processing or Disposal Facility;

3.02.3 Recyclable Materials, Organic Waste or Large Items which are source separated at any premises by the waste generator and donated to youth, civic or charitable organizations;

3.02.4 Containers delivered for Recycling under the California Beverage Container Recycling Litter Reduction Act, Section 14500, et seq.;

3.02.5 Organic Waste removed from a premises by a gardening, landscaping, or tree trimming company as an incidental part of a total service offered by that company rather than as a hauling service;

3.02.6 Construction and Demolition Debris where the Service Recipient holds a building permit, and such construction project was done by the Service Recipient or, done as part of a total service offered by a licensed company or by the CITY, and where the licensed company uses its own equipment and employees, and no Debris Box Containers are used for the Collection and transportation of such Construction and Demolition Debris;

3.02.7 Large Items removed from a premises by a property management or maintenance company as an incidental part of the total cleanup or maintenance service offered by the company rather than as a hauling service;

3.02.8 Hazardous Waste regardless of its source; and

3.02.9 Refuse, Organic Waste, or Recyclables Materials that are removed from a premise by a company through the performance of a service that the CONTRACTOR has elected not to provide.

3.03 CONTRACTOR acknowledges and agrees that the CITY may permit other persons besides the CONTRACTOR to collect any and all types of materials excluded from the scope of this Agreement, as set forth above, without seeking or obtaining approval of CONTRACTOR. If CONTRACTOR can produce evidence that other persons are servicing collection containers or are Collecting Refuse, Recyclable Materials, Large Items, Construction and Demolition Debris, and/or Organic Waste in a manner that is not consistent with the CITY'S Municipal Code or this Agreement, it shall report the location, the name and phone number of the person or company to the CITY along with CONTRACTOR'S evidence of the violation of the exclusiveness of this Agreement, and the CONTRACTOR shall assist the CITY to enforce the CITY's Municipal Code and this Agreement.

3.03.1 The scope of this Agreement shall be interpreted to be consistent with applicable law, now and during the term of the Agreement. If future judicial interpretations of current law or new laws, regulations, or judicial interpretations limit the ability of the CITY to lawfully provide for the scope of services as specifically set forth herein, CONTRACTOR agrees that the scope of the Agreement will be limited to those services and materials which may be

Collection Service Agreement**December 9 , 2013**

lawfully provided and that the CITY shall not be responsible for any lost profits or losses claimed by CONTRACTOR to arise out of limitations of the scope of the Agreement set forth herein. In such an event, it shall be the responsibility of CONTRACTOR to minimize the financial impact of such future judicial interpretations or new laws.

3.04 Service Standards. CONTRACTOR shall perform all Collection Services under this Agreement in a thorough and professional manner. Collection Services described in this Agreement shall be performed regardless of weather conditions or difficulty of Collection.

3.05 Hours and Days of Collection.

3.05.1 SFD and MFD Collection Services shall be provided, commencing no earlier than 6:30 a.m. and terminating no later than 6:00 p.m. Monday through Friday with no service on Saturday or Sunday. Commercial and City Collection Services shall be provided, commencing no earlier than 6:30 a.m. and terminating no later than 5:00 p.m. Monday through Saturday with no service on Sunday. The hours, days, or both of Collection may be extended due to extraordinary circumstances or conditions with the prior written consent of the City Representative.

3.05.2 The CITY may direct CONTRACTOR to restrict the Collection hours in areas around schools and in high traffic areas during peak commute hours. When the CITY is conducting road overlay or slurry projects, the CITY reserves the right to temporarily redirect or restrict CONTRACTOR from Collection in the affected areas or temporarily change the Collection hours if needed. The hours of Collection may be extended due to extraordinary circumstances or conditions with the prior written consent of the City Representative.

3.06 Manner of Collection. The CONTRACTOR shall provide Collection Service with as little disturbance as possible and shall leave any Cart or Bin in an upright position at the same point it was collected without obstructing alleys, roadways, driveways, sidewalks or mail boxes.

3.07 Containers.

3.07.1 Carts. Carts are to be new at the start of the Agreement. Carts are to be hot-stamped, embossed, or laminated, with a unique identification number, and in-molded with the type of materials to be Collected (i.e., Refuse, Organic Waste, Food Waste, Green Waste, Recyclable Materials) and instructions for proper usage. In-molding on the Carts shall be on the lids. Labeling and graphics of the Carts shall be approved by the CITY.

3.07.2 Bins. Bins may be used, provided they are newly painted, properly marketed and in good working order. Bins are to be painted, embossed, or hot stamped with a unique identification number, and be labeled with the type of materials to be Collected (i.e., Refuse, Organic Waste, Food Waste, Green Waste, Recyclable Materials) and instructions for proper usage. Labeling and graphics of the Bins shall be approved by the CITY.

3.07.3 Debris Boxes. Debris Box Containers may be used, provided they are newly painted, properly marketed and in good working order. The CITY retains the right to inspect any such used Debris Box and direct the CONTRACTOR to replace such a used Debris Box if it is deemed to be not acceptable.

3.07.4 Purchase and Distribution of Carts and Bins. The CONTRACTOR shall be responsible for the purchase and distribution of fully assembled and functional Carts and Bins to Service Units in the Service Area. CONTRACTOR shall also distribute Carts and Bins to new Service Units that are added to CONTRACTOR'S Service Area during the term of this Agreement. The distribution shall be completed within three (3) Work Days of receipt of notification from the CITY or the Service Unit.

Collection Service Agreement**December 9 , 2013**

3.07.5 Replacement of Carts and Bins. CONTRACTOR'S employees shall take care to prevent damage to Carts or Bins by unnecessary rough treatment. However, any Cart or Bin damaged by the CONTRACTOR shall be replaced by the CONTRACTOR, at the CONTRACTOR'S expense, within three (3) Work Days at no cost or inconvenience to the Service Recipient.

3.07.5.1 Upon notification to the CONTRACTOR by the CITY or a Service Recipient that the Service Recipient's Cart(s) or Bin(s) have been stolen or damaged beyond repair through no fault of the CONTRACTOR, the CONTRACTOR shall deliver a replacement Cart(s) or Bin(s) to such Service Recipient within three (3) Work Days. The CONTRACTOR shall maintain records documenting all Cart and Bin replacements occurring on a monthly basis.

3.07.5.2 SFD Service Units. Where such Cart is lost, stolen or damaged beyond repair through no fault of the CONTRACTOR, each SFD Service Unit shall be entitled to the replacement of one (1) lost, destroyed, or stolen Refuse Cart, one (1) lost, destroyed, or stolen Recycling Cart, and one (1) lost, destroyed, or stolen Organic Waste Cart during the life of this Agreement at no cost to the Service Recipient.

3.07.5.3 MFD, Commercial and CITY Service Units. Where such Cart or Bin is lost, stolen or damaged beyond repair through no fault of the CONTRACTOR, each City, MFD and Commercial Service Unit shall be entitled to the replacement of one (1) lost, destroyed, or stolen Refuse Cart or Bin, one (1) lost, destroyed, or stolen Recycling Cart or Bin, (1) lost, destroyed, or stolen Food Waste Cart or Bin and (1) lost, destroyed, or stolen Green Waste Cart or Bin during the life of this Agreement at no cost to the Service Unit.

3.07.5.4 Where such Bin or Cart replacement occurs through no fault of the CONTRACTOR, CONTRACTOR shall be compensated for the cost of those replacements in excess of the requirements set forth in Sections 3.07.5.2 and 3.07.5.3 above, in accordance with the "Cart or Bin Exchange" Service Rate, as appropriate, as initially set by the CITY or as may be adjusted by the CITY as provided under the terms of this Agreement.

3.07.6 Repair of Carts and Bins. CONTRACTOR shall be responsible for repair of Carts in the areas to include but not be limited to, hinged lids, wheels and axles. Within three (3) Work Days of notification by the CITY or a Service Recipient of the need for such repairs, the CONTRACTOR shall repair the Cart or Bin or if necessary, remove the Cart or Bin for repairs and deliver a replacement Cart or Bin to the Service Recipient.

3.07.7 Cart or Bin Exchange. Upon notification to the CONTRACTOR by the CITY or a Service Recipient that a change in the size or number of Carts or Bins is required, the CONTRACTOR shall deliver such Carts or Bins to such Service Recipient within seven calendar days to allow for the exchange to occur on the regular scheduled Collection day. Each MFD, Commercial and City Service Unit shall be entitled to receive one (1) free Refuse Cart or Bin exchange, and unlimited exchanges of Recycling, Food Waste or Green Waste Carts or Bins per Agreement Year during the term of this Agreement. Accordingly CONTRACTOR shall be compensated for the cost of Refuse Cart or Bin exchanges in excess of one (1) per Agreement Year, in accordance with the "Cart or Bin Exchange" service rate as Set forth in **Exhibit 1** which is attached to and included in this Agreement or as may be adjusted under the terms of this Agreement.

3.07.8 Ownership of Carts. Ownership of Carts shall rest with the CONTRACTOR, except in the case of the termination of the Agreement prior to the expiration of the initial term or optional extension terms due to the default of the CONTRACTOR as set forth

Collection Service Agreement**December 9 , 2013**

in Article 24 of this Agreement shall rest with the CITY, or except that ownership of Carts in the possession of a Service Recipient at the end of this Agreement shall rest with the CITY. At its sole discretion, CITY may elect not to exercise its rights with regards to this Article and in such case the Carts shall remain the property of the CONTRACTOR upon termination of this Agreement. In this event, CONTRACTOR shall be responsible for removing all Carts in service from the Service Area and reusing or recycling such Carts.

3.07.9 Ownership of Bins. Ownership of Bins distributed by the CONTRACTOR shall rest with the CONTRACTOR except in the case of the termination of the Agreement prior to the expiration of the initial term or optional extension term due to the default of the CONTRACTOR as set forth in Article 24 of this Agreement. Under such circumstances, the CITY shall have the right to take possession of the Bins and shall retain such possession until satisfactory arrangements can be made to provide Collection Services using other equipment. Such time of possession shall not be limited and regardless of the time of possession there shall be no monies owing to the CONTRACTOR from the CITY for the use of the equipment. Upon the receipt of written notice from the CITY, CONTRACTOR shall submit to the City Representative an inventory of Bins, including their locations.

3.07.10 Ownership of Debris Box Containers. Ownership of Debris Box Containers distributed by the CONTRACTOR shall rest with the CONTRACTOR except in the case of the termination of the Agreement prior to the expiration of the initial term or optional extension terms due to the default of the CONTRACTOR as set forth in Article 24 of this Agreement. Under such circumstances, the CITY shall have the right to take possession of the containers and shall retain such possession until satisfactory arrangements can be made to provide Collection Services using other equipment. Such time of possession shall not be limited and regardless of the time of possession there shall be no monies owing to the CONTRACTOR from the CITY for the use of the equipment. Upon the receipt of written notice from the CITY, CONTRACTOR shall submit to the City Representative an inventory of containers, including their locations.

3.07.11 Annual Inspection and Cleaning of Bins and Debris Boxes. Once each Agreement Year, at no charge to the CITY or the Service Recipient, CONTRACTOR shall inspect all Refuse, Recycling, and Organic Waste Bins and Debris Box Containers at the Service Unit's premises and shall replace those Bins or Debris Box Containers needing cleaning with clean Bins or Debris Box Containers and remove the dirty Bins or Debris Box Containers for cleaning.

3.08 Labor and Equipment. CONTRACTOR shall provide and maintain all labor, equipment, tools, facilities, and personnel supervision required for the performance of CONTRACTOR'S obligations under this Agreement. CONTRACTOR shall at all times have sufficient backup equipment and labor to fulfill CONTRACTOR'S obligations under this Agreement. No compensation for CONTRACTOR'S services or for CONTRACTOR'S supply of labor, equipment, tools, facilities or supervision shall be provided or paid to CONTRACTOR by CITY or by any Service Recipient except as expressly provided by this Agreement.

3.09 Holiday Service. The CITY observes January 1st, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and December 25th as legal holidays. CONTRACTOR shall not provide Collection Services on the designated holidays. In any week in which one of these holidays falls on a Work Day, SFD Collection Services for the holiday and each Work Day thereafter will be delayed one Work Day for the remainder of the week with normally scheduled Friday Collection Services being performed on Saturday. MFD, Commercial and City Collection

Collection Service Agreement**December 9 , 2013**

Services shall be adjusted as agreed between the CONTRACTOR and the Service Recipient but must meet the minimum frequency requirement of one (1) time per week.

3.10 Processing and Disposal.

3.10.1 Compliance with Regulations. All materials Collected under this Agreement shall be delivered to facilities that comply with the Department of Resources Recycling and Recovery regulations under Title 14, Chapter 3, Minimum Standards for Solid Waste Handling and Disposal (Article 5.9 – Sections 17380-17386). CONTRACTOR, and not the CITY, must assure that all Disposal, transfer, and processing facilities are properly permitted to receive material Collected under this Agreement. Failure to comply with this provision shall result in the levy of liquidated damages as specified in Article 19 of this Agreement and may result in the CONTRACTOR being in default under this Agreement.

3.10.2 Permits and Approvals. CONTRACTOR must assure that all facilities selected by CONTRACTOR shall possess all existing permits and approvals by local enforcement agencies to be in full compliance with all regulatory agencies to conduct all operations at the approved location. CONTRACTOR shall, upon written request from the CITY, arrange for the facilities selected by the CONTRACTOR to provide copies of facility permits, notices of violations, inspection areas or concerns, or administrative action to correct deficiencies related to the operation. Failure to provide facility information shall result in the levy of liquidated damages as specified in Article 19 of this Agreement and may result in the CONTRACTOR being in default under this Agreement.

3.10.3 Disposal Facility. Except as set forth below, all Refuse collected as a result of performing Collection Services shall be transported to, and delivered within in twenty-four (24) hours of Collection, to the Disposal Facility. Failure to comply with this provision shall result in the levy of liquidated damages as specified in Article 19 of this Agreement and may result in the CONTRACTOR being in default under this Agreement.

3.10.4 Organic Waste Processing Facility. CONTRACTOR shall deliver within in twenty-four (24) hours of Collection all collected Organic Waste to a fully permitted Organic Waste Processing Facility as designated by CONTRACTOR and approved by the CITY. CONTRACTOR shall ensure that all Organic Waste collected pursuant to this Agreement, except Residue resulting from Processing, is delivered to the approved Organic Waste Processing Facility in accordance with AB 939 and subsequent legislation and regulations. Failure to comply with this provision shall result in the levy of liquidated damages as specified in Article 19 of this Agreement and may result in the CONTRACTOR being in default under this Agreement.

3.10.5 Material Recovery Facility. All Recyclable Materials Collected as a result of performing SFD, MFD, Commercial and City Recycling Services shall be delivered to the Material Recovery Facility (MRF) within in twenty-four (24) hours. Failure to comply with this provision shall result in the levy of liquidated damages as specified in Article 19 of this Agreement and may result in the CONTRACTOR being in default under this Agreement.

3.11 Inspections. The CITY shall have the right to inspect the CONTRACTOR'S facilities or Collection vehicles and their contents at any time while operating inside or outside the CITY.

Collection Service Agreement**December 9 , 2013****3.12 Commingling of Materials.**

3.12.1 Refuse Collected in San Fernando. CONTRACTOR shall not at any time commingle any Refuse Collected pursuant to this Agreement, with any other material Collected by CONTRACTOR inside or outside the CITY without the express prior written authorization of the City Representative.

3.12.2 Recyclable Materials. CONTRACTOR shall not at any time commingle Recyclable Materials Collected pursuant to this Agreement, with any other material Collected by CONTRACTOR inside or outside the CITY without the express prior written authorization of the City Representative.

3.12.3 Organic Waste. CONTRACTOR shall not at any time commingle Organic Waste Collected pursuant to this Agreement, with any other material Collected by CONTRACTOR inside or outside the CITY without the express prior written authorization of the City Representative.

3.13 Spillage and Litter. The CONTRACTOR shall not litter premises in the process of providing Collection Services or while its vehicles are on the road. The CONTRACTOR shall transport all materials Collected under the terms of this Agreement in such a manner as to prevent the spilling or blowing of such materials from the CONTRACTOR'S vehicle. The CONTRACTOR shall exercise all reasonable care and diligence in providing Collection Services so as to prevent spilling or dropping of Refuse, Organic Waste, or Recyclable Materials and shall immediately, at the time of occurrence, clean up such spilled or dropped materials.

3.13.1 The CONTRACTOR shall not be responsible for cleaning up un-sanitary conditions caused by the carelessness of the Service Recipient; however, the CONTRACTOR shall clean up any material or residue that are spilled or scattered by the CONTRACTOR or its employees.

3.13.2 Equipment oil, hydraulic fluids, spilled paint, or any other liquid or debris resulting from the CONTRACTOR'S operations or equipment repair shall be covered immediately with an absorptive material and removed from the street surface. When necessary, CONTRACTOR shall apply a suitable cleaning agent to the street surface to provide adequate cleaning. To facilitate such cleanup, CONTRACTOR'S vehicles shall at all times carry sufficient quantities of petroleum absorbent materials along with a broom and shovel.

3.13.3 The above paragraphs notwithstanding, CONTRACTOR shall clean up any spillage or litter caused by CONTRACTOR within two (2) hours upon notice from the CITY.

3.13.4 In the event where damage to CITY streets is caused by a hydraulic oil spill, CONTRACTOR shall be responsible for all repairs to return the street to the same condition prior to the spill. CONTRACTOR shall also be responsible for all clean-up activities related to the spill. Repairs and clean-up shall be performed in a manner satisfactory to the City Representative and at no cost to the CITY.

3.13.5 Ownership of Materials. Title to Refuse, Organic Waste, and Recyclable Materials shall pass to CONTRACTOR at such time as said materials are placed in the CONTRACTOR'S Collection vehicles.

3.13.6 Hazardous Waste. Under no circumstances shall CONTRACTOR'S employees knowingly collect Hazardous Waste, or remove unsafe or poorly containerized Hazardous Waste, from a collection container. If CONTRACTOR determines that material placed in any container for collection is Hazardous Waste, or other material that may not legally be accepted at the Disposal Facility or one of the processing facilities, or presents a hazard to

Collection Service Agreement**December 9 , 2013**

CONTRACTOR'S employees, the CONTRACTOR shall have the right to refuse to accept such material. The generator shall be contacted by the CONTRACTOR and requested to arrange for proper disposal service. If the generator cannot be reached immediately, the CONTRACTOR shall, before leaving the premises, leave a Non-collection Notice, which indicates the reason for refusing to collect the material, and how the Hazardous Waste can be properly disposed or recycled.

3.13.7 If Hazardous Waste is found in a collection container that poses an imminent danger to people or property, the CONTRACTOR shall immediately notify the CITY of San Fernando Police Department. The CONTRACTOR shall immediately notify the CITY of any Hazardous Waste that has been identified.

3.13.8 If Hazardous Waste is identified at the time of delivery to the Disposal Facility, or one of the processing facilities and the generator cannot be identified, CONTRACTOR shall be solely responsible for handling and arranging transport and disposition of the Hazardous Waste.

3.14 Regulations and Record Keeping. CONTRACTOR shall comply with emergency notification procedures required by applicable laws and regulatory requirements. All records required by regulations shall be maintained at the CONTRACTOR'S facility. These records shall include waste manifests, waste inventories, waste characterization records, inspection records, incident reports, and training records.

3.15 Transition. CONTRACTOR understands and agrees that the time between the formal Agreement signing and February 15, 2014 is intended to provide the CONTRACTOR with ample and sufficient time to, among other things, order equipment, prepare necessary routing schedules and route maps, obtain any permits and licenses, establish/build facilities, and begin the public awareness campaign as part of the CONTRACTOR'S transition plan as specified in **Exhibit 5** which is attached to and included in this Agreement. CONTRACTOR shall be responsible for the provision of all Collection Services beginning February 15, 2014.

ARTICLE 4. Diversion Requirements

4.01 Minimum Requirements – SFD, MFD, Commercial and CITY Services. The CITY requires the CONTRACTOR to achieve a guaranteed diversion rate with a minimum diversion rate of 50 percent by December 31, 2014 and each successive calendar year or such other amount as may be set in accordance with the provisions of Article 25 of this Agreement. The diversion rate will be calculated as "the tons of materials Collected by CONTRACTOR from the provision of Collection Services that are sold or delivered to a Processing Facility, recycler or re-user, net of all residue, as required by this Agreement, divided by the total tons of materials Collected under this Agreement by CONTRACTOR in each Calendar Year."

4.02 Minimum Requirements – C&D Materials. The CITY requires the CONTRACTOR to achieve a guaranteed diversion rate with a minimum diversion rate of 85 percent of C&D Materials Collected under this agreement, by December 31, 2014 and each successive calendar year or such other amount as may be set in accordance with the provisions of Article 25 of this Agreement. The diversion rate will be calculated as "the tons of C&D materials Collected by CONTRACTOR from the provision of Collection Services that are sold or delivered to a Processing Facility, recycler or re-user, net of all residue, as required by this Agreement, divided by the total tons of C&D materials Collected under this Agreement by CONTRACTOR in each Calendar Year."

Collection Service Agreement**December 9 , 2013**

4.03 Warranties and Representations. CONTRACTOR warrants and represents that it is aware of and familiar with CITY's waste stream, and that it has the ability to and will provide sufficient programs and services to ensure CITY will meet or exceed the diversion requirements as set forth in CONTRACTOR'S Diversion Guarantee, as well as the diversion requirements of the Applicable Laws (including, without limitation, amounts of Refuse to be diverted, time frames for diversion, and any other requirements) governing this Agreement (including AB 341, AB 939, and all amendments and related subsequent legislation), and that it shall do so without imposing any costs or fees other than those set forth on the attached **Exhibit 1** (including if new programs are implemented which are not called out herein). The programs called out herein are minimum requirements that must be met, and CONTRACTOR shall be responsible for implementing any other programs that may be necessary to achieve the forgoing at no additional cost to the CITY or Service Recipients.

4.04 Mutual Cooperation. CITY and CONTRACTOR shall reasonably cooperate in good faith with all efforts by each other to meet CITY's diversion and other compliance requirements imposed by AB 939 and other Applicable Laws, and to meet CONTRACTOR'S obligations under CONTRACTOR'S Diversion Guarantee. In this regard, CITY's obligations shall include, without limitation, making such petitions and applications as may be reasonably requested by CONTRACTOR for time extensions in meeting diversion goals, or other exceptions from the terms of Applicable Laws, and to agree to authorize such changes to CONTRACTOR's Recycling or Refuse programs as may be reasonably requested by CONTRACTOR in order to achieve CONTRACTOR'S Diversion Guarantee.

4.05 Waste Reduction and Program Implementation. CONTRACTOR shall implement the programs identified in the Source Reduction and Recycling Element (SRRE) and Household Hazardous Wastes Element (HHWE) of the CITY's General Plan immediately upon the Effective Date hereof, and will implement any programs required by any amendments or modifications thereto. CONTRACTOR shall provide CITY with monthly, quarterly and annual written reports in a form adequate to meet CITY's filing and reporting requirements as required by the Applicable Laws to CalRecycle throughout the term of this Contract wherein CITY's performance under the above programs shall be set forth in detail. CONTRACTOR shall be responsible to prepare, or assist CITY with the preparation of, all reports and other information as may be required by any agency, including specifically, the State of California, in order to comply with AB 939 and other Applicable Laws. CONTRACTOR shall reimburse CITY for any costs CITY incurs in appearing before CalRecycle in relation thereto.

4.06 Guarantee and Indemnification. Subject to Public Resources Code Section 40059.1, CONTRACTOR warrants and guaranties that it will carry out its obligations under this Contract such that: (i) both it and CITY will at all times be in compliance with the requirements of the Applicable Laws including specifically AB 939 and AB 341, and (ii) CITY will meet or exceed the diversion requirements (including, without limitation, amounts of Refuse to be diverted, time frames for diversion, and any other requirements) set forth in CONTRACTOR'S Diversion Guarantee and the Applicable Laws including AB 939, and all amendments thereto. In this regard CONTRACTOR agrees that it will, in addition to any other requirement contained herein, at its sole cost and expense:

4.06.1 To the extent legally permitted, defend, with counsel approved by CITY, indemnify, and hold harmless CITY and CITY's officials, employees, and agents from and against all fines and/or penalties and other liabilities which may be imposed by CalRecycle or any other regulatory agency if: (1) CONTRACTOR fails or refuses to timely provide information relating to its operations which is required pursuant to this Agreement or the Applicable Laws and such failure or refusal prevents or delays CITY from submitting reports required by the

Collection Service Agreement

December 9 , 2013

Applicable Laws including AB 939 in a timely manner; or (2) the Source Reduction and Recycling goals, diversion goals, program implementation requirements, or any other requirements of the Applicable Laws, including AB 939, are not met with respect to the waste stream Collected under this Contract;

4.06.2 Assist CITY in responding to inquiries from CalRecycle or any other regulatory agency;

4.06.3 Assist CITY in preparing for, and participating in, the CalRecycle's biannual review of CITY's SRRE pursuant to Public Resources Code Section 41825;

4.06.4 Assist CITY in applying for any extension, including under Public Resources Code Section 41820, if so directed by CITY;

4.06.5 Assist CITY in any hearing conducted by CalRecycle, or any other regulatory agency, relating to CITY's compliance with the Applicable Laws including AB 939;

4.06.6 Assist CITY with the development of and implement a public awareness and education program that is consistent with the CITY's SRRE and Household Hazardous Waste Element, as well as any related requirements of the Applicable Laws;

4.06.7 Provide CITY with recycling, source reduction, and other technical assistance as may be needed to comply with the Applicable Laws including AB 939;

4.06.8 Defend, with counsel acceptable to CITY, CITY and CITY's officials, employees, and agents against the imposition of fines and/or penalties, or any other liabilities, issued by CalRecycle pursuant to the Applicable Laws including AB 939;

4.06.9 Be responsible for and pay, any fees, penalties or other costs imposed against the CITY by CalRecycle, and indemnify and hold harmless CITY from and against any fines, penalties, or other liabilities, levied against it for violation of the diversion requirements, set forth in the Applicable Laws, including AB 939, or for violation of any other provision of the Applicable Laws, including AB 939, arising from or in any way related to CONTRACTOR's performance of its obligations under this Contract.

4.07 Failure to Meet Minimum Requirements. CONTRACTOR'S failure to meet the minimum diversion guarantees set forth above in Article 4.01 and Article 4.02 may result in CONTRACTOR being in default of this Agreement as specified in Article 24, or the imposition of liquidated damages as specified in Article 19, or denial of an extension to this Agreement as specified in Article 2. In determining whether or not to assess liquidated damages, hold the CONTRACTOR in default of this Agreement, or denial of a term extension, the CITY will consider the good faith efforts put forth by the CONTRACTOR in implementing the required programs to meet the minimum diversion requirements and the methods and level of effort of the CONTRACTOR to fully implement the work plans attached to and included in this Agreement as Exhibits 5 - 10.

4.08 Implementation of Additional Diversion Services. If the CITY determines that CONTRACTOR has not fulfilled its good faith efforts requirements set forth in Article 4.07, CITY may direct CONTRACTOR to perform additional services (including the implementation of new diversion programs) or modify the manner in which it performs existing services, and CONTRACTOR agrees to do so at no additional charge. Pilot programs and innovative services which may entail new Collection methods, and use of new or alternative Refuse processing and disposal technologies are included among the types of changes which CITY may direct.

Collection Service Agreement**December 9 , 2013****ARTICLE 5. Service Units**

5.01 Service Units. Service Units shall include all the following categories of premises which are in the Service Area as of February 15, 2014, and all such premises which may be added to the Service Area by means of annexation, new construction, or as otherwise set forth in this Agreement during term of this Agreement:

5.01.1 SFD Service Units

5.01.2 MFD Service Units

5.01.3 Commercial Service Units

5.01.4 City Service Units

5.01.4.1 Any question as to whether a premises falls within one of these categories shall be determined by the City Representative and the determination of the City Representative shall be final.

5.02 Service Unit Changes. The CITY and CONTRACTOR acknowledge that during the term of this Agreement it may be necessary or desirable to add or delete Service Units for which CONTRACTOR will provide Collection Services.

5.02.1 Additions and Deletions. CONTRACTOR shall provide services described in this Agreement to new Service Units within five (5) Work Days of receipt of notice from the CITY or new Service Unit to begin such service.

5.03 Coordination with Street Sweeping. The CITY and CONTRACTOR acknowledge that CONTRACTOR will work with the CITY to coordinate the CITY's street sweeping schedule.

5.04 Route Map Update. CONTRACTOR shall revise the Service Unit route maps to show the addition of Service Units added due to annexation and/or addition of new Service Areas and shall provide such revised maps to the City Representative as requested.

ARTICLE 6. SFD Collection Services

6.01 SFD Collection Services. These services shall be governed by the following terms and conditions:

6.01.1 Conditions of Service. The CONTRACTOR shall provide SFD Collection Service to all SFD Service Units in the Service Area whose Refuse is properly containerized in Refuse Carts, Recyclable Materials are properly containerized in Recycling Carts, except as set forth in Article 6.03.1.1; and SFD Organic Waste is properly containerized in Organic Waste Carts except as set forth in Article 6.03.1.1. The Refuse, Recycling and Organic Waste Carts will be Collected at least once a week. CONTRACTOR shall offer Refuse, Organic Waste, and Recyclable Material Carts in approximately 64-gallon size as the default, with 32- and 96-gallon Refuse Carts available upon request by Customer. CONTRACTOR shall offer Debris Boxes in 10-40 cubic yard sizes. The cost for Recyclable Materials and SFD Organic Waste collection shall be bundled with the cost of Refuse Collection.

6.01.1.1 Curbside Collection Service. SFD Curbside Collection shall be done where Refuse, Recyclable Materials and Organic Waste Carts are placed within five (5) feet of the curb, swale, or at edge of street pavement for streets without curbs. This shall apply to both public and private streets. CONTRACTOR may charge for Curbside Collection at the rates as set forth in **Exhibit 1**.

Collection Service Agreement**December 9 , 2013**

6.01.1.2 On-Premise Collection Service - Subscription. A SFD Service Recipient may subscribe for On-premise SFD Collection Service where Refuse, Recyclable Materials, and Organic Waste Carts are Collected from a side-yard, backyard, or other off-street location agreed on between the CONTRACTOR and the Service Recipient. CONTRACTOR may charge for On-premise Collection at the rates as set forth in **Exhibit 1**.

6.01.1.3 On-Premise Collection Service – Physical Disability. A SFD Service Recipient, and all other adults living at the Service Unit residing therein, that has disabilities that prevent him/her from being physically able to place Refuse, Recyclable Materials, or Organic Waste Carts at the curb for Collection shall receive On-premise Collection Service where all Refuse, Recyclable Materials, and Organic Waste Carts are Collected from a side-yard, backyard, or other off-street location agreed on between the CONTRACTOR and the Service Recipient. CONTRACTOR shall provide this service at no charge to the Service Recipient.

6.02 Frequency and Scheduling of Service. Except as set forth in Articles 6.03.1.1, 6.08, 6.09, 6.10, 6.13, and 6.14, SFD Collection Services shall be provided one (1) time per week on a scheduled route basis. SFD Collection Services shall be scheduled so that a SFD Service Unit receives SFD Refuse Collection Service, SFD Recycling Collection Service, and SFD Organic Waste Collection Service on the same Work Day.

6.03 Non-Collection. Except as set forth in Articles 6.04, 6.07, 6.08, 6.09, and 6.10, CONTRACTOR shall not be required to Collect any Refuse, Recyclable Material, or SFD Organic Waste that is not placed in a Cart. In the event of non-collection, CONTRACTOR shall affix to the Cart a Non-collection Notice explaining why Collection was not made. CONTRACTOR shall maintain a copy of such notices during the term of this Agreement.

6.03.1.1 Periodic Overages. On a periodic basis not to exceed one time per quarter, any additional amounts of Recyclable Materials and Green Waste that exceed the capacity of the Carts shall also be considered properly set out for Collection if they are placed adjacent to the Carts, securely contained in a bag or bundle, and do not collectively exceed 60 pounds in weight. CONTRACTOR shall provide this service at no charge to the Service Recipient. If Overages repeatedly occur, CONTRACTOR shall work with the SFD Service Recipient to reduce the number of Overages or provide an extra Cart.

6.04 SFD Refuse Collection Service. This service will be governed by the following additional terms and conditions:

6.04.1 Disposal Facility. All Refuse collected as a result of performing SFD Refuse Collection Services shall be transported to, and disposed of, at the Disposal Facility. Failure to comply with this provision shall result in the levy of an administrative charge as specified in this Agreement and may result in the CONTRACTOR being in default under this Agreement.

6.04.2 Additional Refuse Carts. Upon notification to the CONTRACTOR by the CITY or a Service Recipient that additional Refuse Carts are requested, the CONTRACTOR shall deliver such Refuse Carts to such Service Recipient within five (5) Work Days. CONTRACTOR shall be compensated for the cost of additional Refuse Carts in accordance with the "Additional Refuse Cart" Service Rate as set forth in **Exhibit 1** or as may be adjusted under the terms of this Agreement.

6.04.3 Refuse Cart Size Exchange. Customer may request a smaller Cart size (32-gallon) or a larger Cart size (96-gallon) at no additional cost to the Customer.

Collection Service Agreement

December 9 , 2013

6.05 SFD Recycling Collection Service. This service will be governed by the additional following terms and conditions:

6.05.1 Material Recovery Facility. All Recyclable Materials Collected as a result of performing Recycling Services shall be delivered to the Materials Recovery Facility. Failure to comply with this provision shall result in the levy of liquidated damages as specified in this Agreement. All expenses related to Recyclable Materials processing and marketing will be the sole responsibility of CONTRACTOR.

6.05.2 Additional Recycling Carts. CONTRACTOR shall provide up to one (1) additional SFD Recycling Carts to SFD Collection Service Recipients within five (5) Work Days of request at no additional cost provided that additional Cart is used by Service Recipients for the purposes of setting out additional Recyclable Materials for regular weekly Recycling Collection Service.

6.05.3 Recycling Cart Size Exchange. Customer may request a larger Cart size (96-gallon), for a maximum of two (2) 96-gallon Recycling Carts, at no additional cost to the Customer.

6.05.4 Recycling - Changes to Work. Should changes in law arise that necessitate any additions or deletions to the work described herein including the type of items included as Recyclable Materials, the parties shall negotiate any necessary cost changes and shall enter into an Agreement amendment covering such modifications to the work to be performed and the compensation to be paid before undertaking any changes or revisions to such work.

6.05.5 Collection of Service Recipients' Discarded Collection Containers. The CONTRACTOR shall collect used, discarded, or unwanted collection containers discarded by the Service Recipient that were in use for collection prior to February 15, 2014 at no cost. To the extent feasible, CONTRACTOR shall recycle, or cause to have recycled the used, discarded, or unwanted collection containers. CONTRACTOR collection of discarded containers shall be done in accordance with **Exhibit 5**.

6.05.6 Recycling - Improper Procedure. Except as set forth below in Article 6.08, the CONTRACTOR shall not be required to Collect Recyclable Materials if the Service Recipient does not segregate the Recyclable Materials from Refuse or Organic Waste. If Recyclable Materials are contaminated through commingling with Refuse or Organic Waste, the CONTRACTOR shall, if practical, separate the Refuse or Organic Waste from the Recyclable Materials. The Recyclable Materials shall then be Collected and the Refuse or Organic Waste shall be left in the Recycling Cart along with a Non-collection Notice explaining why the Refuse or Organic Waste is not considered a Recyclable Material. However, in the event the Recyclable Materials and Refuse or Organic Waste are commingled to the extent that they cannot easily be separated by the CONTRACTOR or the nature of the Refuse or Organic Waste renders the entire Recycling Cart contaminated, the CONTRACTOR will leave the Recycling Cart un-emptied along with a Non-collection Notice that contains instructions on the proper procedures for setting out Recyclable Materials.

6.06 SFD Organic Waste Collection Service. This service will be governed by the following terms and conditions:

6.06.1 Organic Waste Processing Services. CONTRACTOR shall ensure that all SFD Organic Waste Collected pursuant to this Agreement are diverted from the landfill in accordance with AB 939 and any subsequent or other applicable legislation and regulations.

Collection Service Agreement

December 9 , 2013

6.06.2 Organic Waste Processing Facility. CONTRACTOR shall deliver all Collected SFD Organic Waste to a fully permitted Organic Waste Processing Facility or a fully permitted Organic Waste transfer station. All expenses related to Organic Waste processing and marketing will be the sole responsibility of CONTRACTOR.

6.06.3 Organic Waste Disposal. CONTRACTOR shall ensure that the SFD Organic Waste Collected pursuant to this Agreement is not disposed of in a landfill, except as a residue resulting from processing.

6.06.4 Additional Organic Waste Carts. CONTRACTOR shall provide additional SFD Organic Waste Carts to SFD Service Recipients within five (5) days of request at no additional cost provided that additional Carts are used by SFD Service Recipients for the purposes of setting out additional SFD Organic Waste Materials for regular weekly Organic Waste Collection Service.

6.06.5 Organic Waste Cart Size Exchange. Customer may request a larger Cart size (96-gallon), for a maximum of two (2) 96-gallon Organic Waste Carts, at no additional cost to the Customer.

6.07 Curbside Holiday Tree Collection. CONTRACTOR shall Collect Holiday Trees from all SFD Service Units as part of the SFD Organic Waste Collection Services. CONTRACTOR shall provide this service beginning on the first Work Day after December 25 for a minimum of ten (10) days.

6.07.1 Contaminated Holiday Trees. Holiday trees that are flocked or contain tinsel or other decorations may be delivered to the Disposal Facility at the discretion of the CONTRACTOR.

6.07.2 Non-collection. CONTRACTOR shall not be required to Collect any SFD Organic Waste that is mixed with either Refuse, or Recyclable Materials. In the event of non-collection, CONTRACTOR shall affix to the Organic Waste Cart a Non-Collection Notice explaining why Collection was not made. CONTRACTOR shall maintain a copy of such notices during the term of this Agreement.

6.08 SFD Bulky Waste Collection Service. This service will be governed by the following terms and conditions:

6.08.1 Conditions of Service. The CONTRACTOR shall provide SFD Bulky Waste Collection Service to all SFD Service Units in the Service Area whose Bulky Waste have been placed within five (5) feet of the curb, swale, paved surface of the public or private roadway, closest accessible roadway, or other such location agreed to by the CONTRACTOR and Service Recipient, that will provide safe and efficient accessibility to the CONTRACTOR'S collection crew and vehicle. Each SFD Service Unit in the Service Area shall be entitled to receive free Bulky Waste Collection Service a maximum of six (6) Collection times per Agreement Year. Bulky Waste Collection Service shall be a combination of loose Large Items not exceeding an approximately equivalent of four (4) cubic yards and two (2) individual Large Items such as a TV, couch, or water heater. In accordance with the "Additional Bulky Waste Collection" service rate as set in **Exhibit 1**, CONTRACTOR shall be compensated for the cost of Collecting Large Items in excess of 1) a single Collection of over four (4) cubic yards, 2) more than four (4) Bulky Waste Collections per year, or more than two (2) individual Large Items during any single Bulky Waste Collection.

Collection Service Agreement**December 9 , 2013**

6.08.2 Frequency of Service. SFD Service Recipients must call at least forty-eight (48) hours in advance to schedule SFD Bulky Waste Collection Service. Collection will occur on the Customer's regular Collection day.

6.08.3 Large Items Containing Freon. In the event CONTRACTOR Collects Large Items that contain Freon, CONTRACTOR shall handle such Large Items in a manner such that the Large Items are not subject to regulation as Hazardous Waste under applicable state and federal laws or regulations. CONTRACTOR may charge for collecting Large Items containing Freon in accordance with the Maximum Service rates in **Exhibit 1**.

6.08.4 Maximum Reuse and Recycling. CONTRACTOR shall dispose of Large Items collected from Service Units pursuant to this Agreement in accordance with the following hierarchy:

- 6.08.4.1 Reuse as is (where energy efficiency is not compromised)
- 6.08.4.2 Disassemble for reuse or Recycling
- 6.08.4.3 Recycle
- 6.08.4.4 Disposal

6.08.5 CITY Direction of Large Items. CITY reserves the right to direct CONTRACTOR to take Large Items Collected pursuant to this Article to a designated site or sites for the purpose of permitting persons who will reuse or recycle such Large Items to obtain the Large Items at no cost. CONTRACTOR shall have no obligation to dispose of the Large Items or Large Item residue remaining at the directed site or sites after reusers and recyclers have removed reusable or recyclable Large Items. CONTRACTOR shall be entitled to an adjustment to the service rates to reflect any increased costs arising from the CITY's direction.

6.09 SFD Used Oil Collection Service. This service will be governed by the following terms and conditions:

6.09.1 Conditions of Service. In conjunction with the provision of SFD Recycling Collection Service, the CONTRACTOR shall provide SFD Used Oil Collection Service to all SFD Service Units in the Service Area utilizing Used Oil Containers for the accumulation and set-out of their Used Oil, and Used Oil Filter Containers for the accumulation and set out of their Used Oil Filters where the Used Oil Containers and Used Oil Filter Containers have been placed within three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed to by the CONTRACTOR and Service Recipient, that will provide safe and efficient accessibility to the CONTRACTOR'S Collection crew and vehicle.

6.09.2 Non-Collection. CONTRACTOR shall not be required to Collect material placed in Used Oil or Used Oil Filter Containers unless the material is Used Oil or Used Oil Filters, as appropriate, and is free of contamination other than contamination normally expected to be present as a result of the use, storage or spillage of the Used Oil or Used Oil Filter. In the event of non-collection, CONTRACTOR shall affix to the Used Oil or Used Oil Filter Container a Non-Collection Notice explaining why Collection was not made and maintain a copy of such notice during the term of this Contract. Prior to the end of the Work Day, CONTRACTOR shall notify the City Representative, either by Fax or e-mail, of any non-collection occurrences. If non-collection is because the Used Oil or Filter was placed in an improper container, CONTRACTOR shall also leave Used Oil or Used Oil Filter Containers in a number sufficient to contain the Used Oil or Used Oil Filters set out, but not exceeding a number sufficient to hold sixteen (16) quarts, or two (2) Used Oil Filters along with the Non-Collection Notice.

Collection Service Agreement**December 9 , 2013**

6.09.3 Spillage. CONTRACTOR shall carry oil absorbent material on all vehicles providing Used Oil Collection Service and shall cleanup any Used Oil that spills during Collection, which has leaked from the Used Oil or Used Oil Filter Container, or which spills or leaks during the time the Used Oil or Used Oil Filter is in the Collection vehicle.

6.09.4 Used Oil and Used Oil Filter Containers. To the extent allowed by CONTRACTOR, residents may provide their own Used Oil and Used Oil Filter Containers. However, in the event CONTRACTOR allows the use of resident-provided containers, CONTRACTOR shall assume any and all liabilities related to the use of such resident-provided containers. Within three (3) Work Days of receipt of a verbal, written, or electronic request of CITY or a Service Recipient, CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, provide the Residential Service Unit where the Service Recipient resides with Used Oil Containers and Used Oil Filter Containers in the number requested by the CITY or the Service Recipient but not exceeding a number sufficient to hold sixteen (16) quarts of Used Oil and two (2) Used Oil Filters.

6.09.5 At the time CONTRACTOR Collects Used Oil from a Service Recipient, where such Service Recipient utilizes a Used Oil Container or Used Oil Filter Container provided by the CONTRACTOR, CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, leave at the premises one (1) Used Oil Container for each Used Oil Container Collected and one (1) Used Oil Filter Container for each Used Oil Filter Container Collected. CONTRACTOR shall keep the outside of all Used Oil and Used Oil Filter Containers clean and may re-use the containers until the condition of the container makes it inappropriate for re-use.

6.09.6 Segregation of Used Oil. CONTRACTOR shall keep all Used Oil and Used Oil Filters Collected pursuant to this Contract segregated from other materials.

6.09.7 Used Oil Processing. CONTRACTOR shall recycle all Used Oil Collected pursuant to this Contract to the extent feasible and shall properly dispose of all Used Oil and Used Oil Filters that are contaminated or otherwise cannot be recycled.

6.09.7.1 CONTRACTOR shall recycle the Used Oil only with persons who are authorized by the State of California to recycle oil. In the event the Used Oil or Used Oil Filters Collected pursuant to this Contract is contaminated to the extent that the Used Oil or Used Oil Filters require disposal as a Hazardous Waste, CONTRACTOR shall dispose of such Used Oil or Used Oil Filters, at CONTRACTOR'S own cost and expense in accordance with applicable state and federal law.

6.09.7.2 CONTRACTOR shall notify the City Representative, either by fax or e-mail, of any contamination which renders the Used Oil unacceptable for recycling or which requires disposal of the Used Oil or Used Oil Filters as a Hazardous Waste.

6.09.8 SFD Service Recipients must call at least forty-eight (48) hours in advance to schedule SFD Universal Waste Collection Service. Collection will occur on the Customer's regular Collection day.

6.10 SFD Universal Waste Collection Service. This service will be governed by the following terms and conditions:

6.10.1 Conditions of Service. The CONTRACTOR shall provide SFD Universal Waste Collection Service to all SFD Service Units in the Service Area whose Universal Waste have been placed within five (5) feet of the curb, swale, paved surface of the public or private roadway, closest accessible roadway, or other such location agreed to by the CONTRACTOR

Collection Service Agreement**December 9 , 2013**

and Service Recipient, that will provide safe and efficient accessibility to the CONTRACTOR'S collection crew and vehicle. This service shall be unlimited and provided with no additional charge.

6.10.2 Frequency of Service. SFD Service Recipients must call at least forty-eight (48) hours in advance to schedule SFD Universal Waste Collection Service. Collection will occur on the Customer's regular Collection day.

6.10.3 Maximum Reuse and Recycling. CONTRACTOR shall dispose of Universal Wastes collected from Service Units pursuant to this Agreement in accordance with the following hierarchy:

- 6.10.3.1 Reuse as is (where energy efficiency is not compromised)
- 6.10.3.2 Disassemble for reuse or Recycling
- 6.10.3.3 Recycle
- 6.10.3.4 Disposal

6.10.4 CITY Direction of Universal Waste. CITY reserves the right to direct CONTRACTOR to take Universal Waste Collected pursuant to this Article to a designated site or sites for the purpose of permitting persons who will reuse or recycle such Universal Waste to obtain the Universal Waste at no cost. CONTRACTOR shall have no obligation to dispose of the Universal Waste or Universal Waste residue remaining at the directed site or sites after reusers and recyclers have removed reusable or recyclable Universal Waste. CONTRACTOR shall be entitled to an adjustment to the service rates to reflect any increased costs arising from the CITY's direction.

6.10.5 SFD Universal Waste Drop-off. CONTRACTOR shall accept Universal Waste delivered to CONTRACTOR'S yard from SFD Service Recipients with proof of residency. This service shall be unlimited and provided with no additional charge.

6.11 Hard to Service Areas. Notwithstanding any term or definition set forth in this Agreement, CONTRACTOR, at no additional cost, shall manually collect SFD Refuse, Recyclable Materials, Organic Waste, and Bulky Waste from a SFD Service Unit as follows:

6.11.1.1 Where topography, street conditions, or limited street access for police, fire, or safety vehicles prevents CONTRACTOR'S collection vehicle access for Collecting Refuse, Recycling, Organic Waste, and Large Items for Collection.

6.11.1.2 Where Service Units located in the areas and streets as determined by the CITY and CONTRACTOR.

6.11.1.3 Where the City Representative notifies the CONTRACTOR of any additional Service Units requiring service; along with the date such service is to begin.

6.12 Sharps Collection Service. Within one (1) week of request by a SFD Service Unit for Sharps Collection, CONTRACTOR shall deliver to the SFD Service Unit an approved Sharps container, at a mutually acceptable time, with a postage-paid package for mailing the Sharps container to an approved Sharps Processing location. Upon request by a SFD Service Unit, CONTRACTOR shall provide up to 100 free one-gallon sharps containers each year to seniors.

6.13 SFD Debris Box Collection Service. Upon twenty four (24) hours request by a SFD Service Unit for a Debris Box Container, CONTRACTOR shall provide a Debris Box Container at the Service Unit. Such SFD Debris Box Collection Service shall be on a temporary basis not

Collection Service Agreement**December 9 , 2013**

to exceed seven (7) days without Collection, emptying, and replacement of the Debris Box Container.

6.13.1 Debris Box Containers shall be transported by CONTRACTOR to an approved processing facility to achieve maximum diversion.

6.13.2 Charges for Debris Box Containers shall be in accordance with **Exhibit 1** of this Agreement.

6.13.3 The CONTRACTOR shall provide SFD Debris Box Collection Services with as little disturbance as possible and shall leave any Debris Box Containers in an upright position at the same point it was Collected without obstructing alleys, roadways, driveways, sidewalks, or mail boxes. CONTRACTOR shall only place Debris Boxes in strict adherence with the CITY'S right-of-way requirements and Municipal Code.

6.13.4 CONTRACTOR shall remove any and all graffiti within 24 hours of being identified by the CONTRACTOR or City Representative. CONTRACTOR shall not deliver a Debris Box Container without CONTRACTOR information or with any graffiti visible on the Debris Box Container.

ARTICLE 7. MFD Collection Services

7.01 MFD Collection Services. These services will be governed by all conditions of service as specified in Article 8 of this Agreement, with the following additional services:

7.01.1 MFD Bulky Waste Collection. The CONTRACTOR shall provide MFD Bulky Waste Collection Service to MFD Service Units in the Service Area in a manner agreed to between the CONTRACTOR and the MFD Service Unit management. CONTRACTOR shall provide a maximum of two (2) Collections per Agreement Year at no cost to the MFD Service Unit or MFD management. CONTRACTOR shall be compensated for the cost of Collecting Bulky Waste in excess of two Collections per Agreement Year in accordance with the "MFD Bulky Waste Collection" Maximum Service Rate as set in **Exhibit 1** of this Agreement.

7.01.2 MFD Universal Waste Collection Service. This service will be governed by the following terms and conditions:

7.01.2.1 Conditions of Service. The CONTRACTOR shall provide MFD Universal Waste Collection Service to all SFD Service Units in the Service Area whose Universal Waste have been placed within five (5) feet of the curb, swale, paved surface of the public or private roadway, closest accessible roadway, or other such location agreed to by the CONTRACTOR and Service Recipient, that will provide safe and efficient accessibility to the CONTRACTOR'S collection crew and vehicle. This service shall be unlimited and provided with no additional charge.

7.01.2.2 Frequency of Service. MFD Service Recipients must call at least forty-eight (48) hours in advance to schedule MFD Universal Waste Collection Service. Collection will occur on the Customer's regular Collection day.

7.01.2.3 Maximum Reuse and Recycling. CONTRACTOR shall dispose of Universal Wastes collected from Service Units pursuant to this Agreement in accordance with the following hierarchy:

7.01.2.3.1. Reuse as is (where energy efficiency is not compromised)

7.01.2.3.2. Disassemble for reuse or Recycling

Collection Service Agreement**December 9 , 2013**

7.01.2.3.3. Recycle

7.01.2.3.4. Disposal

7.01.2.4 CITY Direction of Universal Waste. CITY reserves the right to direct CONTRACTOR to take Universal Waste Collected pursuant to this Article to a designated site or sites for the purpose of permitting persons who will reuse or recycle such Universal Waste to obtain the Universal Waste at no cost. CONTRACTOR shall have no obligation to dispose of the Universal Waste or Universal Waste residue remaining at the directed site or sites after reusers and recyclers have removed reusable or recyclable Universal Waste. CONTRACTOR shall be entitled to an adjustment to the service rates to reflect any increased costs arising from the CITY's direction.

7.01.2.5 MFD Universal Waste Drop-off. CONTRACTOR shall accept Universal Waste delivered to CONTRACTOR'S yard from MFD Service Recipients with proof of residency. This service shall be unlimited and provided with no additional charge.

7.01.3 MFD Recycling Tote Bags. During the transition period as outlined in Exhibits 5 and 6, CONTRACTOR shall supply a maximum of 2,000 Recycle Tote Bags at no cost for each MFD Service Unit (at least 3 units or more). After the transition period, and for the remainder of the Term, upon request of MFD Service Units, CONTRACTOR shall supply a maximum of 200 additional Recycle Tote Bags each Agreement Year at no additional cost to the MFD Service Units. The Recycle Tote Bags are intended for MFD Service Recipients to transport Recyclables Materials from their residence to their recycling bin or cart.

7.01.4 Sharps Collection Service. Within one (1) week of a request by a MFD Service Unit for Sharps Collection, CONTRACTOR shall deliver by mail to the MFD Service Unit an approved Sharps container, at a mutually acceptable time, with a postage-paid package for mailing the Sharps container to an approved Sharps Processing location. Upon request by a MFD Service Unit, CONTRACTOR shall provide up to 100 free one-gallon sharps containers each Agreement Year to seniors. The CONTRACTOR Sharps Collection Service is available by calling (855) 737 – 7871 or www.republicservices.com.

ARTICLE 8. Commercial Collection Services

8.01 Commercial Collection Services. These services will be governed by the following terms and conditions:

8.01.1 Conditions of Service. The CONTRACTOR shall provide Commercial Refuse Collection Service, Commercial Recycling Collection Service, Commercial Food Waste Collection Service, and Commercial Debris Box Collection Service to all Commercial Service Units in the Service Area whose Refuse, Recyclable Materials, and Food Waste are properly containerized in Bins, Carts, or Debris Boxes as appropriate where the Bins, Carts or Debris Boxes are accessible as set forth in Article 8.01.3. CONTRACTOR shall offer Carts in 64 and 96 gallon sizes. CONTRACTOR shall offer Bins in 1, 1.5, 2, 3, 4, 5, and 6 cubic yard sizes. CONTRACTOR shall offer Debris Boxes in 10, 20, 30, and 40 cubic yard sizes. The size of the container and the frequency (above the minimum) of Collection shall be determined between the Service Recipient and the CONTRACTOR. However, the size and frequency shall be sufficient to provide that no Refuse, Recyclable Materials, Green Waste, or Food Waste Materials need be placed outside the Bin, Cart or Debris Box.

8.01.2 Required Capacity - Recycling. CONTRACTOR shall provide Commercial Recycling Collection Service to all Commercial Service Units in the Service Area. For each

Collection Service Agreement**December 9 , 2013**

Service Unit, CONTRACTOR shall offer a minimum capacity of Commercial Recycling Collection that meets or exceeds the capacity necessary to comply with AB 341 requirements.

8.01.3 Accessibility. CONTRACTOR shall collect all Refuse, Recycling, or Organic Waste Bins or Carts that are readily accessible to the CONTRACTOR'S crew and vehicles and not blocked. However, CONTRACTOR shall provide "push services" as necessary during the provision of Commercial Collection Services. Push services shall include, but not be limited to moving manually or by a specialized "scout" truck the Bins or Carts from their storage location for Collection and returning the Bins or Carts to their storage location.

8.01.4 Manner of Collection. The CONTRACTOR shall provide Commercial Collection Service with as little disturbance as possible and shall leave any Bin or Cart at the same point it was originally located without obstructing alleys, roadways, driveways, sidewalks or mail boxes.

8.02 Commercial Refuse Collection Service.

8.02.1 Conditions of Service. The CONTRACTOR shall provide Commercial Refuse Collection Service to all Commercial Service Units in the Service Area whose Commercial Refuse is properly containerized in Refuse Bins or Carts, where the Refuse Bins or Carts are accessible.

8.02.2 Disposal Facility. All Commercial Refuse collected as a result of performing Commercial Refuse Collection Services shall be transported to, and disposed of, at the Disposal Facility. Failure to comply with this provision shall result in the levy of an administrative charge as specified in this Agreement and may result in the CONTRACTOR being in default under this Agreement.

8.02.3 Size and Frequency of Service. This service shall be provided as deemed necessary and as determined between the CONTRACTOR and the Customer, but such service shall be received no less than one (1) time per week with no exception for holiday(s) as set forth herein, except that Collection Service scheduled to fall on a holiday may be rescheduled as determined between the Customer and the CONTRACTOR as long as the minimum frequency requirement is met. Service may be provided by Bin or Cart at the option of the Customer. The size of the container and the frequency (above the minimum) of Collection shall be determined between the Customer and the CONTRACTOR. However, size and frequency shall be sufficient to provide that no Commercial Refuse need be placed outside the Bin or Cart. The CONTRACTOR shall provide containers as part of the Commercial Refuse Collection Service rates set forth in **Exhibit 1**, however, Customers may own their Compactor provided that the Customer is completely responsible for its proper maintenance and that such Compactor shall be of a type that can be serviced by the CONTRACTOR'S equipment.

8.02.4 Commercial Refuse Overflow. In the case of repeated overflows of Commercial Refuse, CONTRACTOR shall contact the Commercial Service Unit management to arrange for an appropriate change in Refuse Bin or Cart size, Collection frequency or both. In the event, CONTRACTOR cannot successfully contact the Commercial Service Unit management after three attempts, or cannot reach an agreement with such management regarding the change in service, CONTRACTOR shall advise the City Representative, either by Fax or e-mail, of the details of the Commercial Refuse overages, and the attempts at communication with the Commercial Service Unit management. The City Representative shall respond to CONTRACTOR'S report and make a final written determination. Within five (5) Work Days of receipt of the City Representative's written determination, CONTRACTOR shall change the Collection Service in accordance with such written determination.

Collection Service Agreement**December 9 , 2013**

8.02.5 Non-Collection. CONTRACTOR shall not be required to collect any Commercial Refuse that is not placed in a Refuse Bin or Cart unless such Commercial Refuse is outside the Refuse Bin or Cart as a result of overflow. In the event of non-collection, CONTRACTOR shall affix to the Refuse Bin or Cart a Non-collection Notice explaining why Collection was not made.

8.03 Commercial Recycling Collection Service. This service will be governed by the following terms and conditions:

8.03.1 Conditions of Service. The CONTRACTOR shall provide Commercial Recycling Collection Service to all Commercial Service Units in the Service Area whose Recyclable Materials are properly containerized in Recycling Bins, Carts or Debris Boxes, except as set forth below, where the Recycling Bins, Carts, or Debris Boxes are accessible. CONTRACTOR shall provide up to two (2) 96 Recycling Carts to each Commercial Service Unit and MFD Service Unit at no cost. CONTRACTOR may charge for additional Recycling Carts, or Bins at rates set forth in **Exhibit 1**. Commercial Recycling Collection will occur Monday – Friday, and on Saturdays upon request.

8.03.2 Material Recovery Facility. All Recyclable Materials collected as a result of performing Commercial Recycling Services shall be delivered to the Material Recovery Facility. Failure to comply with this provision shall result in the levy of a liquidated damages as specified in this Agreement. All expenses related to Recyclable Materials processing and marketing will be the sole responsibility of CONTRACTOR.

8.03.3 Size and Frequency of Service. This Service shall be provided as deemed necessary and as determined between the CONTRACTOR and the Customer, but such service shall be received no less than one (1) time per week with no exception for holiday(s) as set forth herein, except that Collection Service scheduled to fall on a holiday may be rescheduled as determined between the Customer and the CONTRACTOR as long as the minimum frequency requirement is met. Service may be provided by Bin, Cart or Debris Box at the option of the Customer. The size of the container and the frequency (above the minimum) of Collection shall be determined between the Customer and the CONTRACTOR. However, size and frequency shall be sufficient to provide that no Recyclable Materials need be placed outside the Bin, Cart or Debris Box, and that AB 341 requirements are met. The CONTRACTOR shall provide containers as part of the Commercial Recycling Collection Service rates set forth in **Exhibit 1**, however, Customers may own their Compactor provided that the Customer is completely responsible for its proper maintenance and such Compactor shall be of a type that can be serviced by the CONTRACTOR'S equipment.

8.03.4 Additional Recycling Bins or Carts. CONTRACTOR shall provide additional Commercial Recycling Bins and Carts to Commercial Service Recipients within five (5) days of request at the Commercial Recycling Collection Service rates set forth in **Exhibit 1**.

8.03.5 Recycling - Improper Procedure. If Recyclable Materials are contaminated through commingling with Commercial Refuse, the CONTRACTOR shall, if practical, separate the Commercial Refuse from the Recyclable Materials. The Recyclable Materials shall then be collected and the Commercial Refuse shall be left in the Recycling Bin, Cart or Debris Box along with a Non-collection Notice of why the Refuse is not considered a Recyclable Material. However, in the event the Recyclable Materials and Commercial Refuse are commingled to the extent that they cannot easily be separated by the CONTRACTOR or the nature of the Commercial Refuse renders the entire Recycling Bin, Cart or Debris Box contaminated, the CONTRACTOR will leave the Recycling Bin, Cart or Debris Box un-emptied along with a Non-collection Notice which contains instructions on the proper procedures for

Collection Service Agreement**December 9 , 2013**

setting out Recyclable Materials. Upon notification from the City Representative, CONTRACTOR shall collect the contaminated Recyclable Materials as part of the next regularly scheduled Commercial Refuse Collection.

8.03.6 Recycling - Changes to Work. Should changes in law arise that necessitate any additions or deletions to the work described herein including the type of items included as Recyclable Materials, the parties shall negotiate any necessary cost changes and shall enter into an Agreement amendment covering such modifications to the work to be performed and the compensation to be paid before undertaking any changes or revisions to such work.

8.03.7 Recycling – Option to Process. In lieu of providing, or to augment source separated Commercial Recycling Collection Service, CONTRACTOR may elect to Process the entire contents of Containers collected from Commercial Service Units at a Material Recovery Facility; however, all requirements of AB 341 must be adhered to.

8.04 Commercial Green Waste Service. This service will be governed by the following terms and conditions:

8.04.1 Conditions of Service. The CONTRACTOR shall provide Commercial Green Waste Collection Service to all Commercial Service Units in the Service Area whose Green Waste materials are properly containerized in Green Waste Bins, Carts, Debris Boxes, or Compactors except as set forth below, where the Green Waste Bins, Carts, Debris Boxes, or Compactors are accessible, at the Commercial Green Waste Collection Service Rates specified in **Exhibit 1** Commercial Green Waste Collection will occur Monday – Friday, and on Saturdays upon request and as necessary.

8.04.2 Organic Waste Processing Facility. All Green Waste collected as a result of performing Commercial Collection Services shall be delivered to the Organic Waste Processing Facility. Failure to comply with this provision shall result in the levy of an administrative charge as specified in this Agreement and may result in the CONTRACTOR being in default under this Agreement. All expenses related to Organic Waste processing and marketing will be the sole responsibility of CONTRACTOR.

8.04.3 Size and Frequency of Service. This Service shall be provided as deemed necessary and as determined between the CONTRACTOR and the Customer, but such service shall be received no less than one (1) time per week with no exception for holiday(s) as set forth herein, except that Collection Service scheduled to fall on a holiday may be rescheduled as determined between the Customer and the CONTRACTOR as long as the minimum frequency requirement is met. Service may be provided by Bin, Cart or Debris Box at the option of the Customer. The size of the container and the frequency (above the minimum) of Collection shall be determined between the Customer and the CONTRACTOR. However, size and frequency shall be sufficient to provide that no Green Waste Materials need be placed outside the Bin, Cart or Debris Box. The CONTRACTOR shall provide containers as part of the Commercial Collection Service rates set forth in **Exhibit 1**, however, Customers may own their Compactor provided that the Customer is completely responsible for its proper maintenance and such Compactor shall be of a type that can be serviced by the CONTRACTOR'S equipment.

8.04.4 Additional Green Waste Bins or Carts. CONTRACTOR shall provide additional Commercial Green Waste Bins and Carts to Commercial Service Recipients at the Commercial Collection Service rates set forth in **Exhibit 1**.

8.04.5 Green Waste - Improper Procedure. If Green Waste is contaminated through commingling with Commercial Refuse, the CONTRACTOR shall, if practical, separate

Collection Service Agreement**December 9 , 2013**

the Commercial Refuse from the Green Waste. The Green Waste shall then be collected and the Commercial Refuse shall be left in the Green Waste Bin, Cart or Debris Box along with a Non-collection Notice of why the Green Waste is not collected. However, in the event the Green Waste and Commercial Refuse are commingled to the extent that they cannot easily be separated by the CONTRACTOR or the nature of the Commercial Refuse renders the entire Green Waste Bin, Cart or Debris Box contaminated, the CONTRACTOR will leave the Green Waste Bin, Cart or Debris Box un-emptied along with a Non-collection Notice which contains instructions on the proper procedures for setting out Green Waste. Upon notification from the City Representative, CONTRACTOR shall collect the contaminated Green Waste as part of the next regularly scheduled Commercial Refuse Collection and dispose of it at the Disposal Facility.

8.05 Green Waste - Changes to Work. Should changes in law arise that necessitate any additions or deletions to the work described herein including the types of items included as Green Waste, the parties shall negotiate any necessary cost changes and shall enter into an Agreement amendment covering such modifications to the work to be performed and the compensation.

8.06 Commercial Food Waste Service. This service will be governed by the following terms and conditions:

8.06.1 Conditions of Service. The CONTRACTOR shall provide Commercial Food Waste Collection Service to all Commercial Service Units in the Service Area whose Food Waste materials are properly containerized in Food Waste Bins, Carts, Debris Boxes, or Compactors except as set forth below, where the Food Waste Bins, Carts, Debris Boxes, or Compactors are accessible, at the Commercial Food Waste Collection Service Rates specified in **Exhibit 1** Commercial Food Waste Collection will occur Monday – Friday, and on Saturdays upon request and as necessary.

8.06.2 Organic Waste Processing Facility. All Food Waste collected as a result of performing Commercial Collection Services shall be delivered to the Organic Waste Processing Facility. Failure to comply with this provision shall result in the levy of an administrative charge as specified in this Agreement and may result in the CONTRACTOR being in default under this Agreement. All expenses related to Organic Waste processing and marketing will be the sole responsibility of CONTRACTOR.

8.06.3 Size and Frequency of Service. This Service shall be provided as deemed necessary and as determined between the CONTRACTOR and the Customer, but such service shall be received no less than one (1) time per week with no exception for holiday(s) as set forth herein, except that Collection Service scheduled to fall on a holiday may be rescheduled as determined between the Customer and the CONTRACTOR as long as the minimum frequency requirement is met. Service may be provided by Bin, Cart or Debris Box at the option of the Customer. The size of the container and the frequency (above the minimum) of Collection shall be determined between the Customer and the CONTRACTOR. However, size and frequency shall be sufficient to provide that no Food Waste Materials need be placed outside the Bin, Cart or Debris Box. The CONTRACTOR shall provide containers as part of the Commercial Collection Service rates set forth in **Exhibit 1**, however, Customers may own their Compactor provided that the Customer is completely responsible for its proper maintenance and such Compactor shall be of a type that can be serviced by the CONTRACTOR'S equipment.

8.06.4 Additional Food Waste Bins or Carts. CONTRACTOR shall provide additional Commercial Food Waste Bins and Carts to Commercial Service Recipients at the Commercial Collection Service rates set forth in **Exhibit 1**.

Collection Service Agreement**December 9 , 2013**

8.06.5 . Food Waste - Improper Procedure. If Food Waste is contaminated through commingling with Commercial Refuse, the CONTRACTOR shall, if practical, separate the Commercial Refuse from the Food Waste. The Food Waste shall then be collected and the Commercial Refuse shall be left in the Food Waste Bin, Cart or Debris Box along with a Non-collection Notice of why the Food Waste is not collected. However, in the event the Food Waste and Commercial Refuse are commingled to the extent that they cannot easily be separated by the CONTRACTOR or the nature of the Commercial Refuse renders the entire Food Waste Bin, Cart or Debris Box contaminated, the CONTRACTOR will leave the Food Waste Bin, Cart or Debris Box un-emptied along with a Non-collection Notice which contains instructions on the proper procedures for setting out Food Waste. Upon notification from the City Representative, CONTRACTOR shall collect the contaminated Food Waste as part of the next regularly scheduled Commercial Refuse Collection.

8.07 Food Waste - Changes to Work. Should changes in law arise that necessitate any additions or deletions to the work described herein including the types of items included as Food Waste, the parties shall negotiate any necessary cost changes and shall enter into an Agreement amendment covering such modifications to the work to be performed and the compensation.

8.08 Commercial Universal Waste Collection Service. This service will be governed by the following terms and conditions:

8.08.1 Conditions of Service. The CONTRACTOR shall provide Commercial Universal Waste Collection Service to all Commercial Service Units in the Service Area whose Universal Waste have been placed within five (5) feet of the curb, swale, paved surface of the public or private roadway, closest accessible roadway, or other such location agreed to by the CONTRACTOR and Service Recipient, that will provide safe and efficient accessibility to the CONTRACTOR'S collection crew and vehicle. Each Commercial Service Unit in the Service Area shall be entitled to receive three (3) pickups of Universal Waste Collection Service at no charge.

8.08.2 Frequency of Service. Commercial Service Recipients must call at least forty-eight (48) hours in advance to schedule Commercial Universal Waste Collection Service. Collection will occur on the Customer's regular Collection day.

8.08.3 Maximum Reuse and Recycling. CONTRACTOR shall dispose of Universal Wastes collected from Service Units pursuant to this Agreement in accordance with the following hierarchy:

- 8.08.3.1 Reuse as is (where energy efficiency is not compromised)
- 8.08.3.2 Disassemble for reuse or Recycling
- 8.08.3.3 Recycle
- 8.08.3.4 Disposal

8.08.4 CITY Direction of Universal Waste. CITY reserves the right to direct CONTRACTOR to take Universal Waste Collected pursuant to this Article to a designated site or sites for the purpose of permitting persons who will reuse or recycle such Universal Waste to obtain the Universal Waste at no cost. CONTRACTOR shall have no obligation to dispose of the Universal Waste or Universal Waste residue remaining at the directed site or sites after reusers and recyclers have removed reusable or recyclable Universal Waste. CONTRACTOR shall be entitled to an adjustment to the service rates to reflect any increased costs arising from the CITY's direction.

Collection Service Agreement**December 9 , 2013**

8.09 Commercial Debris Box Collection Service. Upon request of a Commercial Service Unit, CONTRACTOR shall provide a Commercial Debris Box Collection Service on a temporary basis or permanent basis.

8.09.1 Debris Boxes shall be transported by CONTRACTOR to an approved processing facility to achieve maximum diversion.

8.09.2 Charges for Debris Boxes shall be in accordance with **Exhibit 1** of this Agreement.

8.09.3 The CONTRACTOR shall provide Commercial Debris Box Collection Services with as little disturbance as possible and shall leave any Debris Boxes in an upright position at the same point it was Collected without obstructing alleys, roadways, driveways, sidewalks, or mail boxes. CONTRACTOR shall only place Debris Boxes in strict adherence with the CITY'S right-of-way requirements and Municipal Code.

8.09.4 CONTRACTOR shall remove any and all graffiti within 24 hours of being identified by the CONTRACTOR or City Representative. CONTRACTOR shall not deliver a Debris Box without CONTRACTOR information or with any graffiti visible on the Debris Box.

8.10 Commercial Audits and Recycling Technical Assistance. CONTRACTOR will conduct initial and ongoing commercial recycling opportunity assessments for MFD Service Recipients and Commercial Service Recipients and for City Facilities to ensure recycling opportunities are utilized and Food Waste customers are identified and enrolled. CONTRACTOR will provide MFD Service Recipients and Commercial Service Recipients with recycling technical assistance, such as on-site employee and tenant training.

ARTICLE 9. CITY Collection Services

CONTRACTOR has offered to donate the following services as corporate good will, and such provisions of donated services shall have no rate impact of any kind to the CITY, or to any SFD, MFD, or Commercial Service Recipient.

9.01 CITY Collection Services.

9.01.1 CONTRACTOR shall provide Refuse, Recycling, Green Waste, Food Waste, and Debris Box Collection Service to City Service Units as deemed necessary and as determined between the CONTRACTOR and the CITY, but such service shall be received no less than one (1) time per week with no exception for holiday(s) as set forth herein, except that Collection Service scheduled to fall on a holiday may be rescheduled as determined between the CITY and the CONTRACTOR as long as the minimum frequency requirement is met. Service may be provided by Bin, Cart or Debris Box at the option of the CITY. CONTRACTOR shall offer Carts in 64 and 96 gallon Cart sizes and Bins in 1 – 6 cubic yard sizes. CONTRACTOR shall not charge for Collection of Recyclable Materials or Green Waste collected in Carts or Bins. CONTRACTOR shall offer Debris Boxes in 10, 20, 30, and 40 cubic yard sizes. The size of the container and the frequency (above the minimum) of Collection shall be determined between the CITY and the CONTRACTOR. However, size and frequency shall be sufficient to provide that no Refuse, Recyclable Materials, Green Waste needs to be placed outside the Bin, Cart or Debris Box. City Service Units are listed in **Exhibit 2**.

9.01.2 Public Containers Collection. CONTRACTOR shall provide Collection, transporting and disposal or processing service to those public Refuse or Recycling containers in place or placed by the CITY, or as designated by the CITY, and other CITY properties during the term of this Agreement. Frequency of Collection shall be no less than three (3) days per

Collection Service Agreement**December 9 , 2013**

week per Container on Monday, Wednesday and Friday. Contractor shall also collect any spilled waste or litter within a five (5) foot radius of any public containers.

9.01.3 Accessibility. CONTRACTOR shall collect all Carts, Bins and Debris Boxes that are readily accessible to the CONTRACTOR'S crew and vehicles and not blocked. However, CONTRACTOR shall provide "push services" as necessary during the provision of CITY Collection Services. Push services shall include, but not be limited to, dismounting from the collection vehicle, moving the Bins or Carts from their storage location for Collection and returning the Bins or Carts to their storage location.

9.01.4 Notification. The CONTRACTOR will notify the City Representative daily, by Fax and e-mail, of all situations that prevent or hinder Collection from any City Service Unit, unless otherwise directed by CITY.

9.01.5 City Sponsored Events. CONTRACTOR shall provide Collections Services at CITY-sponsored events as requested by CITY. Such services shall be provided in such a manner that all Collection, processing and disposal needs, and related staff support and public education materials for the event are adequately and properly provided for by CONTRACTOR. City Sponsored Events are set forth on **Exhibit 4**, attached to and included in this Agreement.

9.01.5.1 Regardless of CONTRACTOR providing services, all CITY events will be attended by CONTRACTOR personnel in order to work more closely with The City to create more awareness and to educate the residents and businesses about the importance of recycling.

9.02 Used Motor Oil Collection. Upon request by the CITY, CONTRACTOR shall collect any Used Motor Oil from the City's public works yard.

9.03 Holiday Tree Debris Boxes. For the two (2) weeks commencing December 26th, CONTRACTOR shall provide up to three (3) Debris Boxes (as determined by the City Representative) at locations designated by the City Representative for the drop-off of Holiday Trees.

ARTICLE 10. Charges and Rates

10.01 CONTRACTOR Billing. The CONTRACTOR shall be responsible for the billing and collection of payments for all Collection Services. The Contractor shall charge Service Recipients an amount not to exceed the Maximum Service Rates set by CITY resolution and attached in **Exhibit 1** to this Agreement and as may be adjusted under the terms of this Agreement. The CITY shall approve the format for all Customer bills.

10.01.1 Partial Month Service. If, during a month, a Service Unit is added to or deleted from CONTRACTOR'S Service Area, the CONTRACTOR'S billing shall be pro-rated based on the weekly service rate (the weekly service rate shall be the service rate established in **Exhibit 1** divided by four (4) times the number of actual weeks in the month that service was provided to the Service Unit.

10.01.2 Production of Invoices for Service Units Utilizing Carts. The CONTRACTOR shall produce an invoice, in a form and format that is approved by the City Representative, for Service Recipients utilizing Carts received under this Agreement. The CONTRACTOR shall coordinate its production of invoices with the City's current utility billing schedule, in which customers are billed in arrears, every two months. The CONTRACTOR'S invoice shall be remitted to the Service Recipient within five (5) days of the end of the 2nd

Collection Service Agreement**December 9 , 2013**

month of the period for which service is being billed. Notification of future rate increases shall be included in at least one invoice prior to the affected rate increase date.

10.01.3 Production of Invoices for Service Units Utilizing Bins. The CONTRACTOR shall produce an invoice, in a form and format that is approved by the City Representative, for Service Recipients utilizing Bins received under this Agreement in advance but no less than twelve (12) times per year. The CONTRACTOR may invoice the Service Recipient no less than ten (10) days preceding the month for services for which service is being billed.

10.01.4 Production of Invoices for Debris Box Collection Service. The CONTRACTOR shall produce an invoice, in a form and format that is approved by the City Representative, for Debris Box Collection Services received under this Agreement in arrears for services during the prior month. Customers utilizing Debris Box Collection Services may be invoiced upon completion.

10.01.5 City Provided Billing Inserts. CITY may provide educational and other material to CONTRACTOR for inclusion in the invoices provided by CONTRACTOR to SFD, MFD and Commercial Customers for Collection Services. CONTRACTOR shall not charge the CITY for the inclusion of additional educational or other materials in the invoices.

10.01.6 Methods of Payment. CONTRACTOR shall provide the means for Customers to pay bills through the following methods: cash, checks, credit cards, internet payment service or automatic withdrawal from bank account. On-line (E-Pay) bill methods shall be password protected and comply with federal regulations protecting the privacy of Customer credit information. CONTRACTOR shall provide evidence of such security certifications and advise the CITY of CONTRACTOR'S security measures implemented for on-line payment.

10.01.7 Delinquent Service Accounts. The CONTRACTOR may report to the City Representative, on a monthly basis, a SFD Service Recipient who has received Collection Service and whose account is over ninety (90) days past due, and a MFD or a Commercial Service Recipient whose account is over forty-five (45) days past due. The CITY, however, is not in any way responsible to assist CONTRACTOR in collecting delinquent accounts, or in any way responsible to compensate CONTRACTOR for revenues lost due to delinquent accounts. The CONTRACTOR may take such action as is legally available to collect or cause collection of such past due amounts, including removing Recycling Carts and Bins and Organic Waste Carts and Bins, and reducing the provision of Refuse Collection Services to the smallest Cart or Bin size to any Service Unit due to non-payment. CONTRACTOR may not discontinue providing Refuse Collection Services.

10.02 Adjustments to CONTRACTOR'S Maximum Service Rates. CONTRACTOR'S Maximum Service Rates are as specified in **Exhibit 1** of this Agreement, and are firm and fixed through June 30, 2015. CONTRACTOR shall not be entitled to any compensation that is not listed in **Exhibit 1**. On or after July 1, 2015, and each subsequent July 1st, CONTRACTOR'S Maximum Service Rates shall be adjusted as follows:

10.02.1 Financial Information. On or before April 1, 2015, and annually thereafter during the term of this Agreement, CONTRACTOR shall make available to CITY audited copies of the financial information required under Article 16.01.1 for the specific services performed under this Agreement for the preceding Agreement Year. If CONTRACTOR fails to make available the financial information by April 1st, it is agreed that CONTRACTOR shall be deemed to have waived the CPI rate adjustment for that year.

Collection Service Agreement**December 9 , 2013**

10.02.1.1 Where the financial information made available by the CONTACTOR is marked "Confidential", the CITY will take reasonable measures, subject to the requirements of applicable law, to prevent the dissemination of the financial information to third parties, and will promptly notify CONTRACTOR upon receipt of a request by a third party under the Public Records Act to review or obtain such financial information.

10.02.1.2 If CONTRACTOR'S failure to make available the financial information required under Article 10.02.1 is the result of extraordinary or unusual circumstances as demonstrated by CONTRACTOR to the satisfaction of the CITY, the CITY, at its sole discretion, may consider the request for the CPI rate adjustment.

10.02.2 Adjustments Using the Consumer Price Index (CPI).

10.02.2.1 Adjustments. On April 1, 2015 and each April 1st thereafter, using one-hundred percent (100%) of the twelve (12) month average percentage change in the CPI between December of the most recent year to December of the prior year, CONTRACTOR shall apply the percentage change to approved current Maximum Service Rates and submit the CONTRACTOR'S request for an adjustment in the Maximum Service Rates to the CITY in the same form as **Exhibit 1**.

10.02.2.2 Rounding. Annual adjustments shall be made only in units of one cent (\$0.01) and shall not result in a decrease to the rates currently in effect. Fractions of less than one cent (\$0.01) shall not be considered in making adjustments. The indices shall be truncated at four (4) decimal places for the adjustment calculations.

10.02.3 CITY Approval of Maximum Service Rates. As of April 1, 2015, and annually thereafter during the term of this Agreement, the CITY Representative shall notify CONTRACTOR of the adjustments to the affected Maximum Service rates to take place on the subsequent April 1st. CITY shall take action on the any changes in the Maximum Service Rates in accordance with the CITY'S municipal code.

10.03 CONTRACTOR'S Payments to CITY. CONTRACTOR shall make payment to the CITY of a franchise fee, and such other fees as may be specified in this Article 10.03. Payment to the CITY shall be due, on the fifteenth (15th) day of the month following the month the revenues are collected. Each such payment shall be accompanied by an accounting, which sets forth CONTRACTOR'S Gross Receipts collected during the preceding month in sufficient detail to allow for an independent recalculation of payments.

10.03.1 Franchise Fee. The franchise fee shall be a percentage of CONTRACTOR'S Gross Revenues collected each month under the terms of this Agreement. The franchise fee percentage shall be ten percent (10%) unless otherwise adjusted by the CITY. In the event that the CITY adjusts the franchise fee percentage, the maximum service rates will also be adjusted to incorporate any such changes in the franchise fee percentage.

10.03.2 No acceptance by CITY of any payment shall be construed as an accord that the amount is in-fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim CITY may have against CONTRACTOR for any additional sums payable under the provisions of this Agreement. All amounts paid shall be subject to independent audit and recompilation by CITY. If, after the audit, such recompilation indicates an underpayment CONTRACTOR shall pay to CITY the amount of the underpayment and shall reimburse CITY for all reasonable costs and expenses incurred in connection with the audit and recompilation within ten (10) Work Days of receipt of written notice from CITY that such is the case. If, after audit, such recompilation indicates an overpayment, CITY shall notify the CONTRACTOR in writing of the amount of the overpayment, less costs and expenses incurred

Collection Service Agreement**December 9 , 2013**

in connection with the audit and recompilation. CONTRACTOR may offset the amounts next due following receipt of such notice by the amount specified therein.

10.03.3 Adjustments Due to Changes In Legislation. CONTRACTOR agrees that no extraordinary adjustment shall occur or rate adjustment be provided unless and only if changes to local, State, or Federal regulations or laws occurring on or after February 15, 2014 result or will result in additional costs exceeding the CPI for the fee or additional service required under the legislative or regulatory change, or different services to be provided by CONTRACTOR which are not otherwise covered by the terms and conditions in Article 25 and have directly resulted or will result in changes to CONTRACTOR'S operations and have caused or will cause CONTRACTOR'S total operation costs to increase. The CITY may request from the CONTRACTOR such further information as it deems necessary to fully evaluate the CONTRACTOR'S request for extraordinary adjustment and make its determination. The CITY shall in the exercise of its reasonable discretion approve or deny the request, in whole or in part, within sixty (60) calendar days of receipt of the written request and all other additional information requested by the CITY. Any such change will be implemented within an agreed upon time between the CITY and CONTRACTOR.

10.03.4 Reimbursement of Fees. As specified in the CITY'S Request for Proposals dated July 22, 2013, The CONTRACTOR shall reimburse the CITY the following amounts:

10.03.4.1 Within 30 days after execution of the Agreement award, a one-time payment of **One Hundred and Fifty Thousand Dollars (\$150,000)** for the cost of procuring Collection Services.

10.03.4.2 No later than February 15, 2014, and annually thereafter during the term of this Agreement, CONTRACTOR shall submit an annual Contract Management Fee to the City, or the City's designated contractor in the amount of **Fifty Thousand Dollars (\$50,000)**. Beginning February 15, 2015, this amount shall be increased annually at the same percentage change as adjustments to the Maximum Service Rates as specified in Section 10.02.

10.03.5 Transition Fee. CONTRACTOR shall pay an amount not to exceed **Sixty Thousand Dollars (\$59,100)** for transition assistance to the CITY'S designated transition assistance contractor. Such payment shall be based on monthly invoices submitted directly to CONTRACTOR by the CITY'S designated transition contractor. Transition assistance shall end on July 30, 2014, unless extended by mutual agreement between the CITY and CONTRACTOR.

ARTICLE 11. Collection Routes

11.01 Collection Routes. Sixty (30 days prior to commencement of Collection Services, the CONTRACTOR shall provide the CITY with maps precisely defining collection routes, together with the days and the times at which collection shall regularly commence. To the extent possible, CONTRACTOR will provide the map data in a GIS format that is compatible with the format used by the CITY.

11.02 Subsequent Collection Route Changes. The CONTRACTOR shall submit to the CITY, in writing, any proposed route change (including maps thereof) not less than sixty (60) calendar days prior to the proposed date of implementation. To the extent possible, CONTRACTOR will provide the map data in a GIS format that is compatible with the format used by the CITY. The CONTRACTOR shall not implement any route changes to SFD Service

Collection Service Agreement**December 9 , 2013**

Recipients without the prior review of the City Representative. If the route change will change the collection day for a Service Recipient, the CONTRACTOR shall notify those Service Recipients in writing of route changes not less than thirty (30) days before the proposed date of implementation.

11.02.1 Collection Route Audits. The CITY reserves the right to conduct audits of CONTRACTOR'S collection routes. The CONTRACTOR shall cooperate with the CITY in connection therewith, including permitting CITY employees or agents, designated by the City Representative, to ride in the collection vehicles in order to conduct the audits. The CONTRACTOR shall have no responsibility or liability for the salary, wages, benefits or worker compensation claims of any person designated by the City Representative to conduct such audits.

ARTICLE 12. Collection Vehicles

12.01 General Provisions. All collection vehicles used by CONTRACTOR in the performance of services under this Agreement shall be of a high quality. At the start of this Agreement, all route collection vehicles utilized by CONTRACTOR pursuant to this Agreement shall be new 2013/2014 manufactured vehicles or refurbished vehicles as specified in **Exhibit 11**.

12.02 Vehicle Registration, Licensing and Inspection. On or before January 1, 2014 and upon request by the CITY thereafter during the term of this Agreement, CONTRACTOR shall submit documentation to the CITY Representative to verify that each of the CONTRACTOR'S collection vehicles is in compliance with all registration, licensing and inspection requirements of the California Highway Patrol, the California Department of Motor Vehicles, and any other applicable laws or regulations. CONTRACTOR shall not use any vehicle to perform Collection Services that is not in compliance with applicable registration, licensing and inspection requirements. Each vehicle shall comply, at all times, with all applicable statutes, laws or ordinances of any public agency. Routine inspections by the California Highway Patrol will be required bi-annually and certificates for said inspection shall be filed with the CITY upon request.

12.03 Clean Air Vehicles. During the term of this Agreement, to the extent required by law, CONTRACTOR shall provide its collection vehicles to be in full compliance with local, State and federal clean air requirements that were adopted or proposed to be adopted, including, but not limited to, the California Air Resources Board Heavy Duty Engine Standards as currently proposed to be contained in CCR Title 13, Section 2020 et seq; the Federal EPA's Highway Diesel Fuel Sulfur regulations and any other applicable air pollution control

12.04 Fuel Type. CONTRACTOR shall utilize compressed natural gas (CNG) as the fuel type for all its collection vehicles, and CNG, bio-diesel or hybrid electric for all its support vehicles.

12.05 Global Positioning Systems (GPS). CONTRACTOR shall provide all route collection vehicles equipped with fully functioning on-board GPS with direct and real-time linkages to CONTRACTOR'S Customer service system.

12.06 Vehicle Noise Level. All Collection operations shall be conducted as quietly as possible and must comply with U.S. EPA noise emission regulations currently codified at 40 CFR Part 205, and other applicable State, County, and City noise control regulations.

Collection Service Agreement**December 9 , 2013**

12.07 Safety Equipment. All collection equipment used by CONTRACTOR shall have appropriate safety markings including, but not limited to, highway lighting, flashing and warning lights, clearance lights, and warning flags. All such safety markings shall be subject to the approval of the CITY and shall be in accordance with the requirements of the California Vehicle Code, as may be amended from time to time. All collection vehicles shall be equipped with audible back-up warning devices and back-up warning devices.

12.08 Vehicle Signage and Painting. Collection vehicles shall have signage in letters of contrasting color, at least six (6) inches high, on each side and the rear of each vehicle that clearly states the CONTRACTOR'S name, the CONTRACTOR'S Customer service telephone number and the number of the vehicle. No advertising shall be permitted other than the name of the CONTRACTOR except promotional advertisement of the Recyclable Materials and Organic Waste programs. CONTRACTOR shall repaint all vehicles (including vehicles striping) during the term of this Agreement on a frequency as necessary to maintain a positive public image as reasonably determined by the City Representative.

12.09 Vehicle Maintenance. CONTRACTOR shall maintain collection vehicles in a clean condition and in good repair at all times and ensure that no Collected materials, oil, grease, or other substances will blow, fall out, escape or leak out of the vehicle, with the exceptions of vehicle emission. All parts and systems of the collection vehicles shall operate properly and be maintained in a condition satisfactory to CITY. CONTRACTOR shall wash all collection vehicles at least once a week.

12.10 Maintenance Log. CONTRACTOR shall maintain a maintenance log for all collection vehicles. The log shall at all times be accessible to CITY by physical inspection upon request of City Representative, and shall show, at a minimum, each vehicles' CONTRACTOR assigned identification number, date purchased or initial lease, dates of performance of routine maintenance, dates of performance of any additional maintenance, and description of additional maintenance performed.

12.11 Equipment Inventory. On or before January 1, 2014, and January 1st annually thereafter, CONTRACTOR shall provide to CITY an inventory of collection vehicles and major equipment used by CONTRACTOR for collection or transportation and performance of services under this Agreement. The inventory shall indicate each collection vehicle by CONTRACTOR assigned identification number, DMV license number, the age of the chassis and body, type of fuel used, the type and capacity of each vehicle, the number of vehicles by type, the date of acquisition, the decibel rating and the maintenance status. CONTRACTOR shall submit to the City Representative, either by Fax or e-mail, an updated inventory annually to the CITY or more often at the request of the City Representative. Each vehicle inventory shall be accompanied by a certification signed by CONTRACTOR that all collection vehicles meet the requirements of this Agreement.

12.12 Reserve Equipment. The CONTRACTOR shall have available to it, at all times, reserve collection equipment which can be put into service and operation within one (1) hour of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the CONTRACTOR to perform the contractual duties.

ARTICLE 13. Customer Service

13.01 Customer Service Program. CONTRACTOR shall develop, implement, and maintain a Customer Service Program approved by the CITY to ensure that all services

Collection Service Agreement**December 9 , 2013**

provided under this Agreement are provided a high quality. CONTRACTOR'S Customer Service Plan is attached as **Exhibit 9** of this Agreement.

13.02 CONTRACTOR'S Office. The CONTRACTOR shall maintain an office that provides toll-free telephone access to residents and businesses of the CITY and is staffed by trained and experienced Customer Service Representatives (CSRs). Such office shall be equipped with sufficient telephones that all Collection Service related calls received during normal business hours are answered by an employee within five (5) rings, and shall have responsible persons in charge during Collection hours and shall be open during such normal business hours, 8:00 a.m. to 5:00 p.m. on regularly scheduled Work Days (Monday through Friday) and when service is scheduled to be provided on Saturdays. The CONTRACTOR shall provide either a telephone answering service or mechanical device to receive Service Recipient inquiries during those times when the office is closed. Calls received after normal business hours shall be addressed the next Work Day morning.

13.03 City Hall Billing Kiosk. The CONTRACTOR shall provide a CSR, at City Hall, to assist in billing related inquiries, accept customer payments, and provide any other assistance to CITY or customers beginning January 15, 2014 and ongoing through the term of this agreement. CONTRACTOR may rent a full workstation from CITY at a rate mutually agreed upon by CONTRACTOR and CITY. The CSR shall be at City Hall during normal CITY business days and office hours on a work schedule mutually agreed upon by CONTRACTOR and City.

13.04 Emergency Contact. The CONTRACTOR shall provide the City Representative with an emergency phone number where the CONTRACTOR can be reached outside of the required office hours with a two (2) hour response time.

13.05 Multilingual/TDD Service. CONTRACTOR shall at all times maintain the capability of responding to telephone calls in English and such other languages as CITY may reasonably direct. CONTRACTOR shall at all times maintain the capability of responding to telephone calls through Telecommunications Device for the Deaf (TDD) Services.

13.06 Service Recipient Calls. During office hours, CONTRACTOR shall maintain a telephone answering system capable of accepting at least ten (10) incoming calls at one (1) time. CONTRACTOR shall record all calls including any inquiries, service requests and complaints into a Customer service log.

13.06.1 Response to Calls. All incoming calls will be answered within five (5) rings. Any call "on-hold" in excess of one and one half (1.5) minutes shall have the option to remain "on-hold" or to be switched to a message center where Service Recipient can leave a message. CONTRACTOR'S Customer service representative shall return Service Recipient calls. For all messages left before 3:00 p.m., all "call backs" shall be attempted a minimum of one time prior to 5:00 p.m. on the day of the call. For messages left after 3:00 p.m., all "call backs" shall be attempted a minimum of one time prior to noon the next Work Day. CONTRACTOR shall make minimum of three (3) attempts within twenty-four (24) hours of the receipt of the call. If CONTRACTOR is unable to reach the Service Recipient on the next Work Day, the CONTRACTOR shall send a postcard to the Service Recipient on the second Work Day after the call was received, indicating that the CONTRACTOR has attempted to return the call.

13.07 Website. CONTRACTOR shall develop and maintain a state-of-the-art website "San Fernando Recycles" dedicated to services provided in the CITY that is accessible by the public. The web site shall include answers to frequently asked questions, rates for Collection Services, listing and description of Recyclable Materials and Organic Waste, Collection Service

Collection Service Agreement**December 9 , 2013**

schedules and maps, and other related topics. CONTRACTOR shall arrange for the CITY'S website to include an e-mail link to CONTRACTOR and a link to CONTRACTOR'S website. The CONTRACTOR'S website shall provide the public the ability to e-mail complaints to CONTRACTOR and request services or service changes. CONTRACTOR's website shall also promote reuse and recycling and other materials as requested by the CITY. The CITY shall review and approve CONTRACTOR'S website.

ARTICLE 14. Public Outreach Services

14.01 Public Outreach Services. CONTRACTOR, at its own expense, shall prepare, submit and implement an annual (Agreement Year) Public Education and Outreach Plan that incorporates key features of CONTRACTOR'S Public Education Plan (**Exhibit 6**). The proposed action plans must be submitted annually for CITY approval no later than April 1, 2015, and no later than April 1st each Agreement Year thereafter. The program must include a specific steps designed to increase diversion and participation, for the City's residents, businesses, and Public Schools. Campaigns should target certain diverted materials or "problem" areas of the CONTRACTOR'S Service Area where improvements can be maximized. Targets of outreach should be based on local trends and recycling patterns based on information obtained by both the City Representative and CONTRACTOR staff. The CONTRACTOR shall provide space in CONTRACTOR'S public outreach materials, such as mailers, flyers and newsletters, for the CITY to include announcements, community information, articles, and photographs. The Public School campaigns shall correspond with the school year and should target student, faculty and staff participation in the diversion of Recyclable Materials.

14.02 Community Involvement. In consideration of the rights granted by this Agreement, CONTRACTOR has agreed to and shall provide the following community services:

14.02.1 Earth Day Tree Event. CONTRACTOR shall donate at least 100 trees per year in the City as part of the Tree City USA activities. Contractor will work closely with CITY staff to provide readily available oak trees or select the most appropriate tree types and specifications for planting within the City.

14.02.2 Garden Project Support. CONTRACTOR will provide to CITY expertise and resources in planned San Fernando garden projects, streetscape projects, and designated tree focus areas throughout the following procedures: Soil technicians will gather solid samples from growing areas designated by CITY and send them to a state-certified lab for analysis and testing; laboratory results will be forwarded to a listed PCA Agronomist to provide written recommendations for improving soil quality and matching soil quality (fertility, organics, ph, etc.) to appropriate plantings. As a follow up petiole (leaf) samples will be analyzed at a State-certified lab to verify that the plant is healthy and receiving all nutritional components. All of the above mentioned activities and services will be funded at Contractors expense.

14.02.3 Special Event Support. CONTRACTOR will provide, at no charge to the CITY, Debris Boxes and Bins at CITY sponsored special events that may arise during the term that are in addition to the events identified in **Exhibit 5**.

14.02.4 Education Packets. CONTRACTOR will provide education packets, including but not limited to Recycling Rosie Curriculum and availability and content of a once annual Republic recycling assembly for grades preschool through Grade 3, for all private and public elementary schools in San Fernando, to increase awareness of and support for the

Collection Service Agreement**December 9 , 2013**

residential recycling program, as well as to increase understanding of the benefits of recycling and the cyclical nature of the environment. Contractor will completely fund the design and printing of these packets and distribute them annually to teachers with additional information available for download from CONTRACTORS website.

14.02.5 Compost and Woodchips Delivery. As needed and identified by CITY staff, CONTRACTOR will annually provide compost and woodchips for City sites such as local parks, and planned City garden projects. Contractor will also donate compost and wood chips annually to San Fernando schools based on needs identified by school maintenance and landscape staff. In some cases, these donations will be linked with LAUSD and State Education Department Garden programs.

14.03 Recycling Coordinator / CSR. CONTRACTOR will provide for the equivalent one (1) full-time Recycling Coordinator / CSR dedicated to the CITY. CONTRACTOR may use an Approved Subcontractors as listed in **Exhibit 4** to perform some or all the duties normally assigned to the Recycling Coordinator.

14.04 Cesar Chavez Scholarship Program. CONTRACTOR will fund and run an annual scholarship program for college-bound high school seniors, with up to \$1,000.00 for each recipient.

14.05 Neighborhood Watch Clean-up Events. CONTRACTOR will team with local police department and/or other organizations and City departments to assist in running Neighborhood Watch Clean-up Events. Field-trips. CONTRACTOR will conduct regular field trips for all students, residents, business owners and seniors at its local facilities, including its new education center at Sunshine Canyon Landfill.

14.06 Residential Star and Community Zone Recycling Rewards Program. CONTRACTOR will develop a My Republic Residential Star Rewards Program for CITY residents that incentivizes recycling and provides a total reward amount estimated to be \$3,500.00 annually to be provided as gift cards to be used in San Fernando businesses. In addition, CONTRACTOR will also organize a Community Zone Recycling Rewards Program that will provide a total of \$1,000 for local charities based each Community's Zones that recycles the most material per Agreement Year. CONTRACTOR and CITY will agree on the Community Zones. The value of the Recycling Rewards Program is estimated to reach \$5,000 annually.

14.07 Books Recycling Programs. CONTRACTOR shall promote and provide Books Recycling Programs as specified in **Exhibit 6**.

14.08 Annual Large Green Waste Shred Day Events. CONTRACTOR shall sponsor and conduct One (1) Annual Large Green Waste Shred Day Event each Agreement Year. The Annual Shred Day will allow the CITY and Customers shredding services for Large Green Waste. The CITY and CONTRACTOR shall work together to coordinate the Annual Large Green Waste Shred Day Event on a date, time, and terms with the Quarterly Community Drop-off Events and the Annual Paper Shred Day Events.

14.09 Semi-Annual Paper Waste Shred Day Events. CONTRACTOR shall sponsor and conduct two (2) Annual Paper Shred Day Events each Agreement Year. The Annual Paper Shred Day will allow the CITY and Customers shredding services for personal documents. The CITY and CONTRACTOR shall work together to coordinate the Annual Paper Shred Day Events on dates, times, and terms with the Annual Large Green Waste Shred Day Events and the Quarterly Community Drop-off and Compost Donation Events.

Collection Service Agreement**December 9 , 2013**

14.10 Quarterly Community Drop-Off and Compost Donation Events. CONTRACTOR will conduct quarterly drop off events where residents may drop off Bulky Waste, Universal Waste, reusable clothing, E-waste, or Green Waste. CONTRACTOR will provide compost to residents during these events. CONTRACTOR will coordinate with local charities and non-profit groups for the use of any usable items dropped off at the events. CITY and CONTRACTOR shall work together to coordinate the Quarterly Community Drop-off and Compost Donation Events on dates, times, and terms with the Annual Large Green Waste Shred Day Events and the Annual Paper Shred Day Events.

14.11 Los Angeles Unified School District (LAUSD) Education and Outreach. CONTRACTOR will extend education and outreach curriculum to all schools in CITY, including non-LAUSD schools, as specified in **Exhibit 6**.

14.12 Backyard Compost and Worm Bin Promotion. CONTRACTOR will promote backyard composting and underwrite 50 percent of the cost of compost and worm bins for CITY residents. CONTRACTOR will provide a minimum of two (2) Composting Workshops per year, as specified in **Exhibit 7**.

14.13 Ongoing Diversion and Education Program Management. CONTRACTOR will incorporate a monthly program management report which will include a timetable for implementation of diversion and education and outreach program activities, including but not limited to outreach materials, events, community involvement, updates regarding curbside, on-call services, program tasks such as meetings with multi-family premises, chambers and other key initiatives.

14.14 Local Vendors. To the extent possible, CONTRACTOR will utilize local San Fernando vendors to purchase good and services such items such as printing, and vehicle parts, and fuel.

14.15 Use of CITY CNG Fuel Station. To the extent possible and when available, CONTRACTOR will utilize the CITY's CNG fuel station to fuel CONTRACTOR's collection vehicles. The cost of fuel will be negotiated between the CITY and CONTRACTOR and/or will not exceed CONTRACTOR's then current fuel charge.

14.16 Annual Collection Service Notice. Each Agreement Year during the term of this Agreement, the CONTRACTOR shall publish and distribute separate notices to all SFD Service Units regarding the SFD Collection Service, to all MFD Service Units regarding MFD Collection Service, and to all Commercial Service Units regarding Commercial Collection Service. To the extent appropriate, based on the category of Customer receiving the notice, it shall contain at a minimum: definitions of the materials to be collected, procedures for setting out the materials, Collection and disposal options for unacceptable materials such as Hazardous Waste, maps of the Service Area indicating the day of the week that Collection Service will be provided, and the CONTRACTOR Customer service phone number and website address. The notice shall be provided in English, and other languages as reasonably directed by the CITY, and shall be distributed by the CONTRACTOR no later than November 1st each Agreement Year.

14.17 Additional Programs and Services. CONTRACTOR shall provide additional services and programs as requested by CITY at a price to be mutually agreed upon between the CONTRACTOR and the City Representative. In the event the CONTRACTOR and the City Representative cannot reach a mutually agreed upon price for the requested service or program, CITY shall have the right to procure the service of other vendors or contractors to provide the requested service.

Collection Service Agreement**December 9 , 2013**

14.18 News Media Relations. CONTRACTOR shall notify the City Representative by Fax, e-mail or phone of all requests for news media interviews related to the Collection Services program within twenty-four (24) hours of CONTRACTOR'S receipt of the request. Before responding to any inquiries involving controversial issues or any issues likely to affect participation or Service Recipient perception of services, CONTRACTOR will discuss CONTRACTOR'S proposed response with the City Representative.

14.18.1 Copies of draft news releases or proposed trade journal articles shall be submitted to CITY for prior review and approval at least five (5) Work Days in advance of release, except where CONTRACTOR is required by any law or regulation to submit materials to any regulatory agency in a shorter period of time, in which case CONTRACTOR shall submit such materials to CITY simultaneously with CONTRACTOR'S submittal to such regulatory agency.

14.18.2 Copies of articles resulting from media interviews or news releases shall be provided to the CITY within five (5) Work Days after publication.

ARTICLE 15. Emergency Service Provisions

15.01 Emergency Services. In the event of a tornado, major storm, earthquake, fire, natural disaster, or other such event, the City Representative may grant the CONTRACTOR a variance from regular routes and schedules. As soon as practicable after such event, the CONTRACTOR shall advise the City Representative when it is anticipated that normal routes and schedules can be resumed. The City Representative shall make an effort through the local news media to inform the public when regular services may be resumed. The clean-up from some events may require that the CONTRACTOR hire additional equipment, employ additional personnel, or work existing personnel on overtime hours to clean debris resulting from the event. The CONTRACTOR shall receive additional compensation, above the normal compensation contained in this Agreement, to cover the costs of rental equipment, additional personnel, overtime hours and other documented expenses based on the rates set forth in **Exhibit 1** to this Agreement provided the CONTRACTOR has first secured written authorization and approval from the CITY through the City Representative.

ARTICLE 16. Record Keeping & Reporting Requirements

16.01 Record Keeping.

16.01.1 Accounting Records. CONTRACTOR shall maintain full, complete and separate financial, statistical and accounting records, pertaining to cash, billing, and provisions of all Collection Services provided under this Agreement, prepared on an accrual basis in accordance with generally accepted accounting principles. Such records shall be subject to audit and inspection. Gross Receipts derived from provision of the Collection Services shall be recorded as revenues in the accounts of the CONTRACTOR. These records shall be separate and segregated from other records maintained by CONTRACTOR for the provision of other services outside the scope of this Agreement as may be provided by CONTRACTOR. CONTRACTOR shall maintain and preserve all cash, billing and disposal records for a period of not less than five (5) years following the close of each of the CONTRACTOR'S fiscal years.

16.01.2 Contractor Payments to the City. CONTRACTOR shall maintain records of all payments made to the CITY for all items listed in Article 10.03.

Collection Service Agreement**December 9 , 2013**

16.01.3 Tonnage Records. CONTRACTOR shall maintain records of the quantities of (i) Refuse, Recyclable Material, and Green Waste and Food Waste collected, processed, composted, and disposed under the terms of this Agreement, and (ii) Recyclable Materials and Green Waste and Food Waste, by material type, purchased, sold, donated or given for no compensation, and residue disposed.

16.01.4 Records. CONTRACTOR shall maintain all other records reasonably related to provision of Collection Services, whether or not specified in this Article 16 or elsewhere in the Agreement.

16.02 Reporting Requirements. Monthly Reports shall be delivered to the City Representative no later than fifteen (15) calendar days after the end of the prior month. Quarterly reports shall be submitted to the City Representative no later than fifteen (15) calendar days after the end of the reporting quarter and annual reports shall be submitted to the City Representative no later than thirty (30) days after the end of each preceding calendar year. Monthly, quarterly and annual reports shall be submitted in hard copy, and shall be provided electronically via e-mail, or a compact disc using software acceptable to the CITY. Reports shall be submitted in a format mutually agreed upon between the CITY and CONTRACTOR.

16.02.1 Monthly Reports.

16.02.1.1 CONTRACTOR Payments to the City. CONTRACTOR shall report all payments made to the CITY as specified in Article 10.03, and CONTRACTOR'S Gross Revenues received delineated by SFD, MFD, Commercial, and City Collection Service.

16.02.1.2 Collection Service Census Data. CONTRACTOR shall deliver to CITY, Collection Service census data for all Service Units and shall be segregated by type of service and as appropriate, container size, number of containers and frequency of Collection.

16.02.1.3 Tonnage Data. CONTRACTOR shall deliver to CITY a listing of the actual tonnage collected, disposed, recycled, composted, and residue for the preceding month sorted between SFD, MFD Commercial and CITY Service Units, and between Debris Box Containers and all other containers to the extent practical.

16.02.2 Quarterly Reports. Quarterly reports to the CITY shall include:

16.02.2.1 Refuse Data. The number of SFD, MFD, CITY and Commercial Service Units and the number of Refuse Bins, Carts, Debris Boxes and Compactors by size and Service Unit type. A listing of the tonnage from all Collection Services, including Bulky Waste Collection Service, collected, diverted and disposed by the CONTRACTOR at the Disposal Facility for the preceding quarter sorted between SFD, MFD, Commercial and City Service Units. All tonnage data should be compared to the corresponding tonnage data from the prior year comparable period.

16.02.2.2 Recycling Data. The number of gross tons collected by material type for SFD, MFD, City and Commercial Recycling Collection Service, including Recyclable Materials collected as part of Bulky Waste Collection Service, for the preceding quarter. Indicate, by material type (and grade where appropriate), quarterly total of Recyclable Materials processed and sold including facility name and location, average price received per Ton and total Recycling Revenue received for the quarter. Indicate any quantities, by material type, donated or otherwise disbursed without compensation. Indicate quarterly totals and location for residue disposed. All tonnage data should be compared to the corresponding tonnage data from the prior year comparable period.

Collection Service Agreement**December 9 , 2013**

16.02.2.3 Green Waste Data. The number of gross tons collected for SFD, MFD, City and Commercial Green Waste Collection Service, including Green Waste collected as part of Bulky Collection Service, for the preceding quarter. Indicate the number of Green Waste Bins, Carts, Debris Boxes, and Compactors distributed by size and Service Unit type. Indicate quarterly totals and location for residue disposed. All tonnage data should be compared to the corresponding tonnage data from the prior year comparable period.

16.02.2.4 Food Waste Data. The number of gross tons collected for MFD, City and Commercial Food Waste Collection Service, for the preceding quarter. Indicate the number of Food Waste Carts, and Compactors distributed by size and Service Unit type. Indicate quarterly totals and location for residue disposed. All tonnage data should be compared to the corresponding tonnage data from the prior year comparable period.

16.02.2.5 Public Education and Information Activities. CONTRACTOR shall report on all public education and information activities undertaken during the period, including distribution of bill inserts, collection notification tags, community information and events, school visits, tours and other activities related to the provision of Collection Services. This report shall discuss the impact of these activities on Recycling and Organic Waste program participation and provide details of events and activities planned for the next period.

16.02.2.6 Processing and Marketing Data. Recycling, Green Waste and Food Waste processing and marketing issues or conditions occurring during the previous quarter (such as participation, setouts, contamination, etc.) and possible solutions, discussed separately for SFD, MFD, Commercial and CITY programs.

16.02.2.7 Customer Service Data. A summary narrative of praises, complements, and problems encountered with Collection and processing activities and actions taken. Indicate type and number of Non-collection Notices left at Service Recipient locations. Indicate instances of property damage or injury, significant changes in operation, market factors, and publicity conducted and need for publicity. A copy of the customer service log, including a summary of the type and number of complaints and their resolution. Copies of a written record of all calls related to missed pickups and responses to such calls.

16.02.2.8 Operational Problems and Actions Taken. Indicate instances of property damage or injury, poaching or scavenging, significant changes in operation, market factors, and publicity conducted and need for publicity. Include description of Organic Waste or Recyclable Materials loads rejected, reason for rejection and disposition of load after rejection.

16.02.2.9 Customer Base Data. CONTRACTOR shall provide, Customer base data consisting of the number of SFD, MFD, and Commercial Service Units billed, and City Collection Services sorted by service type, container size, number of containers, and frequency of Collection.

16.02.2.10 Summary of Historical and Proposed Activities. CONTRACTOR shall provide a narrative of activities undertaken during the month and those planned or proposed for the upcoming quarter.

16.02.2.11 Summary of Contractor Payments to the City. A summary of all payments made to the CITY as specified in Article 10.03, for the reporting period.

16.02.3 Annual Reports. The annual report submitted to the CITY shall include all quarterly reports in Articles 16.02.2.1 through 16.02.2.11 summarized by quarter and

Collection Service Agreement**December 9 , 2013**

averaged for the calendar year. For all annual reports beginning with the report for the second Agreement Year, the CONTRACTOR shall also include a historical comparison of the last calendar year and the average of all calendar years.

16.02.3.1 Gross Revenues and Franchise Fees. A summary of the prior year's Gross Revenues received and franchisee fees paid broken down by SFD, MFD and Commercial Service Units.

16.02.3.2 Account Data. Account data for SFD, MFD, Commercial Service Units and City Service Units including the total number of accounts serviced, and the number of accounts, account names and addresses of Collection locations per each service category.

16.02.3.3 Equipment Inventory. Updated complete inventory of collection and major processing equipment including stationary, rolling stock and collection containers by type and size.

16.02.3.4 Public Education and Information Activities. Public education and information activities undertaken during the year, including distribution of newsletters, billing inserts, other notices, collection notification tags, community information and events, tours and other activities related to the provisions of services.

16.02.3.5 Summary of Historical and Proposed Activities. CONTRACTOR shall provide a narrative of activities undertaken during the year and those planned or proposed for the upcoming year. CONTRACTOR shall provide information describing if the activity was undertaken in the previous Agreement Year or not and if not why it was added. For those activities that are not being continued, CONTRACTOR shall describe the reason the activity has been discontinued and the activity that is replacing it.

16.03 Additional Reporting. The CONTRACTOR shall furnish the CITY with any additional reports as may reasonably be required, such reports to be prepared within a reasonable time following the reporting period.

ARTICLE 17. Nondiscrimination

17.01 Nondiscrimination. In the performance of all work and services under this Agreement, CONTRACTOR shall not discriminate against any person on the basis of such person's race, sex, color, national origin, religion, marital status, age, disability or sexual orientation. CONTRACTOR shall comply with all applicable local, state and federal laws and regulations regarding nondiscrimination, including those prohibiting discrimination in employment.

ARTICLE 18. Service Inquiries and Complaints

18.01 CONTRACTOR'S Customer Service. CONTRACTOR shall at all times provide office staff and office hours, including personnel to answer phones and phone answering capabilities when CONTRACTOR'S office is closed, as specified in Article 13 of this Agreement. All service inquiries and complaints shall be directed to the CONTRACTOR. A representative of the CONTRACTOR shall be available to receive the complaints during normal business hours. All service complaints will be handled by the CONTRACTOR in a prompt, courteous, and efficient manner. In the case of a dispute between the CONTRACTOR and a Service Recipient, the matter will be reviewed and a decision made by the City Representative.

Collection Service Agreement**December 9 , 2013**

18.01.1 The CONTRACTOR will utilize a customer service log to maintain a record of all inquiries and complaints in a manner prescribed by the CITY.

18.01.2 For those complaints related to missed Collections that are received by 12:00 noon on a Work Day, the CONTRACTOR will return to the Service Unit address and collect the missed Carts or Bins before leaving the Service Area for the day. For those complaints related to missed Collections that are received after 12:00 noon on a Work Day, the CONTRACTOR shall have until the end of the following Work Day to resolve the complaint. For those complaints related to repair or replacement of Carts or Bins, the appropriate Articles of this Agreement shall apply.

18.01.3 CONTRACTOR agrees that it is in the best interest of the CITY that all Refuse, Recyclable Materials, and Organic Waste be collected on the scheduled Collection day. Accordingly, missed Collections will normally be collected as set forth herein regardless of the reason that the Collection was missed. However, in the event a Service Recipient reports missed Collection Service more than two (2) times in any consecutive two (2) month period the City Representative will work with the CONTRACTOR to determine an appropriate resolution to that situation. In the event the CONTRACTOR believes any complaint to be without merit, CONTRACTOR shall notify the City Representative, either by Fax or e-mail. The City Representative will investigate all disputed complaints and render a decision.

ARTICLE 19. Quality of Performance of Contractor

19.01 Intent. CONTRACTOR acknowledges and agrees that one of CITY'S primary goals in entering into this Agreement is to ensure that the Collection Services are of the highest caliber, that Service Recipient satisfaction remains at the highest level, that maximum diversion levels are achieved, and that materials collected are put to the highest and best use to the extent feasible.

19.02 Service Supervisor. CONTRACTOR has designated a supervisor to be in charge of the Collection Service within the Service Area. At least thirty (30) calendar days prior to replacing the designated supervisor CONTRACTOR shall notify CITY in writing of the name and qualifications of the new service supervisor to the extent possible. CONTRACTOR shall ensure that such replacement is an individual with like qualifications and experience. The supervisor shall be available to the City Representative through the use of a mobile telephone at all times that CONTRACTOR is providing Collection Services. In the event the supervisor is unavailable due to illness or vacation, CONTRACTOR shall designate an acceptable substitute who shall be available and who has the authority to act in the same capacity as the supervisor. The service supervisor shall provide the CITY with an emergency phone number where the supervisor can be reached outside of normal business hours.

19.03 Liquidated Damages. The parties further acknowledge that consistent and reliable Collection Service is of utmost importance to CITY and that CITY has considered and relied on CONTRACTOR'S representations as to its quality of service commitment in awarding the Agreement to it. The parties further recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance. The parties further recognize that if CONTRACTOR fails to achieve the performance standards, or fails to submit required documents in a timely manner, CITY, and CITY'S residents and businesses will suffer damages and that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages. Therefore, without prejudice to CITY'S right to treat such non-performance as an event of default under Article 24, the parties agree that the liquidated damages amount defined in this Article represent

Collection Service Agreement**December 9 , 2013**

reasonable estimates of the amount of such damages considering all of the circumstances existing on the effective date of this Agreement, including the relationship of the sums to the range of harm to CITY, Customers and the community as a whole that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical. In placing their initials at the places provided, each party specifically confirms the accuracy of the statements made above and the fact that each party has had ample opportunity to consult with legal counsel and obtain an explanation of the liquidated damage provisions at the time that the Agreement was made.

CITY Initial Here _____

CONTRACTOR Initial Here _____

CONTRACTOR agrees to pay (as liquidated damages and not as penalty) the following amounts:

LIQUIDATED DAMAGES		
Item		Amount
a.	Failure or neglect to respond to each complaint by the close of the next working day.	\$100 per incident per Service Recipient.
b.	Failure to maintain equipment in a clean, and sanitary manner not cured within 24 hours of notice from the CITY.	\$100 per incident per day.
c.	Failure to have a vehicle operator properly licensed.	\$100 per incident per day.
d.	Failure to maintain office hours as required by this Agreement.	\$100 per incident per day.
e.	Failure to maintain or timely submit to CITY all documents and reports required under the provisions of this Agreement.	\$100 per incident per day.
f.	Failure to display CONTRACTOR'S name and customer service phone number on collection vehicles.	\$100 per incident per day.
g.	Failure to collect a missed Collection by close of the next Work Day upon notice to CONTRACTOR.	\$100 per incident per day.
h.	Failure to repair or replace damaged Carts or Bins within the time required by this Agreement.	\$100 per incident per day.
i.	Failure to deliver or exchange Carts or Bins within the time required by this Agreement.	\$100 per incident per day.
j.	Failure to meet vehicle noise requirements.	\$100 per incident per day.
k.	Failure to maintain Collection hours as required by this Agreement.	\$250 per incident per day.

Collection Service Agreement**December 9 , 2013**

LIQUIDATED DAMAGES		
Item		Amount
l.	Failure to offer and provide adequate processing capacity of Recyclable Materials and Organic Waste for MFD and Commercial Service Units.	\$250 per incident per day.
m.	Failure to have CONTRACTOR personnel in proper uniform.	\$250 per incident per day.
n.	Failure to repair damage to Customer property caused by CONTRACTOR or its personnel within 30 days of agreed on repair.	\$500 per incident per location.
o.	Failure to repair damage to CITY property caused by CONTRACTOR or its personnel within 30 days of agreed repair.	\$500 per incident.
p.	Failure to repair damage to City Streets directly caused by CONTRACTOR beyond normal operating wear and tear within 30 days of agreed repair.	\$500 per incident and the actual cost of repair to CITY'S satisfaction — no cost to CITY.
q.	Failure to clean up spillage or litter caused by CONTRACTOR within 24 hours.	\$500 per incident per location.
r.	Failure to properly cover materials in collection vehicles.	\$500 per incident.
s.	Changing residential Collection days without proper notification to the City Representative.	\$500 per incident per day.
t.	Commingling Refuse with Recyclable Materials.	\$500 per incident.
u.	Failure to provide adequate primary and alternate capacity to accept and process Recyclable Materials or Organic Waste.	\$500 per day.
v.	Disposal of Recyclable Materials or Organic Waste in the Disposal Facility without first obtaining the required permission of the CITY.	\$500 per load.
w.	Failure to deliver any Collected materials to the CITY approved Disposal Facility, Materials Recovery Facility, or Organic Waste Processing Facility, as appropriate, except as otherwise expressly provided in this Agreement.	\$5,000 each failure.
x.	Delivery to the Disposal Facility of any Refuse collected outside of the City boundaries of San Fernando commingled with that collected as part of this Agreement.	\$5,000 each delivery.

Collection Service Agreement**December 9 , 2013**

LIQUIDATED DAMAGES		
Item		Amount
y.	Commingling of Refuse materials collected inside and outside the City of San Fernando.	\$1,000 per incident.
z.	Failure to meet minimum annual Diversion Guarantee	The current disposal cost/ton for each ton under the diversion guarantee.
aa.	Failure to meet minimum annual Diversion Guarantee for two consecutive years.	May result in the denial of an extension to this Agreement.
bb.	Failure to provide Sharps in the manner set out in this Contract.	\$150 per incident per day

19.04 Procedure for Review of Liquidated Damages. The City Representative may assess liquidated damages pursuant to this Article on a monthly basis. At the end of each month during the term of this Agreement, the City Representative may issue a written notice to CONTRACTOR ("Notice of Assessment") of the liquidated damages assessed and the basis for each assessment.

19.04.1 The assessment shall become final unless, within thirty (30) calendar days of the date of the notice of assessment, CONTRACTOR provides a written request for a meeting with the City Representative to present evidence that the assessment should not be made.

19.04.2 The City Representative shall schedule a meeting between CONTRACTOR and the City Manager or the City Manager's designee as soon as reasonably possible after timely receipt of CONTRACTOR'S request.

19.04.3 The City Manager or the City Manager's designee shall review CONTRACTOR'S evidence and render a decision sustaining or reversing the liquidated damages as soon as reasonably possible after the meeting. Written notice of the decision shall be provided to CONTRACTOR.

19.04.4 In the event CONTRACTOR does not submit a written request for a meeting within thirty (30) calendar days of the date of the Notice of Assessment, the City Representative's determination shall be final and CONTRACTOR shall submit payment to CITY no later than fifteen (15) calendar days following final determination. Or at the sole option of CITY, if monies are owed to CONTRACTOR, CITY may deduct the liquidated damages from amounts otherwise due to CONTRACTOR.

19.04.5 CITY'S assessment or collection of liquidated damages shall not prevent CITY from exercising any other right or remedy, including the right to terminate this Agreement, for CONTRACTOR'S failure to perform the work and services in the manner set forth in this Agreement.

19.05 Lockouts. Because it is the intent of this Agreement that CONTRACTOR shall consistently provide the highest level of services to the residents of San Fernando,

Collection Service Agreement**December 9 , 2013**

CONTRACTOR shall never institute a lockout of any or all of its employees unless CONTRACTOR has previously provided an alternate plan of continuing the highest level of services during the entire possible period of such a lockout with ample fully trained substitutes for all such locked out employees, and CITY has approved such alternate plan in writing prior to such lockout being instituted by CONTRACTOR. In addition, CONTRACTOR shall fully defend, indemnify and hold harmless CITY against anything whatsoever related to any such lockout as provided in Article 23 hereof, including but not limited to any claims, proceedings, or suits against CITY relating to any such lockout. Compliance with this Article shall in no way prevent the imposition of liquidated damages pursuant to Articles 19.03 and 19.04 hereof if CONTRACTOR fails to meet the standards or violates any provision as set forth in Article 19.03 a. through z. and aa. hereof.

ARTICLE 20. Billing Audit and Performance Reviews

20.01 Billing Audit and Performance Review

20.01.1 Selection and Cost. In addition to the Performance Review as described in Article 2.01.1, The CITY may conduct two (2) Billing Audit and Performance Reviews ("review") of the CONTRACTOR'S performance during the initial term of this Agreement. The review will be performed by a qualified firm under contract to the CITY. The CITY shall have the final responsibility for the selection of the firm but shall seek and accept comments and recommendations from the CONTRACTOR. The CONTRACTOR shall be responsible for the cost of the review up to a maximum of **Seventy-Five Thousand Dollars (\$75,000.00)** for each review.

20.01.2 Purpose. The review shall be designed to meet the following objectives:

20.01.2.1 Verify that Customer billing rates have been properly calculated and they correspond to the level of service received by the Customer.

20.01.2.2 Verify that franchise fees, and other fees required under this Agreement have been properly calculated and paid to the CITY.

20.01.2.3 Verify CONTRACTOR'S compliance with the reporting requirements and performance standards of the Collection Service Agreement.

20.01.2.4 Verify the diversion percentages reported by the CONTRACTOR.

20.01.3 CONTRACTOR'S Cooperation. CONTRACTOR shall cooperate fully with the review and provide all requested data, including operational data, financial data and other data requested by the CITY within thirty (30) Work Days. Failure of the CONTRACTOR to cooperate or provide the requested documents in the required time shall be considered an event of default.

20.01.4 Additional Billing Audit and Performance Review. In the event that a review concludes that CONTRACTOR is not in compliance with all terms and conditions of this Agreement and such non-compliance is material, the CITY may conduct an additional Billing Audit and Performance Review (in addition to the two (2) reviews already allowed and in addition to the Performance Review described in Article 2.01.1) to ensure that CONTRACTOR has cured any such area of non-compliance. CONTRACTOR shall be responsible for the cost of any such Additional Billing Audit and Performance Review.

Collection Service Agreement**December 9 , 2013**

20.02 City Requested Program Review. The CITY reserves the right to require the CONTRACTOR to periodically conduct reviews of the SFD and MFD and Commercial Refuse, Recyclable Materials, and Organic Waste Collection programs to assess one or more of the following performance indicators: average volume of Recyclable Materials per setout per Customer, average volume of Green Waste and/or Food Waste per setout per Customer, participation level, contamination levels, etc. Prior to the program evaluation review, CITY and CONTRACTOR shall meet and discuss the purpose of the review and agree on the method, scope, and date to be provided by the CONTRACTOR.

20.03 Cooperation with Other Program Reviews. If the CITY wants to collect program data, perform field work, conduct route audits to investigate Customer participation levels and setout volumes and/or evaluate and monitor program results related to Refuse, Recyclable Materials and Organic Waste collected in the CITY by the CONTRACTOR, the CONTRACTOR shall cooperate with the CITY or its agent(s). CONTRACTOR shall also cooperate with any waste generation studies conducted by the CITY or its agent(s).

ARTICLE 21. Performance Bond

21.01 Performance Bond. A performance bond must be furnished by the CONTRACTOR within fifteen (15) calendar days of notification to the CONTRACTOR that the Agreement has been executed. The CONTRACTOR shall furnish to the CITY, and keep current, a performance bond in a form with language that is acceptable to the CITY, for the faithful performance of this Agreement and all obligations arising hereunder in an amount of **Five Hundred Thousand Dollars (\$500,000.00)**.

21.02 Renewal. Beginning April 1, 2015, and each April 1st thereafter, CONTRACTOR shall have the performance bond renewed annually and be executed by a surety company that is acceptable to the CITY; an admitted surety company licensed to do business in the State of California; has an "A:VII" or better rating by A. M. Best or Standard and Poors; and is included on the list of surety companies approved by the Treasurer of the United States.

21.03 Letter of Credit. As an alternative to the performance bond required by Article 21.01, at CITY'S option, CONTRACTOR may deposit with CITY an irrevocable letter of credit in an amount as set forth in Article 21.01. If allowed, the letter of credit must be issued by an FDIC insured banking institution chartered to business in the state of California, in the CITY'S name, and be callable at the discretion of the CITY. Nothing in this Article shall, in any way, obligate the CITY to accept a letter of credit in lieu of the performance bond.

ARTICLE 22. Insurance

22.01 Insurance Policies. CONTRACTOR shall secure and maintain throughout the term of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with CONTRACTOR'S performance of work or services under this Agreement. CONTRACTOR'S performance of work or services shall include performance by CONTRACTOR'S employees, agents, representatives and subcontractors.

22.02 Minimum Scope of Insurance. Insurance coverage shall be at least this broad:

22.02.1.1 Commercial General Liability: Insurance Services Office (ISO) Occurrence Form CG 0001 or, if approved by CITY, Claims Made Form No. CG0 0002. Automobile Liability: Insurance Services Office Form No. CA 0001, code 1 "any auto".

Collection Service Agreement

December 9 , 2013

22.02.2 Workers' Compensation Insurance as required by the State of California and Employers Liability Insurance.

22.02.3 Hazardous Waste and Environmental Impairment Liability Insurance.

22.02.4 Employee Blanket Fidelity Bond.

22.03 Minimum Limits of Insurance. CONTRACTOR shall maintain insurance limits no less than:

22.03.1 Commercial General Liability: **Five Million Dollars (\$5,000,000.00)** combined single limit per occurrence **Ten Million Dollars (\$10,000,000.00)** annual aggregate; including products and completed operations coverage.

22.03.2 Automobile Liability: **Three Million Dollars (\$3,000,000.00)** combined single limit per accident for bodily injury and property damage.

22.03.3 Workers' Compensation and Employers Liability: Workers' Compensation insurance as required by the State of California, with statutory limits, and Employers Liability insurance with limits of **One Million Dollars (\$1,000,000.00)** per accident.

22.03.4 Hazardous Waste and Environmental Impairment Liability: **Three Million Dollars (\$3,000,000.00) each occurrence/Ten Million Dollars (\$10,000,000.00)** policy aggregate covering liability arising from the release of waste materials and/or irritants, contaminants or pollutants. Such coverage shall, if commercially available without involvement of CITY, automatically broaden in its form of coverage to include legislated changes in the definition of waste material and/or irritants, contaminants or pollutants.

22.04 Deductibles and Self-Insured Retention. Any deductibles or self-insured retention must be declared to, and approved by, CITY. CITY shall not withhold approval of any Deductible or Self-Insured Retention amounts where CONTRACTOR can demonstrate a successful history of managing such Deductibles or Self-Insured Retention amounts.

22.05 Endorsements. The liability policies are to contain, or be endorsed to contain, the following provisions:

22.05.1 The CITY, its officers, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of CONTRACTOR; products and completed operations of CONTRACTOR; liability arising out of work or operations performed by or on behalf of the CONTRACTOR, including material parts or equipment furnished in connection with such work or operations; and with respect to Hazardous Waste, Pollution and/or Environmental Impairment Liability.

22.05.2 CONTRACTOR'S insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.

22.05.3 The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

22.05.4 The Automobile Liability policy shall be endorsed to delete the Pollution and/or the Asbestos exclusion, or documentation that the CONTRACTOR carries

Collection Service Agreement**December 9 , 2013**

environmental pollution liability coverage for solid waste transported by the CONTRACTOR. The Automobile Liability policy shall also be endorsed to add the Motor Carrier act endorsement (MCS-90) TL 1005, TL 1007 and /or other endorsements required by federal or state authorities.

22.06 Waiver of Subrogation CONTRACTOR hereby agrees to waive subrogation which any insurer of CONTRACTOR may acquire from CONTRACTOR by virtue of the payment of any loss. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONTRACTOR, its employees, agents and subcontractors.

22.07 Cancellation. Each insurance policy required by this clause shall be occurrence-based or an alternate form as approved by the CITY and endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.

Any failure to comply with reporting provisions of the policies shall not affect CONTRACTOR'S obligations to CITY, its officers, officials, employees, agents or volunteers.

22.08 Claims Made Coverage. If General Liability or Hazardous Waste and Environmental Impairment Liability coverage is written on a claims-made from:

1. The "Retro Date" must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the CITY for review.

22.09 Acceptability of Insurers. Insurance is to be placed with insurers admitted to transact business in California with a current A.M. Best's rating of no less than A:VII. If pollution and/or Environmental Impairment and/or errors and omission coverage are not available from an admitted insurer, the coverage may be written with the CITY's permission, by a non-admitted insurance company. A Non-admitted company should have an A.M. Best's rating of A:X or higher

22.10 Verification of Coverage. CONTRACTOR shall furnish the CITY with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the CITY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

22.11 Subcontractors. CONTRACTOR shall include all subcontractors as insureds under its policies or require and verify that all subcontractors maintain insurance meeting all the requirements of this contract.

Collection Service Agreement

December 9 , 2013

22.11.1 Proof of insurance shall be mailed to the following address or any subsequent address as may be directed in writing by the CITY.

**City Representative or His/Her Designee
San Fernando City Hall
117 Macneil Street
San Fernando, CA 91340**

22.12 Modification of Insurance Requirements. The insurance requirements provided in this Agreement may be modified or waived by the CITY, in writing, upon the request of CONTRACTOR if the CITY determines such modification or waiver is in the best interest of CITY considering all relevant factors, including exposure to CITY.

ARTICLE 23. Indemnification

23.01 Indemnification of the CITY. CONTRACTOR shall defend, with counsel acceptable to the CITY, indemnify and hold harmless, to the fullest extent allowed by law, CITY, its officers, officials, employees, volunteers agents and assignees (indemnities), from and against any and all loss, liability, penalties, forfeitures, claims, demands, actions, proceedings or suits, in law or in equity, of every kind and description, (including, but not limited to, injury to and death of any person and damage to property, or for contribution or indemnity claimed by third parties) arising or resulting from or in any way connected with: (i) the operation of the CONTRACTOR, its agents, employees, contractors, and/or subcontractors, in exercising the privileges granted to it by this Agreement; (ii) the failure of the CONTRACTOR, its agents, employees, contractors, and/or subcontractors to comply in all respects with the provisions and requirements of this Agreement, applicable laws, ordinances and regulations, and/or applicable permits and licenses; and (iii) the acts of CONTRACTOR, its agents, employees, contractors, and/or subcontractors in performing services under this Agreement for which strict liability is imposed by law. The foregoing indemnity shall apply regardless of whether such loss, liability, penalty, forfeiture, claim, action, suit injury, death or damage is also caused in part by any of the indemnitees' negligence.

23.02 The CONTRACTOR's obligation to defend, hold harmless, and indemnify shall not be excused because of the CONTRACTOR's inability to evaluate liability or because the CONTRACTOR evaluates liability and determines that the CONTRACTOR is not liable to the claimant. The CONTRACTOR must respond within thirty (30) days to the tender of a claim for defense and indemnity by the CITY, unless this time has been extended by the CITY. If the CONTRACTOR fails to accept or reject a tender of defense and indemnity within thirty (30) days, in addition to any other remedy authorized by law, so much of the money due the CONTRACTOR by virtue of this Agreement as shall reasonably be considered necessary by the CITY, may be retained by the CITY until final disposition has been made or the claim or suit for damages, or until the CONTRACTOR accepts or rejects the tender of defense, whichever occurs first.

With respect to third party claims against the CONTRACTOR, the CONTRACTOR waives any and all rights of any type to express or implied indemnity against the Indemnities.

23.03 Hazardous Substances Indemnification. The CONTRACTOR shall indemnify, defend with counsel acceptable to the CITY, protect and hold harmless the CITY, its officers, officials, employees, agents, assigns and any successor or successors to the CITY's interest from and against all claims, damages (including but not limited to special, consequential, natural resources and punitive damages) injuries, hazardous materials response mediation and

Collection Service Agreement**December 9 , 2013**

removal costs, losses, demands, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties, attorney's fees for the adverse party and expenses (including but not limited to attorney's and expert witness fees and costs incurred in connection with defending against any of the foregoing or enforcing this indemnity) of any kind whatsoever paid, incurred or suffered by, or asserted against CITY or its officers, officials, employees, agents, assigns, or contractors arising from or attributable to acts or omissions of CONTRACTOR, or its agents, including but not limited to any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous substance or Hazardous Wastes at any place where CONTRACTOR transports, stores, or disposes of Refuse pursuant to this Agreement. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA, 42 U.S.C. Section 9607(c) and California Health and Safety Code Section 25364, to defend insure, protect, hold harmless and indemnify the CITY from liability.

23.04 CalRecycle Diversion Goals. CONTRACTOR agrees to protect, indemnify, hold harmless, and defend CITY with counsel selected by CONTRACTOR and approved by CITY, to pay all attorneys' fees, and to indemnify and hold CITY harmless from and against all fines or penalties imposed by the California Department of Resources Recycling and Recovery ("CalRecycle") if the diversion goals specified in California Public Resources Code Section 41780 as of the date hereof and hereafter throughout are not met by the CITY with respect to the materials Collected by CONTRACTOR and if the lack in meeting such goals are attributable to the failure of the CONTRACTOR to implement and operate the recycling or diversion programs or undertake the related activities required by this Agreement.

23.05 Maximum Service Rates. CONTRACTOR shall defend, with counsel acceptable to CITY hold harmless, and indemnify CITY, its officers, officials, employees, volunteers, agents and assignees from and against any loss, liability, penalties, forfeiture, claims, damages, demands, actions, proceedings or suits, in law or equity, of every kind and description, arising from the CITY's setting of Maximum Service Rates for Collection Services under this Agreement and/or in connection with the application of Article XIII C and Article XIII D of the California Constitution to the imposition, payment, or collection of Maximum Service Rates and fees for services provided by CONTRACTOR under and/or in connection with this Agreement, provided, however, that such obligation to defend, hold harmless and indemnify shall not apply to the imposition or payment of Solid Waste Fund Administrative Fees, Franchise Fees, or any other amounts payable to CITY under this Agreement.

23.06 Separate Counsel. CITY may elect to have separate legal counsel from CONTRACTOR at any time at its sole discretion, and in such case CONTRACTOR will pay one-half (1/2) of all fees and costs and charges for such separate legal counsel.

23.07 Consideration. It is specifically understood and agreed that the consideration inuring to the CONTRACTOR for the execution of this Agreement consists of the promises, payments, covenants, rights and responsibilities contained in this Agreement.

23.08 Obligation. The execution of this Agreement by the CONTRACTOR shall obligate the CONTRACTOR to comply with the foregoing indemnification provisions; however, the collateral obligation of providing insurance must also be fully complied with as set forth in Article 22 above.

23.09 Subcontractors. The CONTRACTOR shall require all subcontractors to enter into an Agreement containing the provisions set forth Articles 23.01, 23.02, 23.03, 23.04, 23.05,

Collection Service Agreement**December 9 , 2013**

23.06, 23.07, and Article 22 in its entirety and in the preceding subsection in which Agreement the subcontractor fully indemnifies the CITY in accordance with this Agreement.

23.10 Exception. Notwithstanding Articles 23.01, 23.02 and 23.03, CONTRACTOR'S obligation to indemnify, hold harmless and defend CITY, its officers and employees shall not extend to any loss, liability, penalty, plain, damage, action or suit arising or resulting solely from acts or omissions constituting willful misconduct or sole negligence on the part of the CITY its officers or employees.

23.11 Damage by CONTRACTOR. If CONTRACTOR'S employees or subcontractors cause any injury, damage or loss to CITY property, including but not limited to CITY streets or curbs, CONTRACTOR shall reimburse CITY for CITY'S cost of repairing such injury, damage or loss. Such reimbursement is not in derogation of any right of CITY to be indemnified by CONTRACTOR for any such injury, damage or loss. With the prior written approval of CITY, CONTRACTOR may repair the damage at CONTRACTOR'S sole cost and expense.

ARTICLE 24. Default of Agreement

24.01 Termination. The CITY may cancel this Agreement, except as otherwise provided below in this Article, by giving the CONTRACTOR thirty (30) calendar days advance written notice, to be served as provided in Article 41, upon the happening of any one of the following events:

24.01.1 The CONTRACTOR shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy (court) or a petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any other law or statute of the United States or any state thereof, or consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or

24.01.1.1 By order or decree of a Court, the CONTRACTOR shall be adjudged bankrupt or an order shall be made approving a petition filed by any of its creditors or by any of the stockholders of the CONTRACTOR, seeking its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any law or statute of the United States or of any state thereof, provided that if any such judgment or order is stayed or vacated within sixty (60) calendar days after the entry thereof, any notice of default shall be and become null, void and of no effect; unless such stayed judgment or order is reinstated in which case, said default shall be deemed immediate; or

24.01.2 By, or pursuant to, or under the authority of any legislative act, resolution or rule or any order or decree of any Court or governmental board, agency or officer having jurisdiction, a receiver, trustee or liquidator shall take possession or control of all or substantially all of the property of the CONTRACTOR, and such possession or control shall continue in effect for a period of sixty (60) calendar days; or

24.01.3 The CONTRACTOR has defaulted, by failing or refusing to pay in a timely manner the liquidated damages or other monies due the CITY and said default is not cured within thirty (30) calendar days of receipt of written notice by CITY to do so; or

24.01.4 The CONTRACTOR has defaulted by allowing any final judgment for the payment of money to stand against it unsatisfied and said default is not cured within thirty (30) calendar days of receipt of written notice by CITY to do so; or

Collection Service Agreement**December 9 , 2013**

24.01.5 In the event that the monies due the CITY under Article 24.01.3 above or an unsatisfied final judgment under Article 24.01.4 above is the subject of a judicial proceeding, the CITY may, at its option call the Performance Bond, or hold the CONTRACTOR in default of this Agreement. All bonds shall be in the form acceptable to the City Attorney; or

24.01.6 The CONTRACTOR has defaulted, by failing or refusing to perform or observe the terms, conditions or covenants in this Agreement, including satisfactory conformance with the requirements of Article 20, the service levels prescribed herein, or any of the rules and regulations promulgated by the CITY pursuant thereto or has wrongfully failed or refused to comply with the instructions of the City Representative relative thereto; provided that said default is not cured within thirty (30) calendar days of receipt of written notice by the CITY to do so, or if by reason of the nature of such default, the same cannot be remedied within thirty (30) calendar days following receipt by the CONTRACTOR of written demand from the CITY to do so, the CONTRACTOR fails to commence the remedy of such default within said thirty (30) calendar days following such written notice or having so commenced shall fail thereafter to continue with diligence the curing thereof. In any dispute concerning failure to remedy or diligence in pursuing a cure, the CONTRACTOR shall have the burden of proof to demonstrate (a) that the default cannot be cured within thirty (30) calendar days, and (b) that it is proceeding with diligence to cure said default, and such default will be cured within a reasonable period of time. However, notwithstanding anything contained herein to the contrary, for the failure of the CONTRACTOR to provide Collection Services for a period of three (3) consecutive Work Days, on the fourth (4th) Work Day the CITY may secure the CONTRACTOR'S equipment, records and other property used or useful in providing Collection Services under this Agreement in order to provide interim Collection Services until such time as the matter is resolved and the CONTRACTOR is again able to perform pursuant to this Agreement; provided, however, if the CONTRACTOR is unable for any reason or cause to resume performance at the end of thirty (30) calendar days all liability of the CITY under this Agreement to the CONTRACTOR shall cease and this Agreement may be deemed terminated by the CITY, and the CITY shall retain equipment, records and other property used in providing Collection Services on an interim basis until the CITY has made other suitable arrangements for the provision of Collection Services, which may include award of the Agreement to another contractor. Notwithstanding any other provision in this Agreement to the contrary, CITY's right to take interim possession of, or make use of, any of CONTRACTOR's equipment, including, without limitation, vehicles, Carts, Bins and containers, shall not allow the CITY to assign ownership of such vehicles, Carts, Bins and containers to another contractor and CITY acknowledges that the CONTRACTOR'S lender has a security interest in such equipment.

24.01.7 The CONTRACTOR has defaulted, by failing or refusing to deliver Refuse to the CITY's contracted Disposal Facility or the CITY'S contracted Organic Waste Processing Facility without prior written approval by the CITY to use an alternative disposal facility.

24.01.8 In the event that the Agreement is terminated, CONTRACTOR shall furnish the CITY with immediate access to all of its business records related to its Customer and billing accounts for Collection Services.

24.02 Violations. Notwithstanding the foregoing and as supplemental and additional means of termination of this Agreement under this Article, in the event that the CONTRACTOR'S record of performance shows that the CONTRACTOR has frequently, regularly or repetitively defaulted in the performance of any of the covenants and conditions required herein to be kept and performed by the CONTRACTOR regardless of whether the CONTRACTOR has corrected each individual condition of default, the CITY in its sole discretion

Collection Service Agreement**December 9 , 2013**

determines that the CONTRACTOR shall be deemed a "habitual violator", in which case the CONTRACTOR shall be deemed to have waived the right to any further notice or grace period to correct, and all of said defaults shall be considered cumulative and collectively shall constitute a condition of irredeemable default. The CITY shall thereupon issue the CONTRACTOR a final warning citing the circumstances therefore, and any single default by the CONTRACTOR of whatever nature, subsequent to the occurrence of the last of said cumulative defaults, shall be grounds for immediate termination of the Agreement. A history of liquidated damages imposed pursuant to Article 19 may be used as a basis for deeming the CONTRACTOR to be a habitual violator; however, any failure to have imposed liquidated damages where applicable shall not prevent use of the CONTRACTOR'S underlying failures from consideration for determining a habitual violator. In the event of any such subsequent default, the CITY may terminate this Agreement upon giving of final written notice to the CONTRACTOR, such cancellation to be effective upon the date specified in the CITY'S written notice to the CONTRACTOR, and all contractual fees due hereunder plus any and all charges and interest shall be payable to said date, and the CONTRACTOR shall have no further rights hereunder. Immediately upon the specified date in such final notice the CONTRACTOR shall proceed to cease any further performance under this Agreement.

24.03 Effective Date. In the event of the aforesaid events specified above, and except as otherwise provided in said subsections, termination shall be effective upon the date specified in the CITY'S written notice to the CONTRACTOR and upon said date this Agreement shall be deemed immediately terminated and upon such termination all liability of the CITY under this Agreement to the CONTRACTOR shall cease, and the CITY shall have the right to call the performance bond and shall be free to negotiate with other contractors for the operation of the herein specified services. The CONTRACTOR for failure to perform shall reimburse the CITY all direct and indirect costs of providing interim Collection Services.

24.04 Immediate Termination. CITY may terminate this Agreement immediately upon written notice to CONTRACTOR in the event CONTRACTOR fails to provide and maintain the performance bond as required by this Agreement, or if CONTRACTOR fails to obtain or maintain insurance policies endorsements as required by this Agreement, or if CONTRACTOR fails to provide the proof of insurance as required by this Agreement, or if CONTRACTOR offers or gives any gift prohibited by CITY administrative policy.

24.05 Termination Cumulative. CITY'S right to terminate this Agreement is cumulative to any other rights and remedies provided by law or by this Agreement.

24.06 Force Majeure. The parties shall be excused from performing their respective obligations hereunder in the event they are prevented from so performing by reason of any acts of God, such as landslides, lightning, fires, storms, floods, pestilence, freezing, and earthquakes; explosions, sabotage, civil disturbances, acts of a public enemy, wars, blockades, riots, or other industrial disturbances, eminent domain, condemnation or other taking, or other events of a similar nature, not caused or maintained by CITY or CONTRACTOR, which event is not reasonably within the control of the party claiming the excuse from its obligations due to such event, to the extent such event has a significant and material adverse effect on the ability of a party to perform its obligations thereunder. Force Majeure shall not include power outages, fuel shortages, strikes, work stoppage or slowdown, sickout, lockout, picketing or other concerted job action conducted by CONTRACTOR'S employees or directed at CONTRACTOR or any of its subcontractors. Force Majeure shall include a Change in Law if such Change in Law prohibits a party's performance hereunder. Notwithstanding the foregoing, (i) no failure of performance by any subcontractor of CONTRACTOR shall be a Force Majeure unless such failure was itself caused by a Force Majeure; (ii) except as provided herein, no event which

Collection Service Agreement**December 9 , 2013**

merely increases CONTRACTOR'S cost of performance shall be a Force Majeure; and (iii) no event, the effects of which could have been prevented by reasonable precautions, including compliance with agreements and applicable laws, shall be a Force Majeure.

ARTICLE 25. Modifications to the Agreement

25.01 Agreement Modifications and Changes in Law. The CITY and the CONTRACTOR understand and agree that the California Legislature has the authority to make comprehensive changes in Refuse, Recyclables, or Organic Waste Management legislation and that these and other changes in law in the future which mandate certain actions or programs for counties or municipalities may require changes or modifications in some of the terms, conditions or obligations under this Agreement. The CONTRACTOR agrees that the terms and provisions of the Municipal Code, as it now exists or as it may be amended in the future, shall apply to all of the provisions of this Agreement and the Service Recipients of the CONTRACTOR located within the Service Area; provided, however that the CITY will not amend the Municipal Code in a way that is inconsistent with the Agreement unless compelled to do so by federal or state law. In the event any future change in law, modifications to the CITY Municipal Code, or directed changes by the CITY materially alters the obligations of the CONTRACTOR, then the affected compensation as established under this Agreement shall be adjusted. Nothing contained in this Agreement shall require any party to perform any act or function contrary to law. The CITY and CONTRACTOR agree to enter into good faith negotiations regarding modifications to this Agreement, which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to this Agreement, the CITY and the CONTRACTOR shall negotiate in good faith a reasonable and appropriate compensation adjustment for any increase or decrease in the services or other obligations required of the CONTRACTOR due to any modification in the Agreement under this Article. The CITY and the CONTRACTOR shall not unreasonably withhold agreement to such compensation adjustment.

25.01.1 Compensation Adjustments. In the event of a change in laws or regulations of any governmental agency that will require additional or different services to be provided by CONTRACTOR which are not otherwise covered by this Agreement, CONTRACTOR shall provide CITY with a written rate increase request for additional compensation to CONTRACTOR based on such additional or different services. If the proposed rate increase exceeds five percent (5%) and CITY does not agree with such rate increase, CITY, in addition to negotiating with CONTRACTOR may submit the matter to non-binding mediation upon the following terms and conditions in Article 25.06.1.

25.02 City-Directed Changes. CITY may direct CONTRACTOR to perform additional services (including new diversion programs, additional public education activities, etc.), eliminate programs, or modify the manner in which it performs existing services. Changes in the minimum diversion requirement set forth in Article 4 of this Agreement, direction of Refuse to a Disposal Facility other than that originally selected by the CITY, direction of Recyclable Materials or Organic Waste to a processing facility other than that selected by the CONTRACTOR, pilot programs and innovative services, which may entail new Collection methods, targeted routing, different kinds of services, different types of collection vehicles, and/or new requirements for Service Recipients are included among the kinds of changes which CITY may direct. CONTRACTOR shall be entitled to an adjustment in its compensation for providing such additional or modified services but not for the preparation of its proposal to perform such services.

Collection Service Agreement**December 9 , 2013**

25.03 Service Proposal. Within thirty (30) calendar days of receipt of a request for a service change from the CITY, CONTRACTOR shall submit a proposal to provide such service. At a minimum, the proposal shall contain a complete description of the following:

- 25.03.1 Collection methodology to be employed (equipment, manpower, etc.).
- 25.03.2 Equipment to be utilized (vehicle number, types, capacity, age, etc.).
- 25.03.3 Labor requirements (number of employees by classification).
- 25.03.4 Type of Carts or Bins to be utilized.
- 25.03.5 Provision for program publicity, education, and marketing.
- 25.03.6 Five (5) year projection of the financial results of the program's operations in an operating statement format including documentation of the key assumptions underlying the projections and the support for those assumptions, giving full effect to the savings or costs to existing services.

25.04 CONTRACTOR acknowledges and agrees that CITY may permit other contractors or companies besides CONTRACTOR to provide additional Collection Services and such other services not otherwise contemplated if CONTRACTOR and CITY cannot agree on terms and conditions, including compensation adjustments, of such services in one hundred twenty (120) calendar days from the date when CITY first requests a proposal from CONTRACTOR to perform such services.

25.05 Monitoring and Evaluation. If the CITY requests, the CONTRACTOR shall meet with the CITY to describe the progress of each new program and other service issues. If applicable, CONTRACTOR shall document the results of the new programs on a monthly basis, including at a minimum the tonnage diverted by material type, the end use or processor of the diverted materials and the cost per ton for transporting and processing each type of material and other such information requested by the CONTRACTOR and/or CITY necessary to evaluate the performance of each program.

25.05.1 At each meeting, the CITY and CONTRACTOR shall have the opportunity to discuss revisions to the program. The CITY shall have the right to terminate a program if, in its sole discretion, the CONTRACTOR is not cost effectively achieving the program's goals and objectives. Prior to such termination, the CITY shall meet and confer with the CONTRACTOR for a period of up to ninety (90) calendar days to resolve the CITY'S concerns. Thereafter, the CITY may utilize a third party to perform these services if the CITY reasonably believes the third party can improve on CONTRACTOR'S performance and/or cost. Notwithstanding these changes, CONTRACTOR shall continue the program during the ninety (90) day period and, thereafter, until the third party takes over the program.

25.06 Dispute Resolution. All disputes relating to service or compensation changes as specified in Articles 25.01, 25.02 or 25.03 of this Agreement shall be resolved by the following procedures:

25.06.1 Mediation. The parties shall first participate in non-binding mediation of any dispute arising under this Agreement (whether contract, tort, or otherwise), as provided hereafter:

25.06.1.1 The party desiring mediation shall first give written notice thereof to the other party to this Agreement, specifying the dispute to be mediated.

Collection Service Agreement**December 9 , 2013**

25.06.1.2 The mediation shall be held at San Fernando, California, or at such other location as may be mutually agreed among the parties. The mediation shall be conducted according to and a mediator chosen pursuant to the rules of the American Arbitration Association.

25.06.1.3 At least ten (10) business days before the date of the mediation, each side shall provide the mediator with a statement of its position and copies of all supporting documents. Each party shall send to the mediation a person who has authority to negotiate on behalf of the party. If a subsequent dispute will involve third parties, such as insurers or subcontractors, they shall also be asked to participate in the mediation.

ARTICLE 26. Legal Representation

26.01 Acknowledgement. It is acknowledged that each party was, or had the opportunity to be, represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract or Agreement shall be interpreted strictly against the party preparing the same shall not apply herein due to the joint contributions of both parties.

ARTICLE 27. Financial Interest

27.01 Representation. CONTRACTOR warrants and represents that no elected official, officer, agent or employee of the CITY has a financial interest, directly or indirectly, in this Agreement or the compensation to be paid under it and, further, that no CITY employee who acts in the CITY as a "purchasing agent" as defined in the appropriate Section of California Statutes, nor any elected or appointed officer of the CITY, nor any spouse or child of such purchasing agent, employee or elected or appointed officer, is a partner, officer, director or proprietor of the CONTRACTOR and, further, that no such CITY employee, purchasing agent, CITY elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the CONTRACTOR. Material interest means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock of the CONTRACTOR.

ARTICLE 28. Contractor's Personnel

28.01 Personnel Requirements. The CONTRACTOR shall employ and assign qualified personnel to perform all services set forth herein. The CONTRACTOR shall be responsible for ensuring that its employees comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position.

28.01.1 The CITY may request the transfer of any employee of the CONTRACTOR who materially violates any provision hereof, or who is wanton, negligent, or discourteous in the performance of his duties.

28.01.2 CONTRACTOR'S field operations personnel shall be required to wear a clean uniform shirt bearing the CONTRACTOR'S name. CONTRACTOR'S employees, who normally come into direct contact with the public, including drivers, shall bear some means of individual photographic identification such as a name tag or identification card.

28.01.3 Each driver of a collection vehicle shall at all times carry a valid California driver's license and all other required licenses for the type of vehicle that is being operated.

Collection Service Agreement

December 9 , 2013

28.01.4 Each driver of a collection vehicle shall at all times comply with all applicable state and federal laws, regulations and requirements.

28.01.5 CONTRACTOR'S employees, officers, and agents shall at no time be allowed to identify themselves or in any way represent themselves as being employees of the CITY.

28.01.6 The CONTRACTOR'S name and the Customer Service telephone number shall be properly displayed on all collection vehicles.

ARTICLE 29. Exempt Waste

29.01 The CONTRACTOR shall not be required to collect or dispose of Exempt Waste, but may offer such services. All such collection and disposal of Exempt Waste is not regulated under this Agreement, but if provided by the CONTRACTOR shall be in strict compliance with all federal, state and local laws and regulations.

ARTICLE 30. Independent Contractor

30.01 In the performance of services pursuant to this Agreement, CONTRACTOR shall be an independent contractor and not an officer, agent, servant or employee of CITY. CONTRACTOR shall have exclusive control of the details of the services and work performed and over all persons performing such services and work. CONTRACTOR shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Neither CONTRACTOR nor its officers, employees, agents, contractors or subcontractors shall obtain any right to retirement benefits, Workers Compensation benefits, or any other compensation or benefits, which accrue, to CITY employees and CONTRACTOR expressly waives any claim it may have or acquire to such compensation or benefits.

ARTICLE 31. Laws to Govern

31.01 The law of the State of California shall govern the rights, obligations, duties and liabilities of CITY and CONTRACTOR under this Agreement and shall govern the interpretation of this Agreement.

ARTICLE 32. Consent to Jurisdiction

32.01 The parties agree that any litigation between CITY and CONTRACTOR concerning or arising out of this Agreement shall be filed and maintained exclusively in the Municipal or Superior Courts of Los Angeles County, State of California, or in the United States District Court for the Southern District of California to the fullest extent permissible by law. Each party consents to service of process in any manner authorized by California law.

ARTICLE 33. Assignment

33.01 No assignment of this Agreement or any right occurring under this Agreement shall be made in whole or in part by the CONTRACTOR without the express written consent of the CITY. The CITY shall have full discretion to approve or deny, with or without cause, any proposed or actual assignment by the CONTRACTOR. Any assignment of this Agreement made by the CONTRACTOR without the express written consent of the CITY shall be null and void and shall be grounds for the CITY to declare a default of this Agreement and immediately

Collection Service Agreement**December 9 , 2013**

terminate this Agreement by giving written notice to the CONTRACTOR, and upon the date of such notice this Agreement shall be deemed immediately terminated, and upon such termination all liability of the CITY under this Agreement to the CONTRACTOR shall cease, and the CITY shall have the right to call the performance bond and shall be free to negotiate with other contractors, the CONTRACTOR, or any other person or company for the service which is the subject of this Agreement. In the event of any assignment, the assignee shall fully assume all the liabilities of the CONTRACTOR.

33.02 The use of a subcontractor to perform services under this Agreement shall not constitute delegation of CONTRACTOR'S duties provided that CONTRACTOR has received prior written authorization from the City Representative to subcontract such services and the City Representative has approved a subcontractor who will perform such services. CONTRACTOR shall be responsible for directing the work of CONTRACTOR'S subcontractors and any compensation due or payable to CONTRACTOR'S subcontractor shall be the sole responsibility of CONTRACTOR. The City Representative shall have the right to require the removal of any approved subcontractor for reasonable cause. The subcontractors listed in **Exhibit 4** to this Agreement are hereby approved by the CITY.

33.03 For purposes of this Article when used in reference to CONTRACTOR, "assignment" shall include, but not be limited to (i) a sale, exchange or other transfer of at least fifty-one percent (51%) of CONTRACTOR'S assets dedicated to service under this Agreement to a third party; (ii) a sale, exchange or other transfer of outstanding common stock of CONTRACTOR to a third party provided said sale, exchange or transfer results in a change of control of CONTRACTOR (with control being defined as ownership of more than fifty percent (50%) of CONTRACTOR'S voting securities); (iii) any dissolution, reorganization, consolidation, merger, re-capitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation, subcontracting or lease-back payments, or other transaction which results in a change of control of CONTRACTOR; (iv) any assignment by operation of law, including insolvency or bankruptcy, making assignment for the benefit of creditors, writ of attachment for an execution being levied against this Agreement, appointment of a receiver taking possession of CONTRACTOR'S property, or transfer occurring in the event of a probate proceeding; and (v) any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any such transfer or change of control of CONTRACTOR.

33.04 CONTRACTOR acknowledges that this Agreement involves rendering a vital service to CITY'S residents and businesses, and that CITY has selected CONTRACTOR to perform the services specified herein based on (i) Contractor's experience, skill and reputation for conducting its Refuse, Recyclable Materials and Organic Waste management operations in a safe, effective and responsible fashion, at all times in keeping with applicable environmental laws, regulations and best Refuse, recycling and Organic Waste management practices, and (ii) CONTRACTOR'S financial resources to maintain the required equipment and to support its indemnity obligations to CITY under this Agreement. CITY has relied on each of these factors, among others, in choosing CONTRACTOR to perform the services to be rendered by CONTRACTOR under this Agreement.

ARTICLE 34. Compliance with Laws

34.01 In the performance of this Agreement, CONTRACTOR shall comply with all applicable laws, regulations, ordinances and codes of the federal, state and local governments, including without limitation the Municipal Code of the City of San Fernando.

Collection Service Agreement**December 9 , 2013**

34.02 CITY shall provide written notice to CONTRACTOR of any planned amendment of the CITY Municipal Code that would substantially affect the performance of CONTRACTOR'S services pursuant to this Agreement. Such notice shall be provided at least thirty (30) calendar days prior to the City Council's approval of such an amendment.

ARTICLE 35. Permits and Licenses

35.01 CONTRACTOR shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain same in full force and effect throughout the term of this Agreement. CONTRACTOR shall provide proof of such permits, licenses or approvals and shall demonstrate compliance with the terms and conditions of such permits, licenses and approvals upon the request of the City Representative.

ARTICLE 36. Ownership of Written Materials

36.01 All reports, documents, brochures, public education materials, and other written, printed, electronic or photographic materials developed by CITY or CONTRACTOR in connection with the services to be performed under this Agreement, whether developed directly or indirectly by CITY or CONTRACTOR shall be and shall remain the property of CITY without limitation or restrictions on the use of such materials by CITY. CONTRACTOR shall not use such materials in connection with any project not connected with this Agreement without the prior written consent of the City Representative. This Article does not apply to ideas or concepts described in such materials and does not apply to the format of such materials.

ARTICLE 37. Waiver

37.01 Waiver by CITY or CONTRACTOR of any breach for violation of any term, covenant or condition of this Agreement shall not be deemed to be a waiver of any other term, covenant or condition or any subsequent breach or violation of the same or of any other term, covenant or condition. The subsequent acceptance by CITY of any fee, tax, or any other monies, which may become due from CONTRACTOR to CITY shall not be deemed to be a waiver by CITY of any breach for violation of any term, covenant or condition of this Agreement.

ARTICLE 38. Prohibition Against Gifts

38.01 CONTRACTOR represents that CONTRACTOR is familiar with CITY'S prohibition against the acceptance of any gift by a CITY officer or designated employee. CONTRACTOR shall not offer any CITY officer or designated employee any gifts prohibited by the CITY.

ARTICLE 39. Point of Contact

39.01 The day-to-day dealings between the CONTRACTOR and the CITY shall be between the CONTRACTOR and the City Representative.

ARTICLE 40. Conflict of Interest

40.01 CONTRACTOR shall comply with CITY requirements for conflict of interest and will file all required disclosure statements.

Collection Service Agreement**December 9 , 2013****ARTICLE 41. Notices**

41.01 Except as provided herein, whenever either party desires to give notice to the other, it must be given by written notice addressed to the party for whom it is intended, at the place last specified and to the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective persons and places for giving of notice:

As to the CITY:

City Representative or his/her designee
San Fernando City Hall
117 Macneil Street
San Fernando, CA 91340
Telephone: (818) 898-1201
Fax: (818) 361-7631
E-mail:

As to the CONTRACTOR:

James Pledger, General Manager
Republic Services, Sun Valley Division
9200 Glenoaks Blvd, Sun Valley, CA 91352
Telephone: (818) 683-1616
Fax: (310) 323-6063
E-Mail: jpledgerIII@republicservices.com

41.02 Notices shall be effective when received at the address as specified above. Changes in the respective address to which such notice is to be directed may be made by written notice. Facsimile transmission is acceptable notice, effective when received, however, facsimile transmissions received (i.e. printed) after 4:30 p.m. or on weekends or holidays, will be deemed received on the next business day. Receipt is deemed to have taken place within three (3) working days of notice mailed by U.S. Postal Service return receipt requested. The original of items that are transmitted by facsimile equipment must also be mailed as required herein.

41.03 Notice by CITY to CONTRACTOR of a Collection or other Service Recipient problem or complaint may be given to CONTRACTOR orally by telephone at CONTRACTOR'S local office with confirmation sent as required above by the end of the Work Day.

ARTICLE 42. Transition to Next Contractor

42.01 In the event CONTRACTOR is not awarded an Agreement to continue to provide Collection Services following the expiration or early termination of this Agreement, CONTRACTOR shall cooperate fully with CITY and any subsequent contractors to assure a smooth transition of services described in this Agreement. Such cooperation shall include but not be limited to transfer of computer data, files and tapes; providing routing information, route maps, vehicle fleet information, and list of Service Recipients; providing a complete inventory of all Carts and Bins; providing adequate labor and equipment to complete performance of all Collection Services required under this Agreement; taking all actions necessary to transfer ownership of Carts and Bins, as appropriate, to CITY; including transporting such containers to a location designated by the City Representative; coordinating Collection of materials set out in

Collection Service Agreement

December 9 , 2013

new containers if new containers are provided for a subsequent Agreement and providing other reports and data required by this Agreement.

ARTICLE 43. Contractor's Records

43.01 CONTRACTOR shall maintain any and all letters, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to Service Recipients for a minimum period of five (5) years, or for any longer period required by law, from the date of final payment to CONTRACTOR pursuant to this Agreement.

43.02 CONTRACTOR shall maintain all documents and records, which demonstrate performance under this Agreement for a minimum period of five (5) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

43.03 Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Representative, the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to CITY for inspection at the CITY offices when it is practical to do so. Otherwise, unless an alternative site is mutually agreed upon, the records shall be available at CONTRACTOR'S address indicated for receipt of notices in this Agreement.

43.04 Where CITY has reason to believe that such records or documents may be lost or discarded due to the dissolution, disbandment or termination of CONTRACTOR'S business, CITY may, by written request or demand of any of the above named officers, require that custody of the records be given to CITY and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by CONTRACTOR, CONTRACTOR'S representatives, or CONTRACTOR'S successor-in-interest.

ARTICLE 44. Entire Agreement

44.01 This Agreement and the Exhibits attached hereto constitute the entire Agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

ARTICLE 45. Severability

45.01 If any provision of this Agreement or the application of it to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected, shall continue in full force and effect, and shall be enforced to the fullest extent permitted by law.

ARTICLE 46. Right to Require Performance

46.01 The failure of the CITY at any time to require performance by the CONTRACTOR of any provision hereof shall in no way affect the right of the CITY thereafter to enforce same. Nor shall waiver by the CITY of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

ARTICLE 47. All Prior Agreements Superseded

47.01 This document incorporates and includes all prior negotiations, correspondence, conversations, Agreements, contracts and understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, Agreements, contracts or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations, Agreements or contracts, whether oral or written.

ARTICLE 48. Headings

48.01 Headings in this document are for convenience of reference only and are not to be considered in any interpretation of this Agreement.

ARTICLE 49. Exhibits

49.01 Each Exhibit referred to in this Agreement forms an essential part of this Agreement. Each such Exhibit is a part of this Agreement and each is incorporated by this reference.

ARTICLE 50. Representations and Warranties

The CONTRACTOR, by acceptance of this Agreement, represents and warrants the conditions presented in the Article.

50.01 Corporate Status. The CONTRACTOR is a corporation duly organized, validly existing and in good standing under the laws of the State of California ("State"). It is qualified to transact business in the State and has the power to own its properties and to carry on its business as now owned and operated and as required by this Agreement.

50.02 Corporate Authorization. CONTRACTOR has the authority to enter this Agreement and perform its obligations under this Agreement. The Board of Directors of CONTRACTOR (or the shareholders, if necessary) has taken all actions required by law, its articles of incorporation, its bylaws, or otherwise, to authorize the execution of this Agreement. The Person signing this Agreement on behalf of CONTRACTOR represents and warrants that they have the authority to do so. This Agreement constitutes the legal, valid, and binding obligation of the CONTRACTOR.

50.03 Agreement Will Not Cause Breach. To the best of CONTRACTOR'S knowledge after responsible investigation, the execution or delivery of this Agreement or the performance by CONTRACTOR of its obligations hereunder does not conflict with, violate, or result in a breach: (i) of any law or governmental regulation applicable to CONTRACTOR; or (ii) any term or condition of any judgment, order, decree, of any court, administrative agency or other governmental authority, or any Agreement or instrument to which CONTRACTOR is a party or by which CONTRACTOR or any of its properties or assets are bound, or constitutes a default hereunder.

50.04 No Litigation. To the best of CONTRACTOR'S knowledge after responsible investigation, there is no action, suit, proceeding or investigation, at law or in equity, before or by any court or governmental authority, commission, board, agency or instrumentality decided,

Collection Service Agreement

December 9 , 2013

pending or threatened against CONTRACTOR wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate would:

50.04.1 Materially adversely affect the performance by CONTRACTOR of its obligations hereunder;

50.04.2 Adversely affect the validity or enforceability of this Agreement; or

50.04.3 Have a material adverse effect on the financial conditions of CONTRACTOR, or any surety or entity guaranteeing CONTRACTOR'S performance under this Agreement.

50.05 No Adverse Judicial Decisions. To the best of CONTRACTOR'S knowledge after responsible investigation, there is no judicial decision that would prohibit this Agreement or subject this Agreement to legal challenge.

50.06 No Legal Prohibition. To the best of CONTRACTOR'S knowledge after reasonable investigation, there is no Applicable Law in effect on the date CONTRACTOR signed this Agreement that would prohibit the CONTRACTOR'S performance of its obligations under this Agreement and the transactions contemplated hereby.

50.07 CONTRACTORS Statements. The CONTRACTOR'S proposal and other supplemental information submitted to the CITY, which the CITY has relied on in awarding and entering this Agreement, do not: (i) contain any untrue statement of a material fact, or (ii) omit to state a material fact that is necessary in order to make the statements made, in light of the circumstances in which they were made, not misleading.

50.08 CONTRACTOR'S Investigation. CONTRACTOR has made an independent investigation (satisfactory to it) of the conditions and circumstances surrounding the Agreement and the work to be performed hereunder. CONTRACTOR has taken such matters into consideration in entering this Agreement to provide services in exchange for the compensation provided for under the terms of this Agreement.

50.09 Ability to Perform. CONTRACTOR possesses the business, professional, and technical expertise to collect, Transport, and Process the Refuse, Recyclable Materials, Organic Waste, and Bulky Waste generated in the CITY. CONTRACTOR possesses the ability to secure equipment, facility(ies), and employee resources required to perform its obligations under this Agreement.

50.10 Voluntary Use of Approved Disposal Location and Approved Composting Site. The CONTRACTOR, without constraint and as a free-market business decision in accepting this Agreement, agrees to use the Approved Facility for the purposes of Disposing of all Refuse collected in the CITY and Approved Composting Site for Composting all Organic Waste collected in the CITY. Such decision by CONTRACTOR in no way constitutes a restraint of trade notwithstanding any Change in law regarding flow control limitations or any definition thereof.

50.11 Recognizing Labor Rights. CONTRACTOR recognizes, and agrees to continue to recognize, the right of its employees to peacefully organize and to file a valid petition seeking a lawful election conducted by the National Labor Relations Board. Such secret ballot election would determine if a majority of the subject employees want a labor organization to be their

Collection Service Agreement

December 9 , 2013

exclusive representative in collective bargaining with the CONTRACTOR. CONTRACTOR agrees to engage in good faith negotiations with any current and duly elected labor organization of the subject employees, and to meet at reasonable times to discuss wages, hours and other terms and conditions of employment. CONTRACTOR also represents that during negotiations with such duly elected labor organization, if necessary, it would support the use of a federal mediator and a reasonable cooling off period, if requested in writing by either party.

ARTICLE 51. Effective Date

This Agreement shall become effective at such time as it is properly executed by the CITY and the CONTRACTOR and the CONTRACTOR shall begin Collection Services, as covered herein, as of February 15, 2014.

Collection Service Agreement

December 9 , 2013

IN WITNESS WHEREOF, the CITY and the CONTRACTOR have executed this Agreement on the day and year first written above.

CITY OF SAN FERNANDO

Donald E. Penman

Donald E. Penman
Interim City Manager

12/6/13
Date

CONSOLIDATED DISPOSAL SERVICE, LLC

Ronald Krall
Ronald Krall,
Vice President

12/5/13
Date

#00064067
City of San Fernando Business License Number

The foregoing Agreement has been reviewed and approval is recommended:

Resolution No.
Approved by City Council

Approved as to Form:

Rick Olyarez
Rick Olyarez
City Attorney

12-16-13
Date

Attest:

Elena G. Chavez
Elena G. Chavez
City Clerk

12/6/13
Date

Collection Service Agreement**December 9, 2013**

Exhibit 1a MAXIMUM SERVICE RATES – SFD SERVICES		
Processing / Disposal Cost Per Ton		Facility Name
<u>\$30.00</u> /Ton Refuse Disposal		<u>Sunshine Canyon Landfill</u>
<u>\$0.00</u> /Ton Processed Recyclable Material		<u>Sun Valley Paper Stock</u>
<u>\$44.00</u> /Ton Processed Organic Waste		<u>Conservation Station</u>
A. BASE SERVICE – SFD CART COLLECTION SERVICE (WEEKLY REFUSE, RECYCLING AND ORGANIC WASTE COLLECTION IN 64 GALLON CARTS)		
A1	STANDARD MONTHLY SOLID WASTE COLLECTION RATE – CURBSIDE	<u>\$14.99</u>
B. ADDITIONAL SERVICES – AT CUSTOMER REQUEST		
B1	MONTHLY SOLID WASTE COLLECTION RATE – BACKYARD	<u>\$19.99</u>
	Additional Curbside Refuse Cart (added to Line A1)	<u>\$5.00</u>
	Additional Backyard Refuse Cart (added to Line B1)	<u>\$5.00</u>
	Additional Curbside Recycling Cart (added to Line A1)	<u>\$0.00</u>
	Additional Backyard Recycling Cart (added to Line B1)	<u>\$0.00</u>
	Additional Curbside Organic Waste Cart (added to Line A1)	<u>\$0.00</u>
	Additional Backyard Organic Waste Cart (added to Line B1)	<u>\$0.00</u>
	Additional Cart Exchange	<u>\$5.00</u> each additional cart/occurrence
	Additional Cart Replacement	<u>\$5.00</u> each additional cart/occurrence
	Additional Bags/Lifts Collection in excess of 1 per quarter	<u>\$3.75</u> each cubic yard/bag
	Additional Large Item Collection	<u>\$5.00</u> each cubic yard/occurrence (Note SFD Service Units have six (6) free collections per Agreement year)
C. OPTIONAL SERVICE		
	Option 1: Food Waste included in Organic Waste Collection	<u>13.4%</u> Adjustment to line A1 and B1

Collection Service Agreement**December 9, 2013**

Exhibit 1b MAXIMUM SERVICE RATES –MFD AND COMMERCIAL SERVICES						
Processing / Disposal Cost Per Ton					Facility Name	
\$30.00/Ton Refuse Disposal					Sunshine Canyon Landfill	
\$0.00/Ton Processed Recyclable Material					Sun Valley Paper Stock	
\$0.00/Ton Processed Mixed Waste					N/A	
\$44.00/Ton Processed Green Waste					Conservation Station	
\$65.00/Ton Processed Food Waste					Community Recycling	
REFUSE COLLECTION						
Container Size	Collection Frequency					
	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
65 Gallon	\$28.27	\$56.55	\$84.82	\$113.09	\$141.37	\$169.65
96 Gallon	\$42.21	\$84.82	\$127.23	\$169.64	\$212.05	\$254.46
1 CY	\$84.82	\$169.64	\$254.46	\$339.28	\$424.10	\$508.92
1.5 CY	\$87.32	\$174.65	\$261.97	\$349.30	\$436.62	\$523.94
2 CY	\$89.83	\$179.66	\$269.48	\$359.31	\$449.14	\$538.97
3 CY	\$94.84	\$189.67	\$284.51	\$379.34	\$474.18	\$569.01
4 CY	\$99.84	\$199.68	\$299.53	\$399.37	\$499.21	\$599.05
5 CY	\$104.85	\$209.70	\$314.55	\$419.40	\$524.25	\$629.10
6 CY	\$109.86	\$219.71	\$329.57	\$439.43	\$549.29	\$659.14
8 CY	\$115.35	\$230.70	\$346.05	\$461.40	\$576.75	\$692.10
RECYCLING COLLECTION (60% of Refuse)						
65 Gallon (each additional cart over 2)	\$16.80	\$33.59	\$50.39	\$67.18	\$83.94	\$100.78
96 Gallon (each additional cart over 2)	\$25.19	\$50.39	\$75.58	\$100.78	\$125.97	\$151.16
1 CY	\$50.89	\$101.78	\$152.68	\$203.57	\$254.46	\$305.35
1.5 CY	\$52.39	\$104.79	\$157.18	\$209.58	\$261.97	\$314.37
2 CY	\$53.90	\$107.79	\$161.69	\$215.59	\$269.48	\$323.38
3 CY	\$56.90	\$113.80	\$170.70	\$227.60	\$284.51	\$341.41

Collection Service Agreement**December 9, 2013**

Exhibit 1b						
MAXIMUM SERVICE RATES –MFD AND COMMERCIAL SERVICES						
4 CY	<u>\$59.91</u>	<u>\$119.81</u>	<u>\$179.72</u>	<u>\$239.62</u>	<u>\$299.53</u>	<u>\$359.43</u>
5 CY	<u>\$62.91</u>	<u>\$125.82</u>	<u>\$188.73</u>	<u>\$251.64</u>	<u>\$314.55</u>	<u>\$377.46</u>
6 CY	<u>\$65.91</u>	<u>\$131.83</u>	<u>\$197.74</u>	<u>\$263.66</u>	<u>\$329.57</u>	<u>\$395.49</u>
8 CY	<u>\$69.21</u>	<u>\$138.42</u>	<u>\$207.63</u>	<u>\$276.84</u>	<u>\$346.05</u>	<u>\$415.26</u>
GREEN WASTE/FOOD WASTE COLLECTION (75% of Refuse)						
65 Gallon	<u>\$21.20</u>	<u>\$42.41</u>	<u>\$63.61</u>	<u>\$84.82</u>	<u>\$106.03</u>	<u>\$127.24</u>
96 Gallon	<u>\$31.81</u>	<u>\$95.42</u>	<u>\$95.42</u>	<u>\$127.23</u>	<u>\$159.04</u>	<u>\$190.84</u>
1 CY	<u>\$63.62</u>	<u>\$127.23</u>	<u>\$190.85</u>	<u>\$254.46</u>	<u>\$318.08</u>	<u>\$381.69</u>
1.5 CY	<u>\$65.49</u>	<u>\$130.99</u>	<u>\$196.48</u>	<u>\$261.98</u>	<u>\$327.47</u>	<u>\$392.96</u>
2 CY	<u>\$67.37</u>	<u>\$134.75</u>	<u>\$202.11</u>	<u>\$269.48</u>	<u>\$336.86</u>	<u>\$404.23</u>
3 CY	<u>\$71.13</u>	<u>\$142.25</u>	<u>\$213.38</u>	<u>\$284.51</u>	<u>\$355.64</u>	<u>\$426.76</u>
4 CY	<u>\$74.88</u>	<u>\$149.76</u>	<u>\$224.65</u>	<u>\$299.53</u>	<u>\$374.41</u>	<u>\$449.29</u>
5 CY	<u>\$78.64</u>	<u>\$157.28</u>	<u>\$235.91</u>	<u>\$314.55</u>	<u>\$393.19</u>	<u>\$471.83</u>
6 CY	<u>\$82.40</u>	<u>\$164.78</u>	<u>\$247.18</u>	<u>\$329.57</u>	<u>\$411.97</u>	<u>\$494.36</u>
8 CY	<u>\$86.51</u>	<u>\$173.02</u>	<u>\$259.54</u>	<u>\$346.05</u>	<u>\$432.57</u>	<u>\$519.07</u>
Push Rates	0-25 feet	26-49 feet	50-75 feet	76-100 feet	101+ feet	
	N/C	<u>\$5.00</u>	<u>\$5.00</u>	<u>\$10.00</u>	<u>\$10.00</u>	
Cart or Bin Cleaning Each Occurrence			Cart	1 – 4 CY Bin	5+ CY Bin	
			<u>\$20.00</u>	<u>\$40.00</u>	<u>\$80.00</u>	
Additional Bin Exchange (each additional bin/occurrence)		<u>\$10.00</u>	Additional Cart Exchange (each additional cart/occurrence)		<u>\$5.00</u>	
Additional Bin Replacement (each additional bin/occurrence)		<u>\$10.00</u>	Additional Cart Replacement (each additional cart/occurrence)		<u>\$5.00</u>	
MFD and Commercial Bulky Waste Collection			<u>\$25.00</u> Each cubic yard/occurrence (Note MFD Service Units have two (2) free collections per Agreement year)			
MFD and Commercial Overage Waste Collection			<u>\$21.00</u> Each cubic yard/occurrence			
Additional Universal Waste Pick-up			<u>\$25.00</u> Each additional item/occurrence			

Collection Service Agreement**December 9, 2013**

Exhibit 1c Maximum Service Rates – SFD, MFD and Commercial Debris Box Services						
Container Size	Collection Frequency					
	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
10 CY Box ¹	\$125.00	\$250.00	\$375.00	\$500.00	\$675.00	\$850.00
20 CY Box ¹	\$125.00	\$250.00	\$375.00	\$500.00	\$675.00	\$850.00
30 CY Box ¹	\$165.00	\$330.00	\$495.00	\$660.00	\$825.00	\$990.00
40 CY Box ¹	\$165.00	\$330.00	\$495.00	\$660.00	\$825.00	\$990.00
10 CY Lowboy ¹	\$125.00	\$250.00	\$375.00	\$500.00	\$675.00	\$850.00
Compactor ¹	\$165.00	\$330.00	\$495.00	\$660.00	\$825.00	\$990.00
¹ All 10, 20, 30, 40 CY boxes and compactors are pull rates only; disposal will be based on actual disposal costs. The total customer rate will be the total cost for the collection and disposal.						

Exhibit 1d MAXIMUM SERVICE RATES – EMERGENCY SERVICE RATES - EMPLOYEES	
Labor Position	Hourly Rate
<u>DRIVER</u>	<u>\$46.60</u>

Exhibit 1e MAXIMUM SERVICE RATES -- EMERGENCY SERVICE RATES - EQUIPMENT		
Labor Position or Equipment Type	Make & Model	Hourly Rate
<u>Vehicle - Front Load - COM/MFD</u>	<u>McNeilus Pacific Series</u>	<u>\$60.00</u>
<u>Vehicle - Automated Side Loader - SFD</u>	<u>McNeilus Auto Reach</u>	<u>\$60.00</u>
<u>Vehicle - Roll Off</u>	<u>AutoCar AMRO-H22</u>	<u>\$60.00</u>

Collection Service Agreement**December 9, 2013**

Exhibit 2a CITY FACILITIES

This Exhibit describes the services that CONTRACTOR shall provide to CITY facilities. For each of the debris box services described below, the Collection schedule will be determined by the operational needs of CITY, and CITY personnel will periodically call CONTRACTOR with requests for service. Refuse and Recyclable Materials from San Fernando Recreation Park, Las Palmas Park, Pioneer Park, and Layne Park will be collected and transported by CITY personnel to the Public Works Yard for Collection by CONTRACTOR.

- CITY Hall (117 Macneil Street) – CONTRACTOR shall Collect from 120 Macneil Street (across the street from CITY Hall, in the parking lot behind the building):
 - Refuse from one (1) locked 3CY Bin at least three (3) times per week on Monday, Wednesday and Friday.
 - Recyclables from one (1) locked 3CY Bin at least once (1) per week on Tuesday.
- Police Department (910 First Street) – CONTRACTOR shall Collect:
 - Refuse from one (1) locked 3CY Bin at least three (3) times per week on Monday, Wednesday and Friday.
 - Recyclables from one (1) locked 3CY Bin at least once (1) per week on Tuesday.
- Public Works Yard (601 First Street) – CONTRACOR shall Collect:
 - The following number of maximum Debris Box loads per month. For loads that exceed the number of maximum loads the CONTRACTOR may charge the CITY for the maximum rates shown in Exhibit 1:
 - 40-yard Refuse - 16 loads per month.
 - 30-yard for sweeper spoils – 4 loads per month.
 - 50-yard for Bulky Waste collected by CITY – as needed, unlimited basis.
 - 10-yard low boy for C&D materials – 9 loads per month.
 - 40-yard Green Waste – 4 loads per month.
 - 15-yard Green Waste (used by CITY's landscape contractor) – 4 loads per month.
 - Recyclables from one (1) locked 3CY Bin at least once (1) per week on Tuesday.
- San Fernando Recreation Park (208 Park Avenue) Refuse two (2) 3CY Bins, three (3) days per week.

Collection Service Agreement**December 9, 2013**

Exhibit 2b CITY STREET RECEPTACLES							
1	N/W	corner	Seventh	&	Maclay		1
2	S/W	corner	Seventh	&	975 Maclay		1
3	N/W	corner	Maclay	&	Glenoaks	(on Maclay)	1
4	N/E	corner	Glenoaks	&	Maclay	(on Glenoaks)	1
5	S/E	corner	Glenoaks	&	Maclay	(on Glenoaks)	1
6	S/E	corner	Maclay	&	Glenoaks	(on Maclay)	1
7	S/W	corner	704 Glenoaks	&	Griswold		1
8	N/W	corner	Glenoaks	&	Arroyo	(on Glenoaks)	1
9	S/E	corner	456 Glenoaks	&	Arroyo		1
10	S/W	corner	Maclay	&	Fifth	(on Maclay)	1
11	N/E	corner	Maclay	&	Forth	(on Maclay)	1
12	S/W	corner	Maclay	&	Forth	(on Maclay)	1
13	E/B		Truman		(Before Mission)		1
14	W/B		Truman		(After Mission)		1
15	E/B		Truman		(Between Maclay & Brand)		1
16	N/E	corner	Truman	&	Maclay	(on Truman)	1
17	N/W	corner	Truman	&	Brand	(on Truman)	1
18	S/E	corner	Brand	&	Truman Parking Lot N2	2 receptacles each level	4
19	S/W	corner	Truman	&	Wolfskill	(on Truman)	1
20	711		Truman				1
21	1100	Block	Celis		(North side)		1
22	301	S.	Maclay		(on Celis)		1

Collection Service Agreement**December 9, 2013**

Exhibit 2b CITY STREET RECEPTACLES							
23	N/W	corner	Mission	&	Truman	(on Mission)	1
24	E	Side	Mission		(between Celis & Pico)		1
25	W	Side	Mission		(between Celis & Pico)		1
26	501		S. Brand				1
27	502		S. Brand				1
28	S/W	corner	S. Brand	&	Celis	(on S. Brand)	1
29	302		S. Brand				1
30	218		S. Brand				1
31	120		S. Brand				1
32	S/E	corner	S. Brand	@	Truman		1
33	N/E	corner	Truman	&	Hubbard	(on Truman)	1
34	N/E	corner	Hubbard	&	San Fernando	(on San Fernando)	1
35	806		San Fernando				1
36	803		San Fernando				1
37	N/E	corner	San Fernando	&	S. Brand	(on San Fernando)	1
38	820		San Fernando				1
39	901		San Fernando				1
40	900		San Fernando				1
41	912		San Fernando				1
42	913		San Fernando				1
43	1012		San Fernando				1
44	1015		San Fernando				1

Collection Service Agreement**December 9, 2013**

Exhibit 2b CITY STREET RECEPTACLES							
45	1016		San Fernando				1
46	101		San Fernando				1
47	1033		San Fernando				1
48	1040		San Fernando				1
49	1048		San Fernando				1
50	1049		San Fernando				1
51	1102		San Fernando				1
52	1101		San Fernando				1
53	1123		San Fernando				1
54	1122		San Fernando				1
55	1140		San Fernando				1
56	1135		San Fernando				1
57	1147		San Fernando				1
58	1148		San Fernando				1
59	1203		San Fernando				1
60	N/E	corner	S. Brand	&	O'Melveny	(on Brand)	1
61	S/W	corner	Mission	&	O'Melveny	(on Mission)	1
62	N/E	corner	Mission	&	O'Melveny	(on Mission)	1
63	S/E	corner	Mission	&	Mott	(on Mission)	1
64	N/E	corner	Mission	&	Griffith	(on Mission)	1
65	N/W	corner	Mission	&	Griffith	(on Mission)	1
66	N/E	corner	Mission	&	Hewitt	(on Mission)	1
67	N/W	corner	Mission	&	Hollister	(on Mission)	1

Collection Service Agreement**December 9, 2013**

Exhibit 2b CITY STREET RECEPTACLES							
68	S/E	corner	Glenoaks	&	Harding	(on Glenoaks)	1
69	N/W	corner	Workman	&	Truman	(on Truman)	1
70	S/E	corner	Kalisher	&	Pico	(on Kalisher)	1
71	N/E	corner	Kalisher	&	Kewen	(on Kalisher)	1
72	N/E	corner	Hubbard	&	Alley of Second St.	(on Hubbard)	1
73			Hubbard	&	Between 2 nd and 1 st		1
74	S/E	corner	Seventh	&	Orange Grove		1

Collection Service Agreement**December 9, 2013**

Exhibit 3a APPROVED FACILITIES – DISPOSAL	
1. Name of Disposal Facility.....	<u>Sunshine Canyon Landfill</u>
2. Location of Disposal Facility.....	14747 San Fernando Rd., Sylmar, CA 91342
3. Proposer's role in the Disposal Facility	Owned and Operated by CONTRACTOR Services
4. Other contracting parties.....	N/A
5. Name, telephone number and address of Disposal Facility owner	CONTRACTOR Services, Inc. 18500 N. Allied Way, Phoenix, AZ 85054 480-627-2700
6. Types of materials accepted	Municipal Solid Waste
7. Quantity of materials permitted by material type (tpd and tpy)	Permitted Capacity: 12,000 tpd Current Throughput: 8,500 - 9,100 tpd Estimated Life: 2037
8. CalRecycle Permit Type and Number.....	SWIS No. 19-AA-2000
9. Local Land-use Permit Number	<u>00-194-(5)</u>
10. Per ton disposal fee (by material type).....	<u>\$59.88</u>

Collection Service Agreement**December 9, 2013**

Exhibit 3a APPROVED FACILITIES – DISPOSAL	
10. Name of Disposal Facility.....	<u>Chiquita Canyon Landfill</u>
11. Location of Disposal Facility.....	<u>29201 Henry Mayo Drive</u> <u>Castaic, CA 91384</u>
12. Proposer's role in the Disposal Facility	N/A
13. Other contracting parties.....	N/A
14. Name, telephone number and address of Disposal Facility owner	<u>Chiquita Canyon Inc.</u> <u>29201 Henry Mayo Drive</u> <u>Castaic, CA 91384</u>
15. Types of materials accepted	<u>Municipal Solid Waste</u>
16. Quantity of materials permitted by material type (tpd and tpy)	<u>MSW 6,000 TPD</u>
17. CalRecycle Permit Type and Number.....	<u>SWIS No. 10-AA-0052</u>
18. Local Land-use Permit Number	_____
11. Per ton disposal fee (by material type).....	<u>\$59.88</u>

Collection Service Agreement**December 9, 2013**

Exhibit 3b APPROVED FACILITIES – RECYCLABLES PROCESSING	
1. Name of Processing Facility	<u>Sun Valley Paper Stock</u>
2. Location of Processing Facility	11166 Pendleton Street, Sun Valley, CA 91352
3. Proposer's role in the Processing Facility ..	n/a
4. Other contracting parties.....	n/a
5. Name, telephone number and address of Processing Facility owner	Sun Valley Paper Stock TS & MRF 8701 San Fernando Rd., Sun Valley, CA 91352 818-767-8984
6. Types of materials accepted	Recyclables
7. Quantity of materials permitted by material type (tpd and tpy)	Max. permitted throughput 750 tpd Permitted Capacity 1,250 tpd
8. CalRecycle Permit Type and Number.....	PR#0271
9. Local Land-use Permit Number	<u>SWIS No. 19-AR-1227</u>
10. Per ton processing fee (by material type) ..	<u>\$46.00</u>

Collection Service Agreement**December 9, 2013**

Exhibit 3b APPROVED FACILITIES – RECYCLABLES PROCESSING	
1. Name of Processing Facility	<u>Conservation Station</u>
2. Location of Processing Facility	20833 Santa Clara St. , Santa Clarita CA 91351
3. Proposer's role in the Processing Facility ..	n/a
4. Other contracting parties.....	n/a
5. Name, telephone number and address of Processing Facility owner	Randfam, Inc. PO Box 4463, Chatsworth, CA 91311 818-709-5296
6. Types of materials accepted	Construction and Demolition
7. Quantity of materials permitted by material type (tpd and tpy)	Max. permitted throughput 199 tpd Permitted CapaCITY 72,635 tons/year
8. CalRecycle Permit Type and Number.....	SWIS No. 19-AA-1096
9. Local Land-use Permit Number	<u>SWIS No. 19-AR-1227</u>
10. Per ton processing fee (by material type) ..	<u>\$50.00</u>

Collection Service Agreement**December 9, 2013**

Exhibit 3b APPROVED FACILITIES – RECYCLABLES PROCESSING	
1. Name of Processing Facility	<u>Commerce Refuse-to-Energy Facility</u>
2. Location of Processing Facility	5926 Sheila St., Commerce, CA 90040
3. Proposer's role in the Processing Facility ..	n/a
4. Other contracting parties.....	n/a
5. Name, telephone number and address of Processing Facility owner	County of LA Sanitation Dist. PO Box 4998 whittier, CA 90607 562-908-4288
6. Types of materials accepted	Mixed Municipal and Industrial
7. Quantity of materials permitted by material type (tpd and tpy)	Max. permitted throughput 1000 tpd Permitted CapaCITY 1000tpd
8. CalRecycle Permit Type and Number.....	SWIS No. 19-AA-0506
9. Local Land-use Permit Number	_____
10. Per ton processing fee (by material type) ..	<u>\$49.00</u>

Collection Service Agreement**December 9, 2013**

Exhibit 3c APPROVED FACILITIES – ORGANIC WASTE	
1. Name of Processing Facility	<u>Conservation Station</u>
2. Location of Processing Facility	29833 Santa Clara St., Santa Clarita, CA 91351
3. Proposer's role in the Processing Facility...	n/a
4. Other contracting parties	n/a
5. Name, telephone number and address of Processing Facility owner.....	Randfam, Inc PO Box 4463, Chatsworth, CA 91311 818-709-5296
6. Types of materials accepted	Green Waste
7. Quantity of materials permitted by material type (tpd and tpy)	Max permitted throughput 199 tpd Permitted CpaCITY 72,635 tons/year
8. CalRecycle Permit Type and Number	SWIS No. 19-AA-1096
9. Local Land-use Permit Number	
10. Per ton processing fee (by material type)...	<u>\$35.00</u>

Collection Service Agreement**December 9, 2013**

Exhibit 3c APPROVED FACILITIES – ORGANIC WASTE	
1. Name of Processing Facility	<u>Community Recycling</u>
2. Location of Processing Facility	9147 De Garmo Ave. Sun Valley, CA 91352
3. Proposer's role in the Processing Facility...	n/a
4. Other contracting parties	n/a
5. Name, telephone number and address of Processing Facility owner.....	Community Recycling and Resource Center
.....	9147 De Garmo Ave. Sun Valley, CA 91352
.....	818-767-6000
6. Types of materials accepted	Organic Waste
.....	
.....	
7. Quantity of materials permitted by material type (tpd and tpy)	Max permitted throughput 1700 tpd
.....	Permitted CapaCITY 1700 tons/year
.....	
8. CalRecycle Permit Type and Number	SWIS No. 19-AR-0303
9. Local Land-use Permit Number	_____
10. Per ton processing fee (by material type)...	<u>\$60.00</u>

Collection Service Agreement**December 9, 2013**

Exhibit 3d APPROVED FACILITIES – TRANSFER STATION	
1. Name of Transfer Station Facility.....	N/A
2. Location of Transfer Station Facility.....	
3. Proposer's role in the Transfer Station Facility.....	
4. Other contracting parties.....	
5. Name, telephone number and address of Transfer Station Facility owner	
.....	
.....	
6. Types of materials accepted	
.....	
.....	
7. Quantity of materials permitted by material type (tpd and tpy).....	
.....	
8. CalRecycle Permit Type and Number.....	
9. Local Land-use Permit Number	
10. Per ton transfer fee (by material type)	\$0.00

Collection Service Agreement**December 9, 2013**

Exhibit 4
CITY-SPONSORED EVENTS

The following is a schedule of the services that are to be provided by CONTRACTOR at CITY sponsored Special Events. At each event, according to the schedule below, CONTRACTOR shall provide an adequate number of Carts or Bins for recyclables and garbage, distributed and retrieved by CONTRACTOR, and serviced by CONTRACTOR OR CITY's crews. CONTRACTOR shall furnish the Carts or Bins, and service them at least once each day of the respective events.

Cesar Chavez (March)	Relay of Life
Heritage Days (June)	Little League (by request)
Fourth of July	Composting Workshops
Summer Concerts (August)	School Fundraising Activities (by request)
El Grilo (Sept)	E-Waste Recycling Collection Event
Menudo-Cook Off (Oct)	Paper Shred Day
Christmas Tree Lighting	Earth Day Celebration

Exhibit 5 TRANSITION PLAN

General Approach to Services

CONTRACTOR will provide all labor, supervision, materials, and equipment necessary to provide for the automated collection and disposal of refuse, and the automated collection and processing of recyclable materials and green waste or organic waste from single- (SFD), multi-family (MFD) and commercial cart customers. A residential sideloader, will be utilized for the collection of materials contained in wheeled carts of every specified size. These CNG vehicles have been specifically selected to reduce emissions, traffic, and wear and tear on streets.

Automated collection of all materials (refuse, recyclable materials, and green waste or organic waste) will occur per the service frequencies and per the minimum standards described in the Agreement. As is the current case, each resident will be supplied with a set of three containers—wheeled carts—for refuse, recyclable materials, and green waste. The default cart size for all customers, all waste streams, is 65 gallons, and CONTRACTOR notes that most SFD customers currently subscribe to 65-gallon refuse service. Containers will be provided in a consistent color scheme as the current system.

Cart collection services will be conducted in the same manner for MFD and commercial cart customers as for SFD customers. CONTRACTOR will also continually promote recycling participation at every opportunity to all customers through the methods indicated in our Public Education Plan.

CONTRACTOR will operate at all times in compliance with the CITY's desire to implement an environmentally progressive collection, diversion and public education plan that meet AB939 and AB431 requirements.

Commercial and multi-family bin customers will have their materials collected through use of the CNG frontloaders and heavy-gauge metal frontloader bins in contract-specific sizes. Customers that have restricted access or space constraints will be presented with container options tailored to their premises, such as a combination of frontloader and cart service. All commercial and multi-family customers will receive integrated recycling services via the initial site visits/audit that will take place prior to the start of service. Customers will be supplied with recycling services as indicated in our Diversion Plan, and Collection Operations Plan.

Industrial or debris box customers will have their materials collected through the use of the CNG roll-off vehicle and standard rectangular roll-off containers in contract-specific sizes. Similar to commercial customers, industrial customers that have restricted access or space constraints will be presented with container options tailored to their premises, such as a combination of debris box or frontloader service.

All vehicles meet and exceed the highest equipment specifications and safety standards in

Collection Service Agreement**December 9, 2013**

Exhibit 5 TRANSITION PLAN

the industry. CONTRACTOR ensures all vehicles are and will continue to be fully compliant with all environmental standards, rules, and regulations including those set forth by the US EPA, CAL/EPA, the California Air Resources Board (CARB), and the South Coast Air Quality Management District (SCAQMD). In addition, any new vehicle purchases will comply with SCAQMD Rule 1193.

Service interruptions due to mechanical breakdowns on route will be further minimized due to use of a standardized frontloaders. The CONTRACTOR's solid waste, recycling, and green waste routes, all generator types, are serviced by the same type of collection vehicle (identical cab, body, engine, etc.), which means that all trucks in the fleet will be available to provide back-up for either type of service to any generator.

Staffing Plan

CONTRACTOR will use only highly qualified personnel to perform all duties associated with this contract. CONTRACTOR will also seek to recruit San Fernando residents for open positions wherever possible and appropriate.

Number of Employees

The following staffing chart identifies the number of drivers and helpers that CONTRACTOR anticipates employing for the CITY contract, as well as the pool of departmental resources that we will draw upon in a number of relevant operational and administrative areas in order to service the CITY contract. As you can see, CONTRACTOR has the existing administrative and general operational infrastructure base already in place to service the CITY contract.

Staffing Chart

Collection Personnel	
Residential Refuse, Recyclables and Green Waste/Organics	3
Commercial Refuse, Recyclables and Green Waste/Organics	3
Bulky Item Collection	1
Industrial/Debris Box	1
Supervisory	.5
Container Delivery	.25
Maintenance	
Mechanics Pool	14
Call Center /Billing Representatives	
Customer Service Representatives <i>Local call center.</i>	48
Local Office – Dedicated Staff	
Billing/CSR/Outreach	1

Transition Plan Description

Exhibit 5 TRANSITION PLAN

A smooth transition is a critical element to the success of a new program and in building confidence and rapport with customers. A summary description of CONTRACTOR's past experience with new program and contract start-ups is included in CONTRACTOR's proposal.

The key personnel involved in the transition and the specific duties and responsibilities of each team member are delineated below.

To ensure a smooth and orderly transition, our Implementation Plan, particularly for the areas of for customer service and public information and educational outreach, commences upon the execution of our contract and extends well beyond the date of commencement of service. A preliminary Implementation Timeline reflecting the tasks identified below and corresponding target timeframes, is included in this section.

Key Personnel and Transition Team Members

At CONTRACTOR, the transition team leaders include **Ron Krall**, the CONTRACTOR's Area President; **James Pledger**, General Manager; and **Susanne Passantino**, Senior Area Municipal Services Manager, and **Vanessa Mapula**, Municipal Relationship Manager who, together, bring years of transition experience from some of the largest and most challenging municipalities in California.

Mr. Pledger will be responsible for rolling out the new services and working with German Hernandez, Operations Manager; Operations Supervisor; and CONTRACTOR's Field Route Supervisors (see *Staffing Chart*), regarding routing, collection schedule development, and service implementation and coordination, the Maintenance and Safety team, regarding equipment procurement, and Terri Boatman, Area Human Resources Manager, regarding any new employee hires, transfers and related employee training. This team will work with CITY Staff and service recipients to ensure a smooth and orderly transition to the new programs. Vanessa Mapula, Municipal Marketing Liaison, will serve as liaison to the CITY after the initial start-up phase.

Mr. Pledger, Ms. Mapula, and Operations Manager, along with the support of Ms. Passantino will administer the franchise, act as liaisons to the CITY, and work with CITY staff regarding contract administration, compliance and contract negotiations. They will also serve as contract representatives after the initial start-up phase.

La Lena Culberson, Division Controller, and Lisa Frazier, Billing Manager, will be responsible for developing the customer database, billing interface, and work order system and Duc Diep, Customer Service Manager, will implement all customer service procedures and related training programs.

Transition Planning and Organization

Exhibit 5 TRANSITION PLAN

Initial Scoping Session

Immediately upon contract award the key transition team members (referenced above) will meet to review and outline all program requirements and specific requirements of this contract. The team will outline all program objectives, key contractual requirements, timelines, and important milestones, as well as to assign specific responsibilities related thereto. An overall detailed implementation and transition plan, based on the above and the general Implementation Plan included in this section will be developed the week following contract award, as well as a summary outline of all operational and administrative obligations and requirements pursuant to the contract.

Transition Team Responsibilities

This transition team will be responsible for implementing the transition plan and ensuring a smooth service expansion into the service area(s). The plan will include finalizing routes, procuring the quantity and type of vehicles and equipment needed, identifying and training personnel, planning and coordinating the distribution of containers, preparing informational and educational materials for residential and commercial customers, rolling-out a public education and informational program during the start-up period (and thereafter), developing and implementing customer service programs and conducting CSR and employee training, surveying and accurately identifying customers and customer account information including service levels, billing and service address information, contact persons, etc., and setting up accounts for work-order processing, billing purposes and reporting to the CITY.

A key component of the plan will relate to the cooperative coordination with other current haulers in the service area(s) relating to obtaining customer account and route information, written communications with customers, and the actual container delivery and exchange process prior to the start of service. CONTRACTOR wishes to assure the CITY that we are committed to working flexibly with the outgoing service provider to accomplish a smooth transition.

In addition to implementation responsibilities, our key personnel will maintain ongoing involvement with community relations activities, civic organizations, public education, and program promotion in order to further the program objectives and maintain visibility and a good standing as a responsible and involved corporate citizen.

CONTRACTOR's key transition team members will meet once a week (or more frequently, depending upon the circumstances) throughout the start-up phase of the transition to ensure that all goals, objectives, and timelines are met and adhered to. CONTRACTOR's designated contractor representatives will meet and/or communicate with the CITY weekly, with updates regarding the implementation and transition process.

CONTRACTOR will also develop a Continuous Improvement (CI) local team. This team will

Exhibit 5 TRANSITION PLAN

have a representative from each key department (i.e., the team is composed of a customer service representative, a driver, a public education staff person, a maintenance team member, a representative from the landfill and recyclables processor, etc.). The CI team will meet on a regular basis to ensure that all program objectives are met and to ensure that CONTRACTOR QA/QC objectives are met.

Customer Service during the Transition

General

CSRs will handle service and billing-related inquiries and customer concerns and requests with the utmost courtesy, promptness, and efficiency. CONTRACTOR CSR undergo extensive training, upon hire, and on an ongoing basis to ensure the highest quality of service to our customers. CONTRACTOR representatives are trained in customer service techniques, know how to navigate the required phone systems, follow the required protocols for customer call backs, understand CONTRACTOR's protocol and policies for responding to any service and billing-related calls, use the automated customer call log and work order system (InfoPro) to log all calls made and received, as necessary, and process and close all work orders produced through the system. A CSR supervisor is available at all times to handle unusual or difficult situations.

CSR Reference Manual

The members of the transition team will develop a Customer Service Training Manual that incorporates all key program and contract information, issues discussed during transition team meetings, input from the CITY, and public education and outreach materials. These materials will contain everything the CSR needs to know to work with San Fernando customers (i.e. customer courtesy, program details, processing work orders) and will outline how to access and use CONTRACTOR's computerized customer call log and work order system as it relates to any unique requirements of the new program.

CSR Training for New Program Implementation

Prior to program implementation, CONTRACTOR undertakes extensive training and cross training of all CSRs and dispatch personnel. The customer service training also involves drivers, supervisors, billing clerks, additional personnel and general department heads that may have communication with customers or the CITY. CONTRACTOR's implementation plan includes regular staff meeting dates that will be held prior to the start-up of service. However, due to the importance of the customer service function, ongoing meetings, in-between these regular staff meetings, will take place with our Customer Service Department and upper management to ensure that these important team members have a comprehensive understanding of all aspects of the program.

In addition, CONTRACTOR dedicates an additional employee to the customer service effort

Exhibit 5 TRANSITION PLAN

during the transition, to act as expediter for dealing with transitional issues, including making site visits to customers or the CITY to resolve any issues that may arise. The procedures used at the commencement of a new contract are as follows:

- 1) Every CSR gets a copy of key contract provisions (contract abstract) relevant to their responsibility and, subsequently, receives training by senior managers. This includes, for instance, information regarding rates, service types, billing and payment procedures, pick-up schedules, hours of collection, container set out requirements, procedures regarding additional containers and container replacement, extra pick-ups, special services/bulky item collection procedures, overage allowances, drop-off programs (if applicable), information regarding the proper materials preparation, the list of recyclable material and acceptable green waste, qualifications for fee discounts and the application process (if applicable), holiday schedule, scavenging issues, and the general do's and don'ts of solid waste, recycling, and green waste. CSR's are also educated about waste reduction and diversion promotion, re-use programs (and the non-profit organizations involved), commercial/multi-family recycling programs (as applicable), and other related topics. All of the above items are also included as part of the ongoing training (including the quarterly training sessions) of CSRs.
- 2) All CSRs are included in the initial review of all program materials prior to distribution including the preparation of the introductory mailer and instructional brochures (as applicable).
- 3) All CSRs are supplied with a surplus of mailers and brochures to be distributed to customers upon request.
- 4) The CSRs are supplied with the phone number and address of previous contractors, if necessary, for referral regarding prior billing issues or old container pickup, for example.
- 5) CONTRACTOR CSR in-house language capabilities include English, Spanish, and Mandarin.
- 6) All CSRs have on-line access to the CONTRACTOR customer data base and InfoPro system which includes billing information/aging, owner and service address information, contact person, service levels (i.e. number and size of containers, and frequency/pick-up days of each container, etc.), special service requirements (i.e. special pick-up times, remote controls, scout, push-out, backyard service, etc.), recycling services, dwelling units per service address, and, of course, customer comments that have been inputted into the system for each individual customer as well as the customer's work order history (i.e. dates and types of complaints or inquiries, service requests and the corresponding resolution thereof). As such, there is generally no need for a CSR to transfer a customer from one department to another to get an issue resolved. This helps to ensure a smooth transition and quick resolution of a customer's issue during the critical period at the commencement of new programs and services in the CITY as well as ensuring a quick and complete service response thereafter. **In San Fernando, CONTRACTOR will also**

Exhibit 5 TRANSITION PLAN

have a dedicated Recycling Coordinator/CSR that can accomplish the aforementioned billing and customer service functions.

Equipment Acquisition

Vehicles

CONTRACTOR will have all of the necessary vehicles in place to commence franchise services in the Service Area., in accordance with the *Agreement*.

CONTRACTOR will coordinate with the CITY to ensure the vehicles reflect all signage and painting requirements as specified in the *Agreement*. By starting this process early in the transition phase, the CITY can be assured that the trucks will reflect the proper look and message when collection operations begin, and throughout the life of the contract.

Under a swift timeline, such as indicated in the *Transition Plan*, CONTRACTOR will allocate collection vehicles from its existing fleet, and any new CNG vehicles will be procured as needed.

Carts

CONTRACTOR will be able to have all carts and bins delivered to the customer on time, according to the timeline indicated in *Transition Plan*.

Initial orders will be based upon customer response to CONTRACTOR's Level of Service Confirmation outreach, the current quantities/sizes of containers in place, as well as CONTRACTOR projections of cart size migration based on new rate information and CONTRACTOR experience. CONTRACTOR maintains a surplus inventory of approximately five percent, with quantities of particular sizes and colors scaled to match customer demand.

Cart Delivery

CONTRACTOR will conduct house-to-house cart delivery by teaming with MBE subcontractor, Container Management Group. CONTRACTOR supervisors will accompany the cart delivery personnel in order to perform a quality control check and verification that the correct container size is being delivered to the correct address.

A simple cart delivery approach that is not inconvenient or confusing to residents will be developed with the CITY. Containers will be delivered in geographic/route clusters over a condensed time period. CONTRACTOR estimates carts will be delivered within a period of two to three weeks. Customers will be notified via a postcard of their delivery week informing customers that cart deliveries will take place on their scheduled collection day, to place old carts at the curb for the exchange to take place on that day, and that as soon as they receive their new carts they may begin to use them. CONTRACTOR understands that, under this scenario, the outgoing contractor may then be servicing the new CONTRACTOR-owned carts until the operations start date. The postcard will also inform customers that unless the

Exhibit 5 TRANSITION PLAN

CONTRACTOR hears from them, 65-gallon carts for each waste stream will be delivered on that day. The post-card will also ask customers if they would like to request additional recycling or green waste/organics carts at this time.

CONTRACTOR or its subcontractor, working behind the outgoing contractor's collection crews, will retrieve the old carts and deliver them to a staging area. Residents will also receive an informational flyer on container placement, program dos and don'ts, CONTRACTOR's contract start date, and contact information attached to their cart at the time of delivery. CONTRACTOR will come back through each delivery route at the end of each day to do a final sweep, picking up old stray carts and ensuring that each customer has a full contingent of new carts.

Bins and Bin Delivery

Bin sizes initially ordered will reflect existing service levels with some migration due to any rate changes, initial assessments, and the implementation of SSR recycling collection services. As commercial/MFD initial assessments are conducted, bin or cart sizes and the customer database will be refined. This information will be sent to bin manufacturers as an update. CONTRACTOR will work with the outgoing contractor to develop a schedule to ensure customers are not left without a container. Once new containers arrive, they will be delivered to commercial customers on collection day after containers are serviced. **CONTRACTOR will deliver new trash and recycling containers and pull in old, empty containers removing them to an agreed upon staging area from which the outgoing contractor will remove them. This arrangement is always agreeable to the previous service provider as it saves them a tremendous amount of time and expense in managing the retrieval of their own containers.**

All container deliveries, carts and bins, will be managed by a dedicated Container Delivery Manager who will be responsible for ensuring timely and accurate containers deliveries. This individual will follow up to ensure that the customer database accurately reflects the containers ordered and delivered. This information will be reported to the CITY in the form of a weekly status report. Once the project is complete, the CITY will receive a final report and recap of the new customer database, if desired.

Route and Customer Database Development

As a key component to our start-up and transition, CONTRACTOR will conduct a route survey and field audit throughout the service area. CONTRACTOR personnel have already conducted a preliminary field survey in the service area(s) as a precursor to submitting this proposal. This preliminary fieldwork will be expanded as part of the full audit to be conducted by CONTRACTOR during the pre-startup phase.

As may be necessary, CONTRACTOR will work with the CITY and out-going contractors to

Exhibit 5 TRANSITION PLAN

receive customer information as soon as possible following contract award.

Preliminary Customer Database Information

Initially, CONTRACTOR will use the customer account information received from the CITY and outgoing hauler to create a preliminary database suitable for routing the residential service sector and to create our preliminary customer database that will form the basis for future billing and work order preparation. CONTRACTOR plans to complete this step through receipt of data files from the CITY and the existing hauler.

Development of Routing System and Route Sheets

Prior to commencement of collection service, CONTRACTOR will create a routing system to enable the production of route sheets and route maps to be used (daily) by our drivers (and updated daily for service level changes). Through the use of our RouteSmart routing system (which accepts down-loaded data from InfoPro), CONTRACTOR will create optimal sequential routing, route entry and exit points, and sequential routing printouts (route sheets) and computerized route and base maps for the areas to be served. The routing information will be up-loaded back into InfoPro which will then create a route number for each service recipient account in our database (which will, among other things, facilitate future automated work order preparation). For residential cart service route sheets for each driver will be created and updated periodically as needed. Any modifications to the previous week's route will be reflected on an updated route sheet.

CONTRACTOR will design and develop routes in an effort to minimize impacts on service recipients and to reduce emissions, and wear and tear on CITY streets. To the extent possible, CONTRACTOR will develop route patterns and schedules in view of the current collection schedules to minimize service interruptions and unnecessary confusion to residential and multi-family accounts. However, **our proposed collection schedule as outlined below is currently based on the CITY's goal to reduce SFD service dates, which CONTRACTOR is pleased to have accomplished.** A goal will be to develop route entry and exit points to avoid highly congested areas and peak traffic times, as well as all safety sensitive areas including schools, as much as possible. Routes will be provided to the CITY 60 days prior to the commencement of CITY Services and will provide map data in a GIS format that is compatible with the format used by the CITY, to the extent possible.

In addition to the above, CONTRACTOR will pay close attention to the following issues when developing routes:

- **Hours of operation.** CONTRACTOR determines the number of vehicles to be utilized and the ways in which these vehicles will be routed given the parameters of collection hours that are specified by the Agreement.
- **Traffic patterns.** CONTRACTOR attempts to design routes that are opposite to peak traffic patterns within the service area(s), to the extent possible or applicable. This is not

Collection Service Agreement**December 9, 2013**

Exhibit 5 TRANSITION PLAN

only beneficial to the service area thereby reducing vehicle idling and emissions, but increases CONTRACTOR's collection efficiencies.

Coordination with Street Sweeping Schedule

All new routes will be developed on coded CITY parcel maps and accompanied by sequential routing printouts. Street sweeping services will be coordinated to the CITY's Collection services schedule.

Customer Transition Period Outreach

CONTRACTOR will utilize the following outreach components to initiate services.

Written Notices and Outreach Materials

Ongoing outreach materials are discussed in *Public Education Plan*. This section deals strictly with the distribution of materials during the transition phase. The information contained in these collateral materials shall be based on the *Agreement* specifications and the outcome of a collaborative process between the CITY and CONTRACTOR. The CONTRACTOR will distribute materials prior to program commencement and on an as-needed basis to customers. All outreach materials will be printed in English and Spanish, in color, will be approved by the CITY, and shall include but not be limited to all or a combination of the following information:

- *Service Area Name*
- *CONTRACTOR Contact Information/Public Works Contact Information*
- *Regular and Special Collection Services Available (including bulky item, universal waste, used-oil collection service, and Sharps) with pictures of acceptable recyclable and green waste material and "how to" instructions*
- *Collection Schedule/Holiday Collection Schedule*
- *Other Pertinent Information*

The following information will be developed and approved by the CITY for distribution.

Service Transition Postcard

CONTRACTOR will, in advance of the contract start date and in accordance with the finalized *Agreement*, will prepare and mail a return postage paid postcard with cart size information and rates to each residential cart customer. In the event that a selection is not made by a resident, 65-gallon carts will be provided by default. Residents will be entitled to additional recyclable and green waste or organic carts, at no cost, up to (2) 96-gallon.

Service Transition Mailer

After the customer data base information is retrieved from the CITY and the outgoing contractor and in addition to the Postcard mentioned above, the next step will be to send the

Exhibit 5 TRANSITION PLAN

Service Transition Mailer to all service recipients, introducing CONTRACTOR Services. This mailer will be submitted to the CITY in draft form for approval, prior to distribution. The Service Transition Mailer will announce the new program (with all pertinent details related thereto), start-up dates, and other key transitional information, as well as to introduce CONTRACTOR (with all relevant address and telephone information for customer service, hours of operation, etc.). Transition Mailers will include references to the detailed Instructional How-to Packets that will be distributed just prior to program start-up, which will include additional details regarding the new programs and requirements.

Community Meetings/Workshops

Prior to contract commencement, CONTRACTOR will conduct community meetings to inform all customers—of the new automated collection services. Two weeks prior to the community meetings CONTRACTOR will publish meeting information by written notice. The focus of the meetings will be to inform customers of pertinent program information including service enhancements. (CONTRACTOR will work with key community and business organizations to increase awareness regarding these meetings.)

Commercial/MFD Outreach

Additionally, commercial/MFD customers will receive initial site visits which will include recycling opportunity assessments, which are further described in *Exhibit 7 – Diversion Plan*.

Transition Timeline

The weekly transition timeline on the following pages reflects the elapsed time necessary for each of the items discussed in this section. The work-around for this compressed schedule for containers and collection vehicles have been described in this section. CONTRACTOR is completely confident in its ability to implement new services according to the currently scheduled start date.

Schedule of Key Operations Tasks To be Completed Prior to Start of Service

This schedule anticipates time requirements to accomplish tasks. It can be programmed to accommodate any contract award date and adjusted to reflect subtasks. Unless otherwise noted, all tasks are to be completed prior to the start of collection service.

- **Execute Agreement with CITY.** The official ramp up period begins, which triggers all other tasks, below.
- **Procure and Distribute Equipment.** CONTRACTOR procures collection vehicles and containers for the Service Area.
- **Conduct Route Shadowing.** Follow and document residential collection routes not currently operated by CONTRACTOR. Other information such as cart sizes and numbers will also be captured.
- **Conduct Commercial/MFD Initial Audits.** CONTRACTOR will audit all commercial/MFD premises to ensure an accurate database, and assess recoverability

Collection Service Agreement

December 9, 2013

Exhibit 5 TRANSITION PLAN

of the waste stream in order to offer the correct mix of services optimized toward recycling, green waste and/or food waste.

- **Database Matching/Finalize Routes and Route Maps.** Database information gleaned from route shadowing and auditing is matched against account information obtained from the previous contractor and/or the CITY.
- **Driver and Customer Review Sessions.** CONTRACTOR will conduct driver and customer review training sessions to ensure everyone understands service parameters.

Schedule of Key Administrative Tasks

- **Develop Public Education and Outreach and Other Collateral Materials.** The CONTRACTOR anticipates beginning coordination efforts with the CITY on an effective outreach campaign based on some or all of the ideas presented in this submittal. A review of all materials, including standard forms. The chart indicates an abbreviated period of two weeks to develop and print essential materials—which represents CONTRACTOR's minimum requirement.
- **Print Collateral Materials.** As soon as all collateral materials are developed and approved, printing will be expedited. This will allow CONTRACTOR to be ready to go to make the transition timeline.
- **Mail Introductory Packets.** Based on decision reached with the CITY, direct mail of introductory packets will be either at once, or in waves by route. Date indicated on implementation schedule is mailing start date.

Task	Nov			Dec				Jan				Feb			
		X													
Coordination Meetings		X													
		»													
Establish Local Office at CITY Hall								X	X						
								»							
Employee Training				X	X			X	X	X	X	X			
Develop Materials			X	X	X	X	X								
Approval/Printing				X	X										
					»										
Develop/Launch Website				X	X	X	X	X	X	X	X				
											»				
Conduct Outreach Campaign				X											
				»											
Initial Site Audits – Training				X	X	X	X								
Initial Site Audits – Perform									X	X	X	X			

Collection Service Agreement

December 9, 2013

Exhibit 5 TRANSITION PLAN

Route Shadowing										X	X	X	X				
Final Updates/Database									X	X	X	X					
Route Mapping										X	X	X	X				
Issue POs for Containers			X														
Update orders based on site assessment and subscription results				X	X	X	X										
Container Production and Transport								X	X	X	X	X	X				
Deliver Carts												X	X	X			
Deliver Bins											X	X	X	X	X		
Start Service																X	

Establishing a Local Kiosk for Billing and Customer Support

CONTRACTOR will provide a local kiosk offering residents, businesses and CITY staff with the transition to our billing system including local customer service assistance, public outreach, municipal liaison and other personnel involved in the CITY of San Fernando contract. CONTRACTOR proposes to provide this kiosk within CITY Hall, where residents currently can make a payment, ensure customers and CITY staff may easily redirect questions, concerns and/or service changes to CONTRACTOR's team for swift resolution. Further information is provided in Exhibit 8 – Customer Service Plan

Exhibit 6

PUBLIC EDUCATION PLAN

Public Education and Outreach

The objective of this section is to a) convey to the CITY of San Fernando CONTRACTOR's competency in developing and managing public education programs; b) relay CONTRACTOR's proposed plan for outreach during the transition period and beyond; and c) illustrate the CONTRACTOR's willingness to become involved in the community through a menu of ideas that serve as a starting point for ongoing conversations about public outreach and diversion objectives with the CITY of San Fernando.

All transitions and program changes require clear, consistent messaging to customers. The tact CONTRACTOR takes with public education and outreach is the same it takes with all facets of operations: practical and effective. People are generally inundated with information and heavily burdened with responsibilities. Key to program success is breaking information down into practical and digestible chunks—presented simply and colorfully, and simultaneously providing customers with motivating reasons for cultivating new recycling behaviors. It is also important to point the way to additional resources and information for those who may be interested, which CONTRACTOR will accomplish through its recycling coordinator, links to resources posted on its website, and through distribution of general environmental content distributed at events and through presentations.

Even though it is known that a consistent message repetitively delivered via a variety of mediums in an abbreviated, creative way is most effective, once the desired behavior is adopted by the majority of customers, it must be regularly reinforced to sustain changes long-term. Finally, it is helpful to highlight the positive difference one person's good recycling practices makes. CONTRACTOR will do this through recycling reports which will be provided to the CITY and may be posted to its quarterly, website and or communicated to customers through newsletters.

Proposed Outreach Theme – "San Fernando Recycles"

In the CITY of San Fernando, CONTRACTOR is proposing to introduce, through a variety of advertising mediums, a program called "**San Fernando Recycles**" – San Fernando's new and enhanced menu of recycling programs and opportunities. "San Fernando Recycles" is a program designed for keeping trash rates low by supporting the community to take advantage of opportunities to increase recycling, raise awareness about conserving natural resources and making the CITY of San Fernando more sustainable community. The newsletters may also serve as an outlet to additional CITY Sponsored Events and more.

"San Fernando Recycles" Program Components

The following components comprise CONTRACTOR's friendly education and outreach

Exhibit 6

PUBLIC EDUCATION PLAN

campaign, which addresses all generator types. New versions of all materials described will be tailored to meet the specific needs of San Fernando generators serviced under this contract: single-family, multi-family, and commercial or industrial. *All collateral material will be published in Spanish and printed on recycled paper.* CONTRACTOR is providing one (1) full-time Recycling Coordinator dedicated to the CITY of San Fernando.

Commitment to Putting San Fernando First

CONTRACTOR is committed to reducing wear and tear on CITY streets at all levels and has identified areas to partner with local businesses to do business within the CITY and keep our services local such as printing of outreach materials, which are further identified throughout this section. CONTRACTOR will continue to actively recruit vendors from San Fernando to generate additional monies into the community.

"San Fernando Recycles" Web Site/Web Page

Because CONTRACTOR's website is key to communicating with all customers about all programs, it is considered here as a prelude to the remainder of the section. The following upgrades are being planned for the new website. A "San Fernando Recycles" web page will be established with a link within the Cities website to promote the program.

Per the *Agreement*, the website will include frequently asked questions, access to rates for collection services, listing and description of recyclable materials and organic waste, collection service schedules, and maps. Key customer service components of the website will include the ability to e-mail complaints and request services or service changes. Additionally, CONTRACTOR envisions the Customer Service and Billing Kiosk located at CITY Hall, described further in *Exhibit 8- Customer Service Plan*, to have web access such that they can assist customers directly with the website. Additionally, CONTRACTOR's Customer Service department is well versed and equipped to support customers with the website.

The website will also feature activities designed for children to learn more about the environment and recycling using puzzles, games, and/or word searches. There will be a link to CONTRACTOR's school education programs, discussed later in this section.

Single Family Program (SFD) Campaign Components

The following components will be part of the collateral materials CONTRACTOR develops for its single-family customers. These same materials will be utilized for multi-family customers who reside in complexes of two through five units. All collateral materials will continue to be published in Spanish. Please note CONTRACTOR does offer many cities outreach in multiple languages and can offer this to the CITY as an option.

- Initial Post Card Mailing – (Cart Transition)

Exhibit 6

PUBLIC EDUCATION PLAN

CONTRACTOR will, in advance of the contract start date and in accordance with the finalized *Agreement*, will prepare and mail a return postage paid postcard with cart size information and rates to each residential cart customer. In the event that a selection is not made by a resident, 65-gallon carts will be provided by default. Residents will be entitled to additional recyclable and green waste or organic carts, at no cost, up to (2) 96-gallon.

- **Initial Post Card and Mailing – (Upgrade in Service and “San Fernando Recycles” Introduction)**

CONTRACTOR will, in advance of the contract start date and in accordance with the finalized *Agreement*, will prepare and mail an initial mailing to all customers explaining the transition from the existing to new programs, describe the new program enhancements, and provide an introduction to “San Fernando Recycles.” The mailing will highlight recycling and diversion programs available, special services available, holiday collection schedule, proper handling and disposal of HHW, and CONTRACTOR contact information, at least. The initial mailing will be tailored to meet the collection specifics of each generator type.

- **Instructional How-To Packets (“San Fernando Recycles” Handbook and Brochure)**

Based on the customer database records obtained from the CITY/previous hauler which have been verified by CONTRACTOR, customers will receive an introductory packet delivered with their new carts/containers (transition) or via direct mail (new customers, ongoing) prior to the start date that will briefly introduce CONTRACTOR, explain the transition, and ask customers to confirm their level of service. Key transition dates, such as container delivery and start of service will be provided in the mailing, as will referrals for more information. These packets will be used primarily for transition, however, service guides will be used when new service is established for any customer, and will be updated from time to time with program changes.

- **Billing Inserts**

As per the Agreement, CONTRACTOR will prepare, print, and distribute inserts with CITY approval. CONTRACTOR proposes to align and incorporate the distribution of inserts and or newsletters with quarterly drop-off events, key CITY Sponsored events, and other community involvement activities. Inserts will be focused on generating increased diversion and CONTRACTOR will utilize observations of trends and common collection challenges to inform its topic choices and approach.

In addition to the above, contract-required outreach efforts and initiatives, CONTRACTOR will also produce the following enhanced customer outreach components which are, in the CONTRACTOR’s estimation, important components of any program.

Exhibit 6

PUBLIC EDUCATION PLAN

- Quarterly Newsletters

CONTRACTOR will provide quarterly newsletters as program enhancement in the CITY of San Fernando, newsletters will feature on-going "how to" promotions to encourage residents to maximize the "San Fernando Recycles" program offerings. CONTRACTOR's San Fernando Recycling Coordinator will reach out to CITY staff to receive any information, articles, and announcements or photographs to incorporate in the newsletters. Additionally, as part of the annual contract management process, the Recycling Coordinator will the calendar CITY Sponsored Events.

- "San Fernando Recycles" Corrective Action Notice (Oops Tag)

Corrective Action Notices are tags that drivers leave that indicate set-out problems, and are tailored to residential and commercial generator types. These tags can be used as a courtesy notice, or as a notice of non-collection when so marked. When used as a courtesy notice, the materials in question are taken, but customers are informed of the improper element of their set-out and advised of what to do to ensure a proper set-out for next collection. When used as a non-collection notice, the cart in question is not collected, and the customer is advised of the exact problem. The problem must be corrected prior to the following week's service. Use of *Oops Tags* are an important component of developing good recycling behavior amongst customers.

CONTRACTOR's Corrective Action Notice, or Oops Tag, will be utilized in one of two ways, depending upon CITY of San Fernando preference. The tag can be utilized regularly by drivers, whenever improper set-outs are observed, or it may be used as part of a campaign, where, for example, one route will be focused on per month, and Corrective Action Notices issued during collections in that month. The one exception to limited Corrective Action Notice distribution via campaign would be in cases where serious or unacceptable, recurring set-out problems by a particular customer or household are observed by the route driver. Naturally, Corrective Action Notices will be used a whenever a collection is unacceptable for health and safety reasons or due to an unpermissible level of contamination is observed in either the recyclables or green waste cart, which warrants the attention of the customer to clean up the materials or have the materials disposed of as MSW. When drivers turn in their Corrective Action Notices, the information is input into a database, and used for detecting behavioral patterns or trends that need correcting via CONTRACTOR's public education and outreach program.

Multi-Family Program Campaign Specifics – Compliance with AB 818

Multi-family residents are generally more transitory than the single-family population, and therefore require a specialized approach and materials to make collection programs effective. Also, each complex is under unique management, and so CONTRACTOR suggests a tailored approach to its MFD public education and outreach program. Reviewers

Exhibit 6

PUBLIC EDUCATION PLAN

should note that CONTRACTOR will supply ongoing recycling technical assistance to its multi-family customers as indicated at the conclusion of this section. First, information gathered during the audit process will be helpful in ascertaining the way in which MFD owners/managers prefer to work. Some managers prefer that information flow through them to tenants, some prefer the CONTRACTOR take the lead in communicating directly with residents. In either case, program elements will be the same; how such elements are distributed will comprise the variances in program logistics by complex. Emphasis will always be placed on educating people at the collection point. Not only is this an area the CONTRACTOR can easily have influence over, but it is a common area within the complex, and the place residents must frequent to dispose of their waste. The following additional program elements will be developed with the CITY's approval:

- **Complex Manager Information**

An information flyer will be developed especially for MFD complex managers providing a brief synopsis of program and corresponding contact information. This flyer will include information on regular service features: refuse, recycling and green waste collection services, but will also include information on special services such as holiday tree and bulky item collection services. As specified in the Agreement, complex managers will receive this general information annually—specifically information pertaining to the bulky item program.

- **Container Labels**

Frontloader containers, carts and debris boxes will be labeled in accordance with the Agreement. These will include warning and acceptable content labels. For example, recycling bins will be labeled as forbidding refuse, and will display a label describing acceptable contents. All labels will employ simple line graphics to convey general messages.

- **Collection Point Posters**

It is common to receive, from MFD managers, requests for program information to post at collection points or other common areas. This is an effective outreach mechanism since the message is posted at the place of materials discard, and often there is room for posting, such as on an enclosure wall. Posters will be laminated and posted by CONTRACTOR at collection points, with complex permission, just prior to transition between contractors. Route supervisors will inspect collection points to ensure collection point signage (including container labels) is maintained. Also, CONTRACTOR drivers will be asked to replace posters as needed.

- **MFD Recycling Technical Assistance**

CONTRACTOR will provide education, outreach, training, follow-up, troubleshooting, monitoring, data collection, and program evaluation services for commercial, institutional,

Exhibit 6

PUBLIC EDUCATION PLAN

and multi-family customers. Providing such services on the premises of customers is referred to as *recycling technical assistance*. All customers will receive an initial assessment, and larger generators and commercial customers that request it will also receive the more intense, recycling technical assistance described herein annually. Again, this will ensure the CITY is in full compliance with AB 32, AB 341, and AB 818.

- **Recycling Workshops**

CONTRACTOR's Recycling Coordinator (or Public Outreach Specialist) will assist in the establishment and maintenance of MFD and commercial recycling programs and will help supply on-site recycling technical assistance and workshops. In addition to following up with MFD managers to address their questions, concerns, and any real or perceived obstacles to full participation in CONTRACTOR's MFD recycling program, the Specialist will also offer on-site workshops for interested residents to instruct them on "how to" use the recycling program, relay the benefits of recycling, and answer questions.

- **Multi-Family Recycling Tote Bags**

In conjunction with the initial outreach efforts, to be conducted within the start of the new service implementation, CONTRACTOR will supply bags at no additional cost for each multi-family unit (at least 3 units or more with a maximum of 2,000 bags) to utilize to transport materials from their residence to their recycling bin or cart. These bags are purposed to make recycling as convenient as depositing trash into a receptacle and offer a collection container to areas that may be space constrained. The Multi-Family Tote bags have been beneficial tools for many multi-family municipal customers and can be designed in conjunction with the CITY for distribution at the inception of the contract.

Commercial Program Campaign Components

Commercial generators are more receptive to recycling programs when two elements are present: a) the opportunity to save money; and b) when the program is easy to use, such that staff time to manage waste is minimal. Knowing this, CONTRACTOR auditors will emphasize these points during CONTRACTOR's initial recycling opportunity assessments. Outreach materials will be combined in a manner that addresses customer need, and submitted to customers during the audit process or in a subsequent mailing. Materials will be mailed if personal contact cannot be made between CONTRACTOR auditors and business managers during the initial assessment process.

- **Informational Flyers**

CONTRACTOR will develop a new set of informational flyers, one each addressing the following business types: a) retail; b) business office; c) restaurant and bar; and d) manufacturing. Each flyer will highlight recycling opportunities for the applicable business

Exhibit 6

PUBLIC EDUCATION PLAN

type, and will discuss program logistics—both for refuse and recyclable materials. Also, a specific flyer will be developed for roll-off customers that details recycling options, debris box sizes and the like.

- **Service Agreement and Rate Matrix**

A standard service agreement will be provided to San Fernando businesses. A rate matrix will be developed depicting the published rates for commercial refuse and recycling based on container size and frequency of service. During the initial recycling opportunity assessment period, garbage and recycling options will be presented, with heavy emphasis on recycling. The goal will be to demonstrate to customers the benefits of recycling by educating commercial customers on the deep rate reductions available with CONTRACTOR's proposed rate structure, which is highly motivated by increasing recycling service.

- **Container Labels**

FEL bins or MFD/commercial carts will be labeled in the same manner described above.

- **Recycling Workshops**

As mentioned in *Multi-Family Program Components*, above, recycling workshops will be offered to those businesses with a need for or that request such a service.

- **Miscellaneous Collateral Materials**

It has been CONTRACTOR's experience that often a particular business may need specialized outreach materials, such as information flyers to post in lunch rooms, or directives to send to each employee. The CONTRACTOR is committed to developing such materials, as requested by customers on a case-by-case basis. Generally, if is within the CONTRACTOR's power to produce an item that will make recycling programs success, CONTRACTOR will produce and deliver that item to its customer.

- **Commercial/MFD Recycling Technical Assistance**

CONTRACTOR will provide education, outreach, training, follow-up, troubleshooting, monitoring, data collection, and program evaluation services for commercial, institutional, and multi-family customers. Providing such services on the premises of customers is referred to as *recycling technical assistance*. All customers will receive an initial assessment, and larger generators and commercial customers that request it will also receive the more intense, recycling technical assistance described herein annually. Again, this will ensure the CITY is in full compliance with AB 32, AB 341, and AB 818.

CONTRACTOR's Good Corporate Citizenship

Public Education and Community Enhancements

Exhibit 6

PUBLIC EDUCATION PLAN

Earth Day

In celebration of Earth Day (or on Arbor Day depending on the CITY's preference) CONTRACTOR will donate 100 oak trees grown at Sunshine Canyon Landfill to the CITY. CONTRACTOR's Sunshine Canyon Landfill has one of the largest nurseries in the county and grows oak trees from seedlings. CONTRACTOR proposes to work with the CITY to select oak trees or other tree types for growing in our nursery and planting within the CITY.

CONTRACTOR will also work with the CITY and provide expertise and resources for San Fernando garden projects, streetscape projects, and designated tree focus areas as specified in the *Agreement*. CONTRACTOR agrees to fund the aforementioned activities and services in accordance with the *Agreement*.

Neighborhood Watch Clean-Up

CONTRACTOR proposes to develop and support a vibrant and engaging community effort in San Fernando, by partnering with local Police Department or other organizations and CITY Departments, to create an annual Neighborhood Watch Clean-Up. The focus of this event will be to engage the entire community to participate in a neighborhood cleanup, provide a unique opportunity to collaborate with the community and work with Lead Officers within the Police Department and the CITY's Department of Public Works. CONTRACTOR will provide roll-off boxes to collect recyclables, bulky item and green waste material as needed, gloves, rakes and essential tools for participants. CONTRACTOR will recruit volunteers, including its very own local team of volunteers to aid in a large-scale community clean-up and neighborhood watch experience. CONTRACTOR proposes to target the North and South End of the CITY for the 2014 clean-up event.

Community Recycling Rewards Block Party

Following the clean-up or perhaps to compliment the My CONTRACTOR Rewards Program, CONTRACTOR proposes to offer a Community Recycling Rewards Block Party to recognize and celebrate the community's environmental stewardship. Provided below is an example of an event CONTRACTOR hosted with the San Fernando Recreation Center. The event was a huge success; students played a game called "What Goes Where" and the "Ultimate Recycling Machine" designed to engage students and the community to think: reduce reuse recycle, and understand more clearly recycling do's and don't's.

Community Involvement

CONTRACTOR has identified the following current CITY sponsored events, and additional community events, organizations, and projects to assist with in the Service Area and will work directly with the CITY Council and CITY to seek out additional opportunities to contribute. Assistance may take the form of donated service; educational programs, presentations, and demonstrations; school-related events and projects; and other in-kind

Exhibit 6

PUBLIC EDUCATION PLAN

contributions. Again, CONTRACTOR is committed to being a partner the CITY can count on.

Current Sponsored Events:

- Cesar Chavez (Mar)
- Heritage Days (Jun)
- Fourth of July (Jul)
- Summer Concerts (Aug)
- El Grilo (Sept)
- Menudo-Cook Off (Oct)
- Christmas Tree Lighting (Dec)

CONTRACTOR Proposed Events & Organizations:

- Cesar Chavez Scholarship & Commemorative Events
- Little Leagues (by request)*
- Composting Workshops*
- School Fundraising Activities*
- Paper Shred Day*
- Earth Day Celebration*
- Composting Workshops*

Community Investment Fund – Recycling Revenue Sharing

CONTRACTOR proposes to establish a recycling revenue share program with the CITY where CONTRACTOR will return \$10,000 annually from the proceeds from the sale of recyclable materials to the CITY towards an annual community investment fund. On an annual basis CONTRACTOR proposes that each CITY Councilmember will select an annual event, program and/or CITY organization to provide \$2,000 (or alternatively the entire will council allocate the funding all at once annually.) Programs may include any of the aforementioned CITY Sponsored Events, Community Involvement activities or new programs established in the CITY. The goal of the program is to encourage recycling from all sectors and provide a stable source of monetary contributions to support San Fernando to thrive and become a more prosperous and sustainable CITY.

Cesar Chavez Scholarship

CONTRACTOR will contribute \$1,000 annually, to college-bound seniors through the Cesar Chavez Scholarship Program. The criteria for winning a scholarship could be an essay to discuss the cultural importance of the Cesar Chavez movement specific to San Fernando or Cesar Chavez's impact on the environment or other such themes. CONTRACTOR would extend its scholarship through the CITY Council or Cesar Chavez Committee to judge the received scholarship applications and essays to determine winners.

Facility Tours

CONTRACTOR will offer and promote free educational tours of any of its local facilities to community and school groups. Most recently CONTRACTOR has unveiled its new education center at Sunshine Canyon Landfill and a new Eco-Center at CONTRACTOR Services Recycling Complex located in Anaheim.

Community Safety Initiative – We're Looking Out for You

We're Looking Out for You is CONTRACTOR's crime prevention and safety watch program. The program enlists the active participation of CONTRACTOR collection personnel in

Exhibit 6

PUBLIC EDUCATION PLAN

cooperation with law enforcement and emergency services to reduce crime and maintain neighborhood safety.

Education for Schools

CONTRACTOR is the only service provider that services all of the grade schools, Colleges and Universities identified on the CITY of San Fernando website including elementary, middle, high school, Cal State University Northridge, Los Angeles Mission College, Los Angeles Valley College and adult and continuation schools. CONTRACTOR's rich experience and tenure serving the San Fernando Valley and servicing the aforementioned schools is a testimony to the Companies expertise and commitment to provide education and outreach curriculum focused on waste reduction strategies. CONTRACTOR's school recycling education programs are uniquely designed to bolster diversion and institute innovative and environmentally sustainable programs for students, faculty and staff's environmental enrichment.

Although CONTRACTOR offers tailored waste reduction strategies for higher education institutions, as described above, the focus of this section will be on grade school education and outreach programs, as it is our belief the earlier we engage students to recycle and protect the planet the sooner recycling becomes second nature.

Extending CONTRACTOR's State-of-the-Art LAUSD Programs to ALL San Fernando Schools

In 2012, CONTRACTOR was awarded the exclusive solid waste management contract for the Los Angeles Unified School District (LAUSD,) the second largest school District in the nation, consisting of over 900 schools and facilities. The District asked CONTRACTOR to help meet ambitious recycling and cost reduction goals including reducing garbage volume and cost by 20% and getting recycling in every classroom.

Since this time, CONTRACTOR has implemented a training and education program that offers some of the most innovative and comprehensive programs in schools cafeterias, maintenance areas, lunch areas, and classrooms designed to introduce green measures for all audiences and maximize recoverability from the waste stream. Through CONTRACTOR's established partnership with LAUSD the CONTRACTOR is charged with supporting the District's goals to become the "greenest school District in the nation." CONTRACTOR is incredibly committed to the success of LAUSD's aforementioned goal. CONTRACTOR firmly believes sustainability of the planet is in the hands of future generations. As such, schools recognize the necessity to play a leadership role in environmental education and action.

CONTRACTOR understands the majority of the CITY's grade schools are a part of the LAUSD system, however working with the CITY, CONTRACTOR proposes to engage all of San Fernando's grade schools, including those that are not comprised within the LAUSD

Exhibit 6

PUBLIC EDUCATION PLAN

structure, in sustainability efforts and offer them the tools to be as green as LAUSD. The following is a list of menu items CONTRACTOR provides to the District that CONTRACTOR will offer to all of San Fernando's schools:

Recycling Education and Training Program

CONTRACTOR will extend the support and resources of our 8 dedicated LAUSD Recycling Trainers and offer the same advanced training and technical support to the students, teachers and faculty at all of San Fernando's grade schools. In fact, San Fernando and all schools located in the District's North Educational Service Center will have direct access to their own dedicated LAUSD Recycling Trainer. CONTRACTOR's ultimate goal is to encourage that each school implement a recycling program and generate ongoing participation to increase diversion for not only LAUSD but for San Fernando.

Key Recycling Education Program Components

- In classroom containers
- Additional Classroom Recycling Carts
- Recycling Education Tools
- Lunchtime Recycling
- Cafeteria Recycling
- Office Area Recycling
- Breakfast in the Classroom Recycling Program – *prevalent at ALL San Fernando Schools*
- Innovative Incentive Programs
- Support with School Recycling Fundraisers
- Community Presentations for Parents, Families and the Community
- Large Venue Recycling Event Assistance

CONTRACTOR will commit to providing recycling education to San Fernando Schools that are not part of the LAUSD system with an emphasis on elementary schools. LAUSD students will also receive scholarship opportunities; however **CONTRACTOR has established an additional Scholarship opportunity specifically for San Fernando residents, through this proposal.**

Elementary Schools Program – and Organics Opportunities

Prior to the start of each school year, CONTRACTOR will send a letter to the elementary schools in San Fernando providing information and details pertaining to the availability and content of a once annual CONTRACTOR recycling assembly for grades preschool through Grade 3. In addition, the letter will highlight the availability of recycling curriculum and other classroom tools to engage students to recycle.

CONTRACTOR will also utilize this opportunity to engage schools to establish an organics

Exhibit 6

PUBLIC EDUCATION PLAN

composting program, via CONTRACTOR's Recycling Trainers. Through CONTRACTOR's active experience at each school, CONTRACTOR understands that Morningside Elementary has an active garden club and is primed for such a program. CONTRACTOR is interested in providing compost/worm bins, composting workshops, and or compost/wood chips to engrossed schools. Due to the time commitment involved in developing, implementing and maintaining a successful organics composting program, CONTRACTOR will work with each school to tailor organics programs such that they are supported by the School's administration, faculty, advisors, teachers and staff.

Assemblies with MRFY—The Recycling Robot

CONTRACTOR's *MRFy – The Recycling Robot* will be available to grades K-3 for assemblies and special events. MRFy is a fully automated Recycling Robot made from recycled parts whose purpose is to provide a fun and interactive approach to recycling. The presentation begins with a CONTRACTOR Services associate providing a short introduction and some fun facts about the CONTRACTOR, its services and the upcoming show. It then quickly follows with a re-cycle chant so MRFy knows it's show time. Once MRFy hits the stage he takes the lead through song, interactive questions and also inviting audience members on stage to identify pieces of recyclable materials.

After MRFy's presentation, a short video is shown. This Video is narrated by MRFy and shows where recycling material is sorted and what happens to it after it is thrown in the garbage. The presentation is then completed with questions and answers.

CONTRACTOR proposes to offer MRFY assemblies for an incentive/reward for Principals to engage students not only in recycling but academic performance, leadership and/or environmental stewardship.

Recycling Rosie Curriculum

CONTRACTOR proposes to offer use of its award winning Recycling Rosie curriculum to elementary schools, and will also offer assemblies, as well as other resources, to teachers.

The full curriculum is 86 pages and provides complete lesson plans for teachers. Curriculum objectives include:

- Introduce students to solid waste management systems and problems that arise when waste is not properly managed;
- Help students learn about the cyclical nature of the environment;
- Teach the three Rs of the solid waste disposal solution (reduce, reuse, recycle); and
- Encourage students to participate in recycling programs and to create additional solutions.

The full curriculum is available at:

Exhibit 6

PUBLIC EDUCATION PLAN

<http://www.CONTRACTORservices.com/Documents/recycle-rose-education-curriculum.pdf>.

Recycling Education for All Grade Levels

For all, including older school-aged children, there are additional resources downloadable for free from CONTRACTOR Services website, including a collection of 20 environmentally-themed videos, such as *A Cereal Box Goes Full Circle*, which traces the life cycle of a cereal box from market shelf, to CONTRACTOR's recycling processing facility, and back to market. *Cookie Wrapper Kite* shows creative uses for cookie wrappers, such as building a kite.

Another such video provides composting how-to information which would provide a hands-on learning experience for science teachers and students.

Videos are available to watch at:

<http://www.CONTRACTORservices.com/Corporate/EnvironmentEducation/recycling-videos.aspx>

Several other resources are available on CONTRACTOR's website, such as

- Kids Zone
- Recycle-Bowl Competition
- A national K-12 recycling competition with rich educational materials and group activities
- Waste In Place
- The flexible K-6 curriculum featuring 33 lessons on litter prevention, waste reduction, recycling, landfills, and more.
- Clean Sweep U.S.A.
- A fun and engaging educational site designed to supplement middle school environmental education curriculum.
- Toolbox for Community Change
- Offers full-color classroom posters, such as the "236 Million Tons of Trash" poster.

CONTRACTOR will provide links to all of its free educational resources in its annual letter to principals at the beginning of each year.

Summary of Approach

CONTRACTOR will focus on increasing the diversion of various reusable, recyclable, and compostable materials from these sectors, in accordance with the CITY's waste diversion and resource conservation goals. CONTRACTOR's aim is to maximize tons diverted and level of participation while minimizing materials contamination.

CONTRACTOR will provide practical advice, encouragement, and positive reinforcement to customers in support of these goals. CONTRACTOR will develop collaborative working

Exhibit 6

PUBLIC EDUCATION PLAN

relationships with the CITY of San Fernando and customers.

Conclusion

The elements conveyed in this section by generator type serve primarily as a starting point for development of diversion, education, and outreach program elements and collateral materials that align to the CITY's new diversion goals and new contract. These proposed elements are based on CONTRACTOR's present familiarity and experience in San Fernando, and will be designed to provide customers with the information they need in an abbreviated format that is appropriate and will appeal to the generator type in question, as well as provide good incentive for recycling. The objective of the program is to bring customers in line with the CITY's vision of sustainability with a bottom line result of a practical and achievable level of increased diversion.

CONTRACTOR cannot emphasize enough the fact that mining the MFD and commercial generators for recyclable materials is key to a steady increase in diversion over the term of the contemplated contract period. The objective of steadily increasing diversion cannot be met without a reasonable and ongoing effort to remind customers of their recycling options and the benefits of recycling, coupled with the necessary tools to perform recycling activities. CONTRACTOR believes the above outline encompasses all the basic elements to accomplish CITY objectives, and is open to the evolution of these ideas prior to the initial transition period and throughout the term of the *Agreement*.

Provided below, is a detailed summary of the Public Education and Outreach programs designed and tailored for the CITY's specific diversion program goals

Collection Service Agreement

December 9, 2013

Exhibit 6

PUBLIC EDUCATION PLAN

Public Education Programs * Enhancements are noted in red	Obligatory	SFD	MFD	Comercial	Schools
Website	Y	X	X	X	X
Postcard Initial Mailing	Y	X			
Introduction letter	Y	X	X	X	
How to Packet/Brochure	Y	X	X	X	
Billing Inserts	Y	X	X	X	
Quarterly Newsletter	N	X	X	X	
Oops Tag	N	X			
Complex Manager Information	N		X		
Container Labels	Y	X	X	X	
Collection Point Posters	N		X		X
Recycling Workshops	Y	X	X	X	
Multi-Family Tote Bags	N		X		
Informational Flyers by Business Type	N			X	
Service Agreement Matrix	N		X	X	
Commercial/MFD Technical Assistance	N		X	X	
School Education and Outreach	Y - enhanced				X
School Recycling Trainers	N				X
School Assemblies with MRFy the Robot	N				X
Scholarship Program	N	X	X		X
Public Education Enhancements					
Earth Day Celebration - 100 Trees!	Y - enhanced	X	X	X	X
Neighborhood Watch Clean-Up	N	X	X	X	
Community Recycling Block Party	N	X	X	X	
Community Involvement	N	X	X	X	
Community Investment Fund	N	X	X	X	X
Facility Tours	N	X	X	X	X
Community Safety Initiative	N	X	X	X	X

Exhibit 7

DIVERSION PLAN

CONTRACTOR is committed to providing the CITY with top-notch programs that will deliver increased diversion in a safe, efficient, and low-cost manner, and that also enrich the community. The chart below provides the basis for CONTRACTOR's diversion projections by line of business and overall minimum diversion rate guarantee of 50 percent on material collected by the hauler as per *Article 4 of the Agreement*.

It is important to note that Cal Recycle no longer reports diversion in percentages for Cities. Beginning in 2007, Cal Recycle implemented the **per capital disposal rate which is used as one of several factors in determining a cities compliance with AB939, and allows Cal Recycle to set their primary focus on successful implementation of diversion programs. The CITY's most current per resident disposal rate target (PPD) is 8.9.** By achieving a PPD of 8.9 the CITY would thereby be achieving 50% diversion of the CITY's municipal solid waste from the landfill. **San Fernando has consecutively surpassed the State mandated 50% diversion rate by exceeding Cal Recycle's PPD by nearly half; in 2011 the PPD was 4.6, thereby reaching an estimated overall diversion rate of 65%.** Although San Fernando is well exceeding the state's target, CONTRACTOR's diversion plan proposes to not only meet the cities overall minimum diversion guarantee of 50% and 85% for C&D, but also offer additional diversion and public education and outreach program enhancements that will increase the CITY's overall diversion and augment the number of diversion programs that CITY will report to Cal Recycle beginning in 2014. Furthermore, CONTRACTOR guarantees throughout the term of the *Agreement* the CITY will meet all State mandated regulations: AB 341, AB 32, and AB 818.

To accomplish this and the CITY's sustainability objectives, CONTRACTOR will, through its initial recycling opportunity assessments of all commercial/MFD premises, offer each customer unlimited recycling collection at significantly reduced rates (nearly 60% less than refuse rates). The service level offered will be calculated through the use of experienced audit staff and Cascadia Consulting Group's EcoDiversion Calculator Tool—described later in this section. Recycling container size and type will be based on customer need, customer preference, and site/access constraints, but in any case will consist of a minimum of a 65-gallon cart or bin of adequate size. All customers will be offered instructional materials specific to their generator/business type.

All customers will receive follow up monitoring to ensure optimal use of recycling programs by employees and tenants and customer satisfaction. CONTRACTOR will deliver on-site technical assistance, training, or workshops to any customer who requests it. CONTRACTOR will report to the CITY customer participation as per the reporting requirements of the *Agreement*.

Included is an explanation of how the CONTRACTOR arrived at our projections. 2012 tonnage figures, annualized, were used in CONTRACTOR's projections except where noted.

Exhibit 7

DIVERSION PLAN

The chart on the following page also highlights CONTRACTOR's minimum recovery rate for processed bin refuse, debris box, SFD, MFD, Commercial, and CITY services materials.

A *Waste Flow Chart* follows, which shows the flow of waste through CONTRACTOR's proposed facilities.

Following the *Waste Flow Chart* is additional information about each named facility. **The Proposal reflects the CONTRACTOR's commitment to reduce the impact on the CITY's roads and air quality and improve current collection services meanwhile decreasing costs, by proposing facilities based on efficiency and proximity: CONTRACTOR always seeks to minimize its carbon footprint.** CONTRACTOR owns and operates Sunshine Canyon Landfill and has established Agreements with the other proposed facilities and guarantee's capacity for the term of the agreement. CONTRACTOR will also provide actual copies of facilities permits upon the CITY's request.

Lastly, CONTRACTOR has provided methods used for diversion programs by program type (SFD, MFD, Commercial, Debris Boxes or Industrial, and CITY Recycling) and has also provided a schedule showing specific program tasks, milestones and time frames for meeting the diversion requirements of the Agreement.

San Fernando Waste Flow and Tonnage Information

Line of Business	Collected Tons	Diverted Tons	Residual Tons	Diversion Percentage
SFD	9,631	7,915	1,716	82%
MFD	7,351	1,485	5,866	20%
Commercial	2,100	924	1,176	44%
Debris Boxes	6,072	3,164	2,908	52%
CITY Services	4,319	1,108	3,211	26%
Grand Totals	29,473	14,596	14,877	50%

Recycling and Diversion Methodology by Sector

As evidenced in the preceding *Waste Flow and Tonnage Chart*, CONTRACTOR has captured tonnage estimates for year one of service and guarantees that the recycling and diversion programs and enhancements to meet the diversion obligations of 50% overall and 85% percent for C&D, as well as stand in full compliance with current and future recycling legislation. CONTRACTOR's has captured the diversion program enhancements on the following pages of this section, which are provided as at *no additional cost*.

San Fernando's Waste Stream

Exhibit 7

DIVERSION PLAN

CONTRACTOR's current familiarity with San Fernando's waste stream is based upon the information provided by the CITY and the incumbent hauler. The CITY's current collection conditions have enabled CONTRACTOR to develop and outline a practical program that is certain to return the intended diversion outcome of 50 percent diversion of the waste materials it is responsible for collecting and processing, thereby allowing the CITY of San Fernando to meet and exceed State diversion mandates as calculated according to those State regulations and according to the *Agreement*.

Residential Diversion Programs and Enhancements

CONTRACTOR's intention for San Fernando residents is not only to provide an exceptional level of outreach to engage customers in order to increase recycling participation and diversion but also to provide convenient recycling and diversion program enhancements that make a real difference in diversion primarily because of their ease of use and tremendous value. CONTRACTOR is confident through its proposed diversion and education and outreach program that we will be able to increase recycling participation and also achieve the CITY's 50% diversion goal by the end of 2014.

Residential Recycling Rewards Program - Enhancement

To provide recycling motivation to San Fernando residents, CONTRACTOR, in conjunction with the CITY, will create a Recycling Awards program called My Republic Rewards. The goal of the My Republic Rewards program is to educate single-family residents on the importance of recycling and the materials that should be diverted. Additionally, the program is designed to reward single-family residents for enhanced recycling efforts. Each quarter a Recycling Star will be awarded to residential customers. Included with Recycling Star will be a gift card to a local San Fernando business. Eligibility for the single-family dwelling (SFD) recycling awards program will require each customer to sign up via the My CONTRACTOR Rewards website. Residential customers will be divided into geographic areas as determined by the CITY and CONTRACTOR. **CONTRACTOR will provide an estimated \$3,500 in incentives back to residents by way of gift cards.**

CONTRACTOR trucks, upon completion of service, will weigh the recycling contents from each of the zones and at the end of each quarter every resident in the winning zone will receive the Recycling Star and a gift card for use in a local San Fernando business. At the end of each year 3 SFD customers will be selected as the residential Recycler of the Year and will receive free solid waste and recycling collection services for one-year. CONTRACTOR will announce the recipients of the annual Recycler of the Year via news releases, on the website, and at a special event to be developed in partnership with the CITY, please find event information in the *Public Education Plan*. In addition, the residential community zone that recycles the most each year as determined by the tons of recycled material each week will receive \$1,000 towards a community project in their neighborhood.

Exhibit 7

DIVERSION PLAN

CONTRACTOR envisions our total My CONTRACTOR Rewards to reach \$5,000 annually.

Quarterly Drop Off and Compost Donation Event – Enhancement

CONTRACTOR will sponsor and conduct a quarterly drop off event whereby residents may also be provided with free compost or mulch. As an enhancement, to increase participation and raise awareness about the CITY's new diversion opportunities CONTRACTOR proposes quarterly drop off events may be purposed for one or more of the following purposes: bulky item, universal waste, reusable clothing, e-waste and or green waste material. As an enhancement, CONTRACTOR will coordinate with several local charities such as Valley Family Center, Goodwill and/or Salvation Army for reuse of materials collected to the extent possible. Outreach efforts will be made to local organizations and other nonprofit programs that may be able to use furniture as well. Nothing will be disposed of in a landfill until every reasonable attempt has been made to recycle it back into use.

Books Recycling Program - Enhancement

There is a solution to recycling books with a little shelf life left in them: CONTRACTOR will team up with the San Fernando Library to collect and re-purpose landfill-bound books and donate them to the Library's After School Programs which support CITY programs and also Gridley and Morningside elementary schools. San Fernando residents will be able to leave their books at the Library and at School in CONTRACTOR provided receptacles. Recycled books will be donated to the program and for students to take home. The Library currently purchases books and salvages any books available for students to take home. CONTRACTOR proposes to coordinate this effort and support the Library with this important CITY funded After School Program.

Semi-Annual Community Paper Shred Days- Enhancement

CONTRACTOR will host two annual shred days each year of the *Agreement*. The CONTRACTOR will contract with a document shredding service, the equipment will be brought to a designated drop-off site within the service area, and residents will be able to have their personal documents shredded. This service is provided at no additional charge to the resident or the CITY.

Green Waste Diversion Program:

Backyard Composting Program- Enhancement

CONTRACTOR will promote backyard composting through underwriting 50 percent of the cost of compost and worm bins for San Fernando residents. Information will be made available on the CONTRACTOR's website and quarterly newsletters.

Composting Workshops- Enhancement

Exhibit 7

DIVERSION PLAN

CONTRACTOR will provide composting workshops, a minimum of two composting classes per year, with the objective of raising resident awareness as to the benefits of closing the loop through home composting produced from kitchen food scraps and returning composted material to their gardens to enrich the nutrient content of the soil.

MFD and Commercial Diversion Program Enhancement

CONTRACTOR will achieve a higher level of diversion in the MFD and commercial waste stream through 1) source separated recycling of commercial business and MFD complexes; 2) Taking additional solid waste to the Commerce Refuse-To-Energy Facility, resulting in 25% of the MFD/commercial waste stream being diverted; 3) CONTRACTOR will promote MFD and commercial recycling through the methods described in this section, moving more tons of dry/recyclable waste from the commercial trash to the recycling stream. 25% percent of those collected tons will be recovered through the single stream sort line at SVP and through incineration at the Refuse-To-Energy Facility. Making these programs available to commercial and MFD customers, promoting these programs, providing monitoring, training, and technical assistance guarantees compliance with AB 341 and AB 818.

Single stream/commingled recycling will be offered at 60% less than the current refuse rates to San Fernando MFD/commercial customers as an added incentive to enroll in the program.

Initial Recycling Opportunity Assessments

To identify opportunities and promote new and expanded commercial recycling in San Fernando, CONTRACTOR will conduct a waste and recycling assessment at each business and institution located in the CITY during the transition period. During these individual on-site visits, CONTRACTOR will document opportunities for commercial customers to 1) increase recycling, 2) save money on their waste bills, and 3) reduce GHG emissions.

CONTRACTOR also will right-size current service levels and container sizes to ensure that commercial customers are receiving the least-cost service that meets their disposal and recycling needs. During the assessment, customers with significant levels of clean food waste present in their waste stream will be encouraged to enroll in CONTRACTOR's food waste collection program.

Additional diversion programs provided to compliment the MFD and commercial diversion goals as outlined in this section include but are not limited to: **Ongoing Recycling Technical Assistance, Recycling Workshops and MFD Recycling Tote Bags.**

Food Waste Diversion Program

CONTRACTOR will implement a program to divert food waste collected from commercial businesses in San Fernando. To accomplish this, and ensure maximum participation, CONTRACTOR will offer a streamlined cart collection system consistent with the CITY's existing program. Commercial businesses will dispose of their food waste in CONTRACTOR

Exhibit 7

DIVERSION PLAN

provided carts. After their weekly collection, provided once a week, food waste will be sorted out at Crown Disposal and transferred to Crown's Community Recycling facility located in Kern County, for processing into compost or mulch. To collect organics from commercial businesses that generate higher food waste volumes, such as sit-down restaurants, CONTRACTOR will provide 65- gallon food waste containers. CONTRACTOR will work with commercial food service establishments, kitchen staff, and janitorial staff to provide training on proper collection of food waste.

CONTRACTOR will identify food waste program candidates during the initial recycling opportunity assessments indicated above. The program will be promoted in all commercial promotional materials. Food waste customers will be monitored closely to ensure maximum program participation and that contamination is mitigated. CONTRACTOR will be proactive in providing training where unacceptable contamination is evident, and where food waste is not being diverted through the program.

CITY Collection Diversion Program Enhancements

Initial Recycling Opportunity Assessments

To identify opportunities and promote new and expanded CITY recycling in San Fernando, CONTRACTOR will also conduct a waste and recycling assessment for CITY services during the transition period. During these individual on-site visits, CONTRACTOR will document opportunities for commercial customers to 1) increase recycling, 2) save money on their waste bills, and 3) reduce GHG emissions.

CONTRACTOR also will right-size current service levels and container sizes upon receiving CITY approval, to ensure that the CITY's service meets their disposal and recycling needs and that the CONTRACTOR is supporting the CITY to maximize recoverability from the waste stream. During the assessment, CITY facilities with significant levels of clean food waste present in their waste stream will be encouraged to enroll in CONTRACTOR's food waste collection program.

CITY Sponsored Events Collection Services – Enhanced Offering

In addition to its regular CITY Public Containers Collection services, CONTRACTOR will provide debris boxes, bins, carts, or cardboard boxes (lined with plastic bags) for capturing recyclables, green waste/organics and construction and demolition material at the following CITY sponsored special events and additional events as deemed by the CITY and in Exhibit 4 of the Agreement.

As an enhancement, CONTRACTOR will supply its coordinator to work with the CITY and other community/civic groups to assist in the planning and preparation of these events. CONTRACTOR will provide clearly labeled containers, public information, and will work with the CITY to monitor containers and collection points to ensure adequate capacity during

Exhibit 7

DIVERSION PLAN

events. CONTRACTOR's commitment in being a partner the CITY can count on, is to work to make each event successful, and to tailor the approach as necessary in order to do so. CONTRACTOR will provide planning services and provide the required services for the following events at least. CONTRACTOR has special expertise to share relative to several of the current and additional proposed events as listed in the *Agreement*.

Anti-Scavenging – Enhancement

CONTRACTOR will introduce an "Anti-Scavenging Unit" for San Fernando, to support the Cities current Anti-Scavenging Ordinance, for purposes of patrolling the service areas during peak scavenging hours to ensure the CITY receives credit for the diversion of all recyclables generated within the CITY. CONTRACTOR Services proposes to support the existing efforts and work closely with the CITY of San Fernando to develop and institute an effective program and will institute any feasible measures to discourage scavenging of recyclable solid waste from the residential solid waste stream. Although CONTRACTOR understands scavenging is not a present high concern in the CITY, our program is offered as an enhancement to add value and to support existing CITY Services where CITY resources may be constrained. CONTRACTOR has partnered with other Cities to implement such a program and we are pleased to offer this service to the CITY.

Sharps Collection– Enhancement for Seniors

Within one week after a residential customer request, CONTRACTOR will provide customer, at the customers residential premise without surcharge to that customer or to the CITY with an approved sharps container that has at least one gallon capacity for discard of sharps in accordance to the applicable law, and if further requested, a pre-paid postage container for mailing the approved sharps container in accordance with Applicable Law. **As an enhancement, CONTRACTOR will allocate 100 free one-gallon sharps containers each year for seniors.** CONTRACTOR will include information and education regarding the sharps program (including information about free Sharps for seniors) in outreach efforts and will coordinate with local law enforcement and fire departments to provide outreach materials at public facilities.

San Fernando's Dedicated CONTRACTOR Recycling Coordinator Roles and Responsibilities

CONTRACTOR envisions the Recycling Coordinator to be instrumental in the fulfillment of each of the aforementioned tasks, act as the champion for the "San Fernando Recycles" program and support the public and education outreach programs as described in this *Proposal*. **The Recycling Coordinator will be the responsible for managing the Diversion Program Timeline as described on the following pages of this proposal, which is designed for year one activities to increase recycling participation and to reach the CITY's 50% diversion goal.**

Exhibit 7

DIVERSION PLAN

The Recycling Coordinator will also act as the CITY's liaison to other CONTRACTOR Departments. CONTRACTOR envisions his/her role will be to work as the Customer Service/Billing Kiosk and support customer service and billing functions as half of the role and work with CONTRACTOR's Municipal Relationship Representative for the other half. He/She will consistently evaluate and stay on target with the Transition, Collection Operation, Customer Service, Public Education and Diversion Plan's as outlined in this *Agreement*. He/she will ensure all reports, newsletters and education and outreach are produced timely and accurately in a manner that reflects the quality product that is CONTRACTOR and that the CITY deserves.

Summary of Tasks to be Undertaken

With the support of San Fernando's Dedicated Recycling Coordinator, CONTRACTOR will provide the following services (these specific programs are provided in further detail with tasks and timeframes for meeting the year one diversion goals, on the *Diversion Program Timeline*):

- *Customer screening, targeting outreach.*
- *On-site Recycling Opportunity Assessments.*
- *Customer training.*
- *Customer monitoring, troubleshooting, and follow-up.*
- *Reinforcement for cross-program education and use.*
- *Program analysis and recommendations.*

Summary of Services to be Provided

Captured below is a summary of services to be provided with the support of San Fernando's Dedicated Recycling Coordinator:

- Assist in identifying and screening customers for opportunities where a significant diversion potential is possible.
- Conduct or assist in on-site recycling opportunity assessments, off-site audits of compactor loads, program assessments, staff and/or tenant training, on-site implementation assistance, and follow-up monitoring of customer performance.
- Evaluate and present options for recovering or substituting difficult-to-recycle, compost, or reuse materials, such as identifying opportunities to use compostable or recyclable food service ware or packaging.
- Develop outreach materials about waste reduction, recycling, and composting; distribute such materials when meeting with customers.
- Assist in gaining management support and dedication of staff resources from customers for program implementation.
- Identify and promote other program or recognition opportunities such as potential

Collection Service Agreement

December 9, 2013

Exhibit 7

DIVERSION PLAN

Green Business certification, toxics reduction, green building, green purchasing, energy efficiency, water conservation, local and regional awards, and other programs if applicable and requested.

- Develop program tracking measures and prepare progress reports on impacts of program implementation, such as waste diversion, participation levels, contamination, cost savings, generator satisfaction, and recommendations.
- Other tasks as requested by customers and/or the CITY.

Diversion Program Timeline

DIVERSION PROGRAMS <i>(Note: Enhancements noted in red)</i>	DIVERSION TASKS and MILESTONES	SCHEDULE	CONTRACT REQUIREMENT	SD	MTD	COMM	CITY	SCHOOLS
My Republic Rewards	Immediate action will be to prepare a separate implementation plan within 60 days of start of service. Republic will present this plan to City for approval. Goal will be to increase SFD diversion year over year and increase program participation via the website year over year.	Start of Service, Ongoing	N	X				
Quarterly Drop Off	Confirm quarterly schedule; Incorporate in quarterly newsletters; Monitor diversion for year over year improvement	Quarterly	Y - enhancement	X	X	X	X	
Books Recycling Program	Republic to implement within 90 days from start of service. Recycle more books year over year.	Ongoing	N	X	X	X	X	X
Semi-Annual Community Paper Shred Days	Confirm schedule; Incorporate in quarterly newsletters; Recycle more paper year over year.	Semi-Annual	N	X	X		X	
Initial Recycling Opportunity Assessments	City/Outgoing hauler to provide customer lists; Republic to conduct prior to start of service; Distribute education and outreach; monitor AB341 compliance	Start of Service	N		X	X	X	
Ongoing Technical Assistance	Recycling coordinator to conduct annually with emphasis on MFD/Commercial accounts with no recycling service; Distribute education and outreach; Monitor AB341 compliance	Annually	N		X	X	X	X
Sharps Collection - enhanced for Seniors	Incorporate in annual brochure and newsletter (see Transition Plan); Recycle more Sharps year over year	Ongoing	Y-enhanced	X	X		X	
City Sponsored Events Collection -enhanced	City Representative to confirm in finalized Agreement. Monitor year over year diversion for improvement.	Annually	Y-enhanced	X	X	X	X	X
Anti-Scavenging	City Representative to confirm in finalized Agreement; Republic to implement with Public Works and/or other City Departments. Monitor quarterly for reduced scavenging activity.	Ongoing	N	X	X	X	X	X
Green Waste Diversion Programs								
Backyard Composting	Republic to incorporate in annual brochures and newsletters to increase composting participation. Track annual compost bin purchases through 50% rebate for year over year improvement.	Ongoing	N	X	X	X	X	X
Composting Workshops	Republic to schedule in conjunction with school outreach and confirm with City Representative. Monitor program participation for year over year improvement.	Semi-Annual	N	X	X		X	X
Annual Green Waste Shred Day; Compost and Mulch Giveaway	City Representative to confirm quarterly schedule; Republic to incorporate in quarterly newsletters. Compost and mulch provided to City upon request.	Annually	Y	X	X	X	X	X
Curbside Diversion Programs								
Curbside Bulky Item Pick Up	Incorporate in quarterly newsletters; Monitor diversion for year over year improvement	Ongoing	Y-enhanced	X	X	X	X	
High Diversion Bulky Item Collection	See above	Ongoing	N	X	X		X	
Holiday Tree Collection - Enhanced for MFD	Incorporate in quarterly newsletters; Monitor diversion for year over year improvement	Annually	Y	X	X	X	X	X
Universal Waste	Incorporate in quarterly newsletters; Monitor diversion for year over year improvement	Ongoing	Y	X	X		X	
Used Oil and Filters	Incorporate in quarterly newsletters; Monitor diversion for year over year improvement	Ongoing	Y	X	X		X	
Food Waste Diversion	Republic to incorporate via initial audits according to Transition Timeline. Additional education will be included in annual brochures and ongoing education; Monitor diversion for year over year improvement	Ongoing	Y	X	X	X	X	X

Other specific collection programs as mentioned in the contract will be detailed in Section 4B- Collection Operations Plan. A schedule showing specific programs, task, milestones and timeframes is also provided in Section 5A-Diversion Plan for meeting diversion requirements.

Monthly Diversion Education Program Management

As part of our commitment to be a partner the CITY can count on, CONTRACTOR will incorporate a monthly program management report which will include a timetable for

Exhibit 7
DIVERSION PLAN

implementation of Diversion and Education and Outreach Program activities, including but not limited to outreach materials, events, community involvement, updates regarding curbside, on-call services, program tasks such as meetings with multi-family premises, chambers and other key activities as established by CONTRACTOR and the CITY Representative. The CONTRACTOR Services Diversion Education Program Management tool is a new resource utilized by CONTRACTOR Services to ensure we are meeting and exceeding our recycling education and diversion goals.

Exhibit 8

CUSTOMER SERVICE PLAN

All customer service standards, initiatives, and training programs revolve around the five R's of CONTRACTOR's Star and the CONTRACTOR's Mission and Customer Service Goals.

CONTRACTOR also understands that each CITY represents a unique blend of cultures, ideas, and perspectives. That uniqueness is valued and respected, and factored into the refinement of local customer service policies and procedures.

CITY Requirements

CONTRACTOR proposes two offices dedicated to serving the CITY of San Fernando—a local kiosk and a regional Customer Service Contact Center. CONTRACTOR's San Fernando kiosk is proposed to be housed at CITY Hall. The San Fernando kiosk is a convenient location for customers to make payments and for CONTRACTOR's dedicated staff to respond to service inquiries, further details are provided in the following pages of this section. Additionally, CONTRACTOR has a Customer Service Contact Center located in Santa Fe Springs, California, and features a staff of over 40 full-time highly-trained customer service representatives and employs a state of the art Cisco telephone system which identifies customers when their calls are received, automatically pulls up customer records, and provides for a full range of advanced reporting features—allowing the CONTRACTOR to track and report specific data sets for the cities CONTRACTOR serves.

Staffing Levels and Abilities

CONTRACTOR has a highly accurate staffing level forecasting tool it uses to gauge staffing level needs on an ongoing basis. This tool ensures that a live person will answer each phone call within three rings. The tool utilizes the following criteria to determine ideal staffing levels:

- *Monthly peak volume call intervals*
- *Event information calls*
- *Scheduled Customer Service Representative (CSR) vacations*
- *Absenteeism projection*
- *Inclement weather or disaster information*
- *Breaks and lunches (scheduled during low call volume periods)*
- *Program implementation.*

Multi-Lingual Call Center

CONTRACTOR customer service has the following language capabilities in-house: English, Spanish, Cantonese, Vietnamese and Mandarin. All education and outreach will be provided in English and Spanish, additional languages maybe be provided as the CITY may reasonably direct.

Exhibit 8

CUSTOMER SERVICE PLAN

Dedicated Phone Line and CSR

In addition to our Customer Service Center (and toll-free telephone lines) CONTRACTOR will install a dedicated phone line with a San Fernando phone number and station a Customer Service Representative (CSR) at the local office for customer convenience. This is intended to help put a face to the CONTRACTOR, make CONTRACTOR approachable for San Fernando residents and business managers, and facilitate ongoing communication regarding service in order to continually tailor and improve service delivery to all customer types within the CITY.

CONTRACTOR's customer experience is defined by "one call resolution." CONTRACTOR is proud that when a customer calls the customer service call center they are quickly connected with the appropriate representative who will be able to resolve their needs from beginning to end. When calling, customers are prompted to respond to two main menus of information to get them to the appropriate customer service representative:

Menu 1: Establish Line of Business- Customers are prompted to select a line of business (residential, commercial, industrial.) Once a customer makes this selection they automatically are prompted by the second menu.

Menu 2: Type of Request-Customers are prompted to select what type of service they are calling about (payment, billing question, missed pick, extra pickup, new service request, etc.). After making this last selection they will be directed to a customer service representative who will be able to respond to their service needs without needing to transfer to another representative. This is what we mean by "one call resolution."

Customer Service Standards

The following basic customer service principles are maintained at CONTRACTOR:

- 1) All new residential customers receive the option of getting literature in hard copy or paperless, for garbage, recyclable materials, and green waste collection. All collateral material will also be posted to the CONTRACTOR's new website.
- 2) CSRs will process and accurately enter to InfoPro, customer related documentation, route sheets, equipment work orders and other paperwork on a same-day basis and we will provide error-free invoices.
- 3) All customer complaints are resolved to the customer's satisfaction, (or a customer agreed plan exists to solve the complaint), within one business day of the receipt. CONTRACTOR's closed loop process must be maintained.
- 4) Commercial/residential on-call service is provided on the date requested by the customer. Roll-off service requires same day service if the request is received by noon local time, or service by noon the next day if the request is received after noon local time.
- 5) Clean, decaled containers and carts are delivered and/or placed on time and exactly

Exhibit 8

CUSTOMER SERVICE PLAN

to CONTRACTOR customer requirements.

- 6) Customer site conditions are left in a clean, orderly fashion – litter picked up, lids and gates closed and locked, and carts are left neatly on the curb.
- 7) All dispatched services are completed on the day assigned with zero misses.
- 8) Professional CSRs will answer each customer phone call within 25 seconds and no more than three rings.

These Customer Service Standards are evaluated on a regular basis. The Customer Service Manager must report every Monday on the previous weeks' misses, container management progress, unscheduled requests and the speed of answer and abandon rate for the customer service department. The data then populates a weekly summary and trends can be evaluated. In addition, an explanation or action steps must be provided when a goal is not met.

The following page provides a summary of CONTRACTOR's Division Service Standards, which *guarantee* the CITY, and its residents and businesses the quality of service that CONTRACTOR is committed to provide.

Procedures for Handling Common Customer Requests

When fielding a call, CSRs immediately access the customer's account information in InfoPro. The CSRs can access all pertinent information, including service address, pick-up day, rate per month, service level, and a complete history of service requests and resolution.

After determining the customer's need, the CSR will input all required information into the customer's permanent file history and, if necessary, generate an on-line automated work order. The timing for responding to these work orders will be as specified in the Collection Services Agreement.

- *If the inquiry is simply for information or clarification about CONTRACTOR programs, the CSR will answer the question and close the file.*
- *If the request requires action on the part of CONTRACTOR, the CSR will enter a work order for the appropriate department to address the matter, end the telephone call, and produce an online work order in InfoPro, which must be closed out within two days.*

Each time a customer calls CONTRACTOR, CSRs enter into a daily record all questions and complaints; each call input includes date, time, customer's name and address if they are willing to provide this information, and the nature, date and manner of the resolution. Under the new contract, any calls received via answering service will be inputted and entered no later than the following day, other than Saturday, Sunday and Holidays, when calls will be input on the next work day. All e-mails are currently logged and the customer is contacted within 24 hours.

Dispatch maintains a log of all orders requiring driver action. Upon receipt of the work order

Exhibit 8

CUSTOMER SERVICE PLAN

needing completion that day, dispatch contacts the appropriate driver and provides instruction as to what is needed to complete the order. In addition, each driver contacts the dispatch after they've completed their assigned route. At this time, the dispatcher will relay any orders the driver needs to complete and will also advise the driver if their assistance is needed in the event of a breakdown on another route.

Depending on the nature of the customer concern, and if the issue has been flagged as a priority, the Dispatch Office radios the Supervisor in charge of the specific route in question, who in turn contacts the driver for resolution of the complaint. CONTRACTOR route supervisors are in the field working in their assigned area, which enables them to meet a driver at the customer's location to resolve the issue as quickly as possible.

Drivers will document all same-day service orders on their route sheet and note each one as completed when they turn in their paperwork at the end of their shift.

Missed Pick-Ups, Late Setouts, Spills, and Litter Resulting from Collection

After processing a work order for a missed pick-up, late setout, or spills and litter resulting from collection, the CSR will notify dispatch with specific information regarding the work order. This information, also communicated to the route supervisor, is maintained as an open work order until the route supervisor and/or driver radios back to the CSR that the task has been completed.

To provide an efficient and effective mechanism to monitor the work orders, a summary report of all open work orders daily is printed and distributed to the entire management team. The report includes name and account number, service location, reason for call, time of call, and actions being taken. Operations information will be sorted by route supervisor area and distributed to the appropriate route supervisor for review. Customer service notes are reviewed by an assigned CSR and all notes are closed within two business days.

Containers in Need of Repair, Replacement, or Exchange

Drivers are charged with reporting all containers in need of repair. Once reported, either by customer or driver, a work order is entered into InfoPro and forwarded online to the container delivery department. Then either a supervisor vehicle or a container delivery vehicle will be directed to the customer address for container delivery. Upon delivery of the container, the supervisor and/or container delivery driver will note that the container has been delivered. The work order is then closed by the operations clerk, pending sign off by the driver and supervisor.

Customer Service Training and Monitoring

CONTRACTOR has developed comprehensive customer service training that has been

Exhibit 8

CUSTOMER SERVICE PLAN

specifically tailored to the Los Angeles Area market and even further tailored to individual communities CONTRACTOR serves. There are two primary components to this training: 1) training schedule; and 2) accompanying materials and resources.

Before new CSRs are allowed to handle phone calls on their own, they undergo an extensive training course that orients them to the general business, to the specific services CONTRACTOR provides, and to their roles and responsibilities in meeting CONTRACTOR's commitments to the CITY of San Fernando and its residents and businesses. This strong training foundation is pivotal to CONTRACTOR's local success at achieving above-average call response and call waiting metrics. All Customer Service staff receives quality-based performance reviews and ongoing training in the most advanced customer service techniques. Interactive training tools and resources for Customer Service Managers are located on CONTRACTOR's internal website.

The training program is entitled Element K and includes in-depth training modules such as Building Strong Customer Relationships, and Customer Service Via Phone and E-mail, as well as Excellence in Technical Customer Service. Each module contains several components. Additionally, as indicated previously, all CSRs are monitored for their call quality, where calls are recorded, evaluated, and reviewed with management. During the review, Supervisors coach employees on soft skills including courtesy, how to be more proactive, and one-call resolution.

State of the Art Telephone System

In 2008 CONTRACTOR Services invested in a new state of the art Internet Protocol (IP) Telephony network, powered by Cisco Systems Inc., which included a new telephone system for the Santa Fe Springs contact center. Immediately after its deployment, the center substantially improved telephone reliability, contact center reporting, and quality assurance (call monitoring). Statistically the center made significant increases to its center metrics, grade of service by 11 percent in 2009 and average speed of answer decreased by 5 seconds, while the abandoned call rate declined to less than 3 percent; In 2011, Santa Fe Springs established itself as a leader among CONTRACTOR Services contact centers and provides superior customer experiences to its customer base.

The Cisco phone system provided new and improved reporting features, including real time data thru Cisco Supervisor Desktop and Webview historical reporting. These functions are crucial to managing contact centers and play a key role in meeting metrics. Most recently the center has achieved a less than 9 second average speed of answer and an 87 percent year to date grade of service.

The new phone system also made significant improvements to monitoring capabilities and quality assurance. Leadership staff now benefit from the ability to monitor real time calls or capturing calls for coaching purposes. Previously, monitoring calls was a manual process

Exhibit 8

CUSTOMER SERVICE PLAN

with a digital recorder; which caused barriers between capturing and coaching. Agents at the Santa Fe Springs contact center benefit from weekly coaching and quality assurance development. With Cisco monitoring features, supervisor and agent collaborate to improve overall customer experiences.

Performance Measures

CONTRACTOR's customer service performance is measured by four programs:

1. External Secret Shopper Program

CONTRACTOR hired BARE International to be third-party secret shoppers. The review form can be found later in this section and further details at <http://www.bareinternational.com>

2. Customer Service Monitoring – Customer Service Manager

The local Customer Service Manager monitors each CSR at least once each month. A review form can be found later in this section.

3. Customer Service Monitoring – Customer Service Supervisors

CONTRACTOR Customer Service Supervisors listen in on at least five calls each month. It provides them with an opportunity to hear the types of calls coming in and ways that the supervisors can better instruct drivers – our first line of customer service. A review form can be found later in this section.

4. Customer Surveys

Cicero is a CONTRACTOR that uses a sampling methodology to survey our customers in all of our divisions. Key performance indicators include:

- *Service Delivery: Missed Pick Up, Extra Pick Up, Container Satisfaction, Container placement, Container Area Cleanliness, and Container movement (Delivery, Exchange, and Removal).*
- *Problem Resolution: 1st Call Resolution, Communication, Representative Concern, Problem Resolved Satisfactorily, Time Spent on hold, Ease of Contact*
- *Communication: Customer Service Knowledge, CSR Courtesy, Needed Information is Provided, Billing Accuracy, Billing Readability.*

The above provides measurement of service standard success from the customer point of view. Delivery teams can develop and implement corrective action plans and service delivery data fosters a shared ownership of customer satisfaction with customer service, sales, and operation delivery teams.

The customer surveys are reported on a quarterly basis to all Division General Managers and to be shared with the management team.

Service Call Response Matrix

CONTRACTOR is proud of the service it provides to customers. At a minimum,

Exhibit 8

CUSTOMER SERVICE PLAN

CONTRACTOR customer service standards are as follows, with the goal to always meet these metrics.

- *Answer customer calls within five rings (about 25 seconds).*
- *Have a call abandon rate of less than three percent.*
- *Have a "one call" resolution experience*

To receive monitoring scores of 90 percent or greater, calls are monitored for quality daily, and scored immediately. Coaching and feedback is provided the same day.

All new accounts will be personally contacted after their first month of service, after they have received scheduled service and an invoice. CSRs verify they are right-sized with their container, verify driver courtesy and overall service.

CONTRACTOR produces a scorecard every week to chart our customer service response and delivery. Management analyzes the information and works to identify and solve any roadblocks to success.

Customer Account Management

Aside from its professionally trained and supported dedicated employees, the backbone of CONTRACTOR's customer service management is its customized account management software application, InfoPro. There are several modules built into InfoPro, including:

Customer Maintenance. This is the main customer database. Billing information, service location, container specifications, and rate information are the primary components of it. The information contained in this module generally drives the other modules.

Customer Service. This module is used by CSRs to allow easy access to almost any part of the InfoPro system so that customer inquiries can be answered expediently without a transfer to a specialist. Call in service requests are entered here.

Dispatch. This module allows for daily dispatching of scheduled, permanent routes and container delivery.

Routing. From the information keyed in to Customer Maintenance, a routing record is created based on input from CONTRACTOR's routing program, Route Editor.

Vehicle Maintenance. All pertinent information regarding vehicles is entered into this module, such as vehicle make, model, serial number, number of axles, axle capacity (weight distribution), engine type and number, and fuel tank capacity. Vehicle maintenance activities are recorded against the respective vehicle in this module.

InfoPro captures and uses data to produce a number of helpful reports. Examples of InfoPro production reports include:

- *Route Productivity Analysis*
- *Route Downtime Analysis*

Collection Service Agreement**December 9, 2013****Exhibit 8****CUSTOMER SERVICE PLAN**

- *Customer Service History*
- *Customer Service Report*
- *Daily Operating Summary*
- *Blocked/No Service Report*
- *Daily Fuel Report*

Container inventory is tracked and managed in InfoPro as well. Inventory is broken down into container type, size, numbers in inventory that are available for use, number in inventory in need of repair, and number in inventory stored at a remote location. This component is automatically updated by the dispatching module as container delivery/removal routes are updated.

InfoPro also produces a number of Divisional management reports to assure each Division is meeting or exceeding performance quotas and corporate standards.

Billing Procedures

CONTRACTOR has extensive experience in residential, multi-family and commercial billing and currently bills several of its Cities for solid waste collection services similarly to San Fernando. CONTRACTOR has the infrastructure and billing system for direct billing to any type of residential, multi-family and commercial customer along with any special detail or billing messages requested by the CITY. CONTRACTOR bills are easy to understand, detailing service levels and corresponding charges, and contain self-addressed envelopes for payment. Listed in *Section 3-Qualifications* are numerous municipal references (including those of comparable size to the CITY's service area) in which CONTRACTOR provides residential, multi-family and commercial billing services.

As indicated in the *RFP, the Agreement* and corresponding addenda, residential and multi-family and commercial cart customers will receive billing every two months for the preceding service period. If during a month a service unit is added or deleted CONTRACTOR will prorate the bill based on the weekly service rate. Multi-family and commercial bin customers will receive billing monthly and debris box customers will be invoiced upon completion of service.

Invoices will include a notification message with important reminders, holiday schedules, and any other information the CITY would like conveyed. Special education and outreach materials may be included with invoices. Customers will have the means to pay bills through cash, checks, credit cards, through the website (with password protection).

CONTRACTOR will develop and maintain a state-of-the art **website** for the CITY inclusive of all the information required in the *Agreement*.

Collection Procedure

Exhibit 8

CUSTOMER SERVICE PLAN

As is the current procedures, all invoices are due and payable within 30 days. If payment has not been received within 45 days a reminder notice will be sent. This letter will notify the resident that a late fee will be applied to the account on the first of the following month, approximately 61 days from the initial invoice date.

If an account remains unpaid after 60 days, CONTRACTOR will send the customer notice that all service none other than refuse service will be suspended if payment is not made within an additional 30 days. Notice will be on a form approved by the CITY. CONTRACTOR understands the CITY is not responsible for nor will assist with the collection of delinquent accounts. In the event of a billing dispute or to avoid negatively impacting the public health or safety, CONTRACTOR will continue to provide service to any customer if directed to do so by the CITY, without regard to the status of the account. Additionally, CONTRACTOR may report to the CITY Representative on a monthly basis SFD customers whose account is 90 days past due and MFD accounts 45 days past due.

Establishing a Local Kiosk for Billing and Customer Support

CONTRACTOR understands and appreciates the CITY's concern for a smooth transition that is least disruptive to the residents and business but also CITY Staff. CONTRACTOR has listened to this concern and proposes to address this by providing a local customer service and billing kiosk offering residents, businesses and CITY staff additional support with the transition, and ongoing. CONTRACTOR's proposes to rent a full workstation from the CITY at a rate to be agreed upon by the CITY and CONTRACTOR. CONTRACTOR's kiosk will provide local billing assistance including receiving cash payment, provide direct customer service assistance, access to public outreach information, municipal liaison and other personnel involved in the CITY of San Fernando contract. CONTRACTOR proposes to provide this kiosk within CITY Hall to ensure residents and businesses can easily make payments and also provide customers and CITY staff the opportunity to redirect questions, concerns and/or service changes to CONTRACTOR's team for swift resolution. During the transition and on an ongoing basis the goal of this representative will also be to support the "San Fernando Recycles" program to ensure customers are educated and invigorated about the new recycling programs and opportunities.

CONTRACTOR proposes the following kiosk service hours (these hours may be revised by CONTRACTOR and the CITY):

- Monday through Friday - 4 hours per day from January to March 2014
- Monday, Wednesday, Friday – 4 hours per day after April 2014

Customer payment methods will include: cash, check, credit card, internet payment service or automatic withdrawal from a bank. CONTRACTOR's primary Customer Service Center, as specified throughout this section, is also available for additional hours.

Invoices will be produced in InfoPro and transferred to CONTRACTOR to a specialty

Exhibit 8**CUSTOMER SERVICE PLAN**

contractor for printing and mailing. Invoicing is integrated with InfoPro's general ledger and accounts receivable modules. Invoicing features allow for tax and fee administration, such as for franchise and late fees.

CONTRACTOR is familiar with San Fernando's customer billing requirements. CONTRACTOR will work with the CITY with respect to its billing requirements, such that the Agreement outlines specific requirements for billing customers in arrears for two months service.

CITY Provided Billing Inserts

The CONTRACTOR understands that CITY may provide educational and other material for inclusion in the invoices and will provide this service free of charge to the CITY, such that the inclusion of such materials does not exceed the cost for standard postage for mailing. CONTRACTOR will also provide quarterly newsletters to residents as an enhancement at no additional charge.

Collection Service Agreement

December 9, 2013

Exhibit 9

COLLECTION SERVICE OPERATIONS PLAN

Most important to note is that CONTRACTOR is proposing a program that will position the CITY over the long-term to meet the State's 75% diversion goal by the year 2020. CONTRACTOR is committed to supporting the CITY in its goal to restore fiscal solvency, and to be sustainable, not only programmatically and environmentally but for the entire CITY's long-term prosperity. To meet this goal, CONTRACTOR is committed to a two-bin Source Separated Recycling (SSR) system or commingled recycling, as referenced in the RFP, for multi-family dwelling (MFD) and commercial bin customers as its *Base Proposal* for several reasons:

- A two-bin system with SSR generates clean loads of recyclable materials, which is in keeping with a highest and best use philosophy. Cleaner recyclables allow for high-grading of commodities, which generate higher revenues. This helps to offset and stabilize customer rates.
- A two-bin system creates opportunities for recycling awareness and good recycling behaviors amongst residents. CONTRACTOR is especially concerned about the message a one-bin system (with waste and clean recyclables,) sends to children, who are being taught to understand the consequences associated with landfilling materials. A one-bin system with backend processing of waste is out of alignment with environmental curriculum.
- Most importantly, given CONTRACTOR's in depth waste management experience we believe, in this scenario it is of utmost importance to be able to dissect the CITY's waste stream in order to analyze and further ascertain opportunities to increase diversion and augment recycling participation within each CITY sector, in order to reach 75% diversion 6 years from the contract start date, *by 2020*. The Diversion and Public Education Plan's provided in this *Proposal* align with this approach.

Charts A, B, and C, which follow, confirm CONTRACTOR's understanding of the scope of work to be done and to convey the collection methodology and additional collection programs it will use to accomplish the scope of work outlined in this *Collection Operations Plan*

Chart A: Residential Service

Requirement	CONTRACTOR Approach
Weekly automated Refuse collection services with 65-gallon carts.	CONTRACTOR will deploy one Compressed Natural Gas (CNG) automated sideloader collection vehicle listed in <i>Section 4B- Collections Operations</i> with new grey/black carts for consistency with current service, serviced Monday through Thursday only.
Smaller sized 32-gallon and larger 96-gallon Refuse container upon customer request. Up to (2) 96 gallon carts at no cost.	CONTRACTOR will make a full range of solid waste containers available to customers. With the increased outreach planned and described in <i>Section 5B</i> , there is a real possibility of customer migration to smaller MSW containers.
Weekly automated Recyclable material collection services with 65-gallon cart.	CONTRACTOR will implement with CNG automated sideloader collection vehicles and a new 65-gallon blue cart, serviced Monday through Thursday only.

Collection Service Agreement**December 9, 2013****Exhibit 9****COLLECTION SERVICE OPERATIONS PLAN**

Larger size 96-gallon Recyclable material cart upon customer request, for a maximum of (2) 96 gallon carts at no additional cost.	CONTRACTOR will make a full range of recyclable waste containers available to customers. With the increased outreach planned and described in <i>the Public Education Plan</i> , there is a real possibility of customer migration to additional Recycling containers.
Weekly automated Green/Organic waste collection services with 65-gallon carts.	CONTRACTOR will implement with CNG automated sideloader collection vehicles listed in <i>Section 4B- Collections Operations</i> with a new green cart for consistency with current service, serviced Monday through Thursday only.. Holiday trees collection service are collected by the green waste route and per contract specifications. Holiday trees drop-off service will be implemented with the CONTRACTOR's CNG Roll-Off vehicle.
Larger 96-gallon Green/Organic waste container upon customer request, for a maximum of (2)-96 gallon carts at no additional cost.	CONTRACTOR will make a full range of green waste containers available to customers. Should the CITY approve the organics collection program alternative, the container specifications will remain the same.
Four (4) on-call Bulky Item Collections not to exceed two (2) items per pick-up and four (4) cubic yard.	CONTRACTOR will provide six (6) unlimited bulky item pick-ups with a flatbed vehicle in conjunction with the service day.
Used Motor Oil and Filters Collection Service	CONTRACTOR will implement unlimited free curbside used motor oil and filter collection service with CITY approved containers and will also receive used oil and filters at the CONTRACTOR's yard.
Universal Waste Collection Service	CONTRACTOR will provide unlimited curbside universal waste collection service and will also receive universal waste at the CONTRACTOR's yard.
Sharps Collection Service	CONTRACTOR will provide on-call collection of Sharps as an optional service for residents for an additional fee. CONTRACTOR will provide 100 free Sharps collection containers annually for seniors, as specified in <i>the Diversion Plan</i> .
Diversion/Education Enhancements	<ul style="list-style-type: none"> • My CONTRACTOR Rewards Program, Books Recycling • Neighborhood Watch Clean-Up and Community Recycle Rewards Block Party • Compost Workshops and Compost Bin Discount • Free Sharps for Seniors (limit 100) and Semi-Annual Community Paper Shred Days • Annual Cesar Chavez Scholarship Program for San Fernando College bound student • Bulky item collection programs feature non-compaction equipment to facilitate reuse or recycling. • Enhanced good corporate citizen involvement.

Chart B: Multi-Family/Commercial Service

Requirement	CONTRACTOR Approach
At least weekly automated Refuse collection services with frontloader bins in sizes 1.5, 3, 4, and 6 cubic yards or carts.	CONTRACTOR will implement with two Compressed Natural Gas (CNG) frontload collection vehicles and specified bins. Service frequency and container size is based on a number of factors including waste generation rates, customer preference, collection point access, and space constraints. CONTRACTOR will achieve contract diversion rates through the plans described in <i>the Diversion Plan</i> . Cart service will be offered same as SFD.
Assembly Bill 341 and Commercial Recycling Ordinance	CONTRACTOR guarantees compliance with all Federal, State, and Local regulations and requirements governing recycling programs and diversion. Recycling and diversion plans are described in <i>the Diversion Plan</i> . Service frequency and container size is based on a number of factors including recycling generation rates, customer preference, collection point access, and space constraints.

Collection Service Agreement

December 9, 2013

Exhibit 9

COLLECTION SERVICE OPERATIONS PLAN

Green waste collection service	CONTRACTOR will implement with Compressed Natural Gas (CNG) collection vehicles with bins or new green carts for consistency with current service.
Food waste collection service	Through the initial recycling opportunity assessments, CONTRACTOR will target businesses generating significant amounts of food waste to offer enrollment with its food waste program. The program will be carted and serviced with the automated collection equipment indicated in subsection A – <i>Vehicles</i> , ensuring each enrolled customer has adequate capacity.
Bulky item collection	CONTRACTOR will provide 2 free bulky item collection events for MFD customers and commercial customers for an additional cost, utilizing the bulky item collection.
Universal waste collection Service	CONTRACTOR will provide unlimited free curbside universal waste collection for MFD Customers and Commercial customers will receive 3 free of charge, on regularly scheduled collection days. Both MFD and Commercial customers will receive free universal waste pick-up service at the CONTRACTOR's yard.
Holiday tree drop-off (MFD customers only)	Holiday trees drop-off service will be implemented with the CONTRACTOR's CNG Roll-Off vehicle. As an enhancement, CONTRACTOR will also offer MFD customers free curbside collection of holiday trees upon request.
Sharps collection service (MFD customers only)	CONTRACTOR will provide Sharps as an optional service for residents for an additional fee. CONTRACTOR will provide 100 free Sharps collection containers dedicated for seniors, as specified in the <i>Diversion Plan</i> .
Diversion/Education Enhancements	<ul style="list-style-type: none"> CONTRACTOR will personally visit all MFD and commercial businesses and perform recycling opportunity assessments during the transition period to investigate the waste stream and provide information on green waste, food waste diversion and single stream recycling options available. CONTRACTOR will target commercial customers with significant amounts of recyclable materials in the waste stream to increase levels of single stream recycling in the MFD/commercial sector. CONTRACTOR will provide on-site workshops and technical assistance/employee training where needed or requested by customer. MFD customers will also receive FREE Recycling Tote Bags at the contract onset All bulky item collections will feature non-compaction equipment to facilitate reuse or recycling to the greatest possible extent.

Chart C: CITY Services/Other Collection Services

Requirement	CONTRACTOR Approach
Weekly Refuse collection services with carts, bins or debris boxes.	CONTRACTOR will implement with CNG collection vehicles listed in <i>Section 4B-Collections Operations</i> with new grey/black carts for consistency with current service, bins or debris boxes.
Weekly Recyclable material collection services with carts, bins or debris boxes.	CONTRACTOR will implement with CNG collection vehicles listed in <i>Section 4B-Collections Operations</i> and new blue carts for consistency with current service, bins or debris boxes.
Green waste and/or Organic material Collection Service with carts, bins or debris boxes.	CONTRACTOR will implement with CNG collection vehicles listed in <i>Section 4B-Collections Operations</i> with new green carts for consistency with current service, or bins or debris boxes. Organic material will be carted.
Public Containers Collection at 78 Locations three days per week (Including liners, enclosures and surrounding debris)	CONTRACTOR will implement with CNG sideloader collection vehicles to service public containers. In addition to the required locations, CONTRACTOR will also service CITY sponsored events and other community events, as described in the <i>Education Plan</i> .
Special event solid waste collection service/large item/bulky item collection/CITY Projects/Holiday Trees	CONTRACTOR will offer and provide carts, bins, debris boxes or cardboard boxes for CITY sponsored events and other CITY projects as indicated in the Agreement. Debris boxes will also be provided for holiday tree drop off service for the two weeks following

Collection Service Agreement**December 9, 2013****Exhibit 9****COLLECTION SERVICE OPERATIONS PLAN**

	December 26 th .
Used Motor Oil and Filters Collection Service	CONTRACTOR will implement unlimited used motor oil and filter collection service with CITY approved container, at the CITY's corporation yard.
Annual Green Waste Shred Day	CONTRACTOR will sponsor an annual shred day for customers shredding of large green waste material. CONTRACTOR will work with the CITY to coordinate and provide free compost and mulch. Additional Earth Day events are proposed, offering up to 100 trees to plant or provide to residents or schools, as indicated in the <i>Public Education Plan</i> .
Quarterly Drop-off and Compost Donation Event	CONTRACTOR will sponsor and conduct quarterly drop off and or compost donation events for additional recyclable waste material as described in the <i>Diversion Plan</i> .
Universal Waste Collection Service	CONTRACTOR will provide unlimited curbside universal waste collection service and will also receive universal waste at the CONTRACTOR's yard.
Sharps Collection Service	CONTRACTOR will provide on-call collection of Sharps as an optional service for residents for an additional fee. CONTRACTOR will provide 100 free Sharps collection containers dedicated for seniors, as specified in the <i>Diversion Plan</i> .
Diversion/Education Enhancements	<ul style="list-style-type: none"> • CONTRACTOR currently provides LAUSD with recycling education and outreach and will continue to provide this for current LAUSD schools and will extend to non-LAUSD Schools in the CITY. For this contract, CONTRACTOR will also: • Annual \$10,000 towards Community Investment Fund • Annual Cesar Chavez Scholarship Program for college bound student • Dedicated Customer Service/Outreach/Billing Kiosk at CITY Hall • Annual Community Recycling Block Party and Neighborhood Watch Clean-Up • Books Recycling, Compost Workshops and Compost Bin Discount • Free Sharps for Seniors (limit 100) and Semi-Annual Community Paper Shred Days • Anti-Scavenging Programs • Provide additional collection as needed by the CITY for CITY projects and events at no additional charge. • All bulky item collections will feature non-compaction equipment to facilitate reuse or recycling to the greatest possible extent. • Enhanced good corporate citizen involvement.

Other Specific Collection Services

CONTRACTOR will provide the specific collection services listed below according to the specifications in the *Agreement* and also referenced in the previous *Charts A, B, C*. Additionally, because CONTRACTOR is a partner the County can count on, and as further evidence that CONTRACTOR is offering service additional services above and beyond the requirements of the *Agreement*, CONTRACTOR offers the service enhancements conveyed in Charts A, B and C, in addition to all services identified in the CITY's *Agreement*. Other specific collection services are described in the narrative that follows. For additional information about how customers will be educated on the "how to's" for all proposed collection services please refer to-*Public Education Plan*.

Six On-Call Bulky Item Pickups per Year Without Additional Cost – Residential

Collection Service Agreement**December 9, 2013****Exhibit 9****COLLECTION SERVICE OPERATIONS PLAN****Two On-Call Bulky Item Pickups per Year Without Additional Cost – Multi-Family****Quarterly Bulky Item Drop Off Events**

Per the *Agreement* CONTRACTOR will provide the above listed scheduled bulky collection services for unlimited amounts of the following materials, within 24 hours advance notice by the customer.

- Bulky Items: Furniture, bedding, mattresses, box springs, lumber, tires, and so forth.
- Covered and Consumer Electronic Devices: Covered e-waste such as computers, computer peripherals, telephones, answering machines, radios, stereo equipment, and so forth.
- Major Appliances/White Goods: Refrigerators, water heaters, stoves, and so forth.

CONTRACTOR will provide collection of these materials at the customer's designated set-out site on the customer's regularly scheduled collection day. CONTRACTOR will use a combination of frontloaders and flatbed vehicles for the collection of the above materials, the specifications of which are outlined in subsection *A-vehicles* located within this Section.

High Diversion Bulky Item Waste Collections

Bulky item collections for SFD and MFD customers, will be conducted according to the above listed schedule. Bulky Item collection to the extent feasible will take place without the use of compaction equipment to preserve the value of the materials for potential reuse.

Universal Waste Curbside Collection Program

CONTRACTOR will take any amount of U-waste set at the curb for recycling. Small electronic waste items such as cell phones may be placed on top of the recycling cart so they are not missed. Larger items may be placed next to the recycling cart. Should collection crews encounter large amounts of e-waste, workers will radio dispatch to send a bulky item collection crew out right away to pick up the materials. Residents may place household batteries and compact fluorescent light bulbs in ziplock baggies on top of their recycling carts for collection. All drivers will have secondary containment on their trucks to store small quantities of batteries and light bulbs during route collection activities. Batteries will be deposited into larger containers/drums at the Sun Valley facility for collection by CONTRACTOR's battery removal vendor.

Used-Oil and Filters Collection

CONTRACTOR will implement unlimited free curbside used motor oil and filter collection service with CITY approved containers and will also receive used-oil and filters at the CONTRACTOR's yard.

Holiday Tree Collection

Beginning December 26th and extending for the first ten regularly scheduled collected days annually, CONTRACTOR will provide curbside collection of all holiday trees. All holiday trees are collected utilizing regular collection equipment and personnel during this period. To remind customers about the holiday tree collection program and to convey guidelines, the CONTRACTOR may send out holiday tree collection information in billing statements or in newsletters, in the period just prior to the holiday season.

Exhibit 9

COLLECTION SERVICE OPERATIONS PLAN

As an enhancement, CONTRACTOR will collect holiday trees from multi-family premises from regular collection points upon request. The CONTRACTOR will also provide a holiday tree drop off for the first two weeks following December 26th at a location designated by the CITY Representative for additional holiday tree collection.

Sharps Collection– Enhancement for Seniors

Within one week after a residential customer request, CONTRACTOR will provide customer, at the customer’s residential premise without surcharge to that customer or to the CITY with an approved sharps container that has at least one gallon capacity for discard of sharps in accordance to the applicable law, and if further requested, a pre-paid postage container for mailing the approved sharps container in accordance with Applicable Law. **As an enhancement, CONTRACTOR will allocate 100 free one-gallon sharps containers each year for Seniors.** CONTRACTOR will include information and education regarding the sharps program (including information about free Sharps for seniors) in outreach efforts and will coordinate with local law enforcement and fire departments to provide outreach materials at public facilities.

CITY Services

CITY Facilities Collection

The implementation and collection of refuse, recyclables, green waste, food waste, used oil and debris boxes from CITY facilities will be managed identically to commercial/MFD customers. Also, these facilities are blended in to the routing/collection assumptions included in this section.

CITY Sponsored Events

CONTRACTOR will provide debris boxes, bins, carts, or cardboard boxes (lined with plastic bags) for capturing recyclables, green waste/organics and construction and demolition material at the following CITY sponsored special events or other events as deemed by the CITY in Exhibit 4 of the Agreement.

CONTRACTOR will supply a coordinator to work with the CITY and other community/civic groups to assist in the planning of these events. CONTRACTOR will provide clearly labeled containers, public information, and will work with the CITY to monitor containers and collection points to ensure adequate capacity during events. CONTRACTOR’s commitment in being a partner the CITY can count on, is to work to make each event successful, and to tailor the approach as necessary in order to do so. CONTRACTOR will provide planning services and provide the required services for the following events at least; CONTRACTOR has special expertise to share relative to several of the events, marked with an asterisks.

Current Sponsored Events:

- Cesar Chavez (Mar)
- Heritage Days (Jun)

Additional CONTRACTOR Proposed Events:

- Relay for Life*
- Little Leagues (by request)*

Collection Service Agreement**December 9, 2013****Exhibit 9****COLLECTION SERVICE OPERATIONS PLAN**

- Fourth of July (Jul)
- Summer Concerts (Aug)
- El Grilo (Sept)
- Menudo-Cook Off (Oct)
- Christmas Tree Lighting (Dec)
- Green Waste Shred Event
- Composting Workshops*
- School Fundraising Activities*
- E-Waste Recycling Collection Event
- Paper Shred Day*
- Earth Day Celebration*

CITY Street Receptacles and Public Collection

Public containers will be collected utilizing the bulky item collection crew and equipment. CONTRACTOR has allocated sufficient room in its routing for the collection of the public receptacles. The collection crew will scan the area for litter cans that require service first thing each morning 3 days per week on Monday, Wednesday, and Friday. CONTRACTOR will ensure that refuse is separated from recyclables to optimize diversion. This will be accomplished with a front loader, they will have a broom and shovel to clean any refuse dropped. Before departing the CITY they will check in with their supervisor/dispatch so any litter cans that require an additional service will be serviced at end of day.

The Route Supervisor will also be on hand to inspect for any overflow and will dispatch the nearest residential route to service overflowing containers immediately.

Annual Green Waste Shred Day

CONTRACTOR will sponsor and coordinate with the CITY Representative a green waste shred day for customers shredding of large green waste material. CONTRACTOR will offer residents free compost and mulch during the event at no additional cost. Mulch and compost will be provided in roll-off containers and CONTRACTOR's team will be on-hand and available to offer residents the compost and mulch individually. CONTRACTOR will also provide free compost and wood chips for CITY sites as needed.

Emergency Collection and Disposal Services

This value-added program is well-developed, fully operational, and ready to implement; it is discussed at the conclusion of this section.

A. VEHICLES

All vehicles meet and exceed the highest equipment specifications and safety standards in the industry. CONTRACTOR ensures all vehicles meet all specifications set forth in the *RFP* and this proposal, and are and will continue to be fully compliant with all environmental standards, rules, and regulations including those set forth by the US EPA, CAL/EPA, the California Air Resources Board (CARB), and the South Coast Air Quality Management District (SCAQMD). In addition, any new vehicle purchases will comply with SCAQMD Rule 1193. **For this contract, frontline collection equipment for solid waste, recyclable materials, and green waste and/or organics will consist of alternative fuel vehicles – compressed natural gas (CNG).**

Collection Service Agreement

December 9, 2013

Exhibit 9

COLLECTION SERVICE OPERATIONS PLAN

CONTRACTOR will allocate a combination of 7 frontline vehicles and an adequate number of support vehicles to meet the unique needs of the residents and Service Area, as indicated in the *Equipment Chart* located at the end of this subsection. **All of CONTRACTOR's frontline equipment for this contract will be CNG-powered.** CONTRACTOR's Sun Valley Division has a CNG fueling station installed on its premises. Other items of note that pertain to all collection vehicles, regardless of line of business include:

- Frontline collection vehicles will be labeled/identified as per the CITY's *Agreement*.
- All collection vehicles are stored in a secure and sanitary location: CONTRACTOR's Sun Valley Division operations yard.
- Regarding service, containers will be returned, upright, to their original set-out location.
- Drivers are also required, through CONTRACTOR policy and consistent with *Agreement* terms and conditions, to clean up any litter attributable to collection activity.

Equipment

The chart below indicates the frontline vehicles CONTRACTOR will utilize to make collections in the CITY of San Fernando, including vehicle type, model, year of manufacture, and anticipated remaining useful life as of the date of inventory.

Equipment List

Line of Business	No. of Units	Vehicle Type	Make	Model	Engine	Body Model	Year	Remaining Life
Residential/Cart Customers								
Trash	1	ASL	Autocar	Expeditor	Cummins ISL	Heil	2011	11
Recyclables	1	ASL	Autocar	Expeditor	Cummins ISL	Heil	2011	11
Organics	1	ASL	Autocar	Expeditor	Cummins ISL	Heil	2011	11
Commercial/MFD Bin Customers								
Trash	1	FEL	Autocar	Pacific	Cummins	McNeilus	2012	12
Recyclables	1	FEL	Autocar	Pacific	Cummins	McNeilus	2012	12
Organics/ Food Waste	1	FEL	Autocar	Pacific	Cummins	Mcneilus	2012	12
Industrial								
Roll-Off*	1	R/O	Autocar	Amrep	Cummins	Amrep	2013	12
Special Services								
Bulky Item Collection	1	Stake-Bed	Navistar	4300	International DT	Maxin	2006	6
Total Size of Dedicated Fleet	7	-	-	-	-	-	-	-

Delivery Guarantee

CONTRACTOR will utilize 2011 vehicles to commence franchise services in the Service.

Vehicle Specifications

Collection Service Agreement**December 9, 2013****Exhibit 9****COLLECTION SERVICE OPERATIONS PLAN**

Vehicle Type	Fuel	Axels	Gross Weight	Maximum Load Capacity	Turning Diameter	Number of Collection Compartments
Residential Equipment	CNG	3	34540	54999	N/A	1
Commercial Equipment	CNG	3	38140	54999	N/A	1
Roll-Off	CNG	3	28000	32000	N/A	1
Flatbed	DIESEL	2	8000	10000	N/A	1

Benefits of Proposed Collection Vehicles**Residential Automated Curbside Collection: CNG Residential Automated Sideloaders**

The residential side-loading collection vehicles specified are ideally suited for the solid waste and recyclable materials collection tasks required for the CITY's residential single family dwelling (SFD) and multi-family dwelling (MFD) cart customers, maximize productivity, and therefore increases the quality of service delivery to CONTRACTOR customers. The specified collection equipment also offers maximum flexibility for the residential collection applications contemplated in this proposal. These automated sideloaders will be used in the Service Area to collect residential refuse, recyclables, and green waste /organic material. In compliance with the *RFP* and CONTRACTOR's own policies, each collection vehicle will be equipped with a shovel, broom and spill kits. A system of mirrors and cameras aids drivers in operating the arm in making proper, accurate collections. Also as outlined in the previous subsection, these vehicles will accommodate the following collection applications:

- **Fully Automated Collection:**

This procedure involves the collection of carts placed at curbside and not obstructed, such that collection can be made in a fully-automated manner, without the driver dismounting the vehicle.

Commercial Collection: CNG Frontloaders

The commercial front-loading collection vehicles specified are specifically selected for the solid waste, recyclable and green waste/organics materials collection tasks required for the CITY's commercial and multi-family dwelling (MFD) bin customers, maximize productivity and are lightweight, and therefore increase the quality of service delivery to CONTRACTOR customers. The specified collection equipment also offers maximum flexibility for the commercial collection applications contemplated in this proposal. These automated front loaders will be used in the Service Area to collect commercial refuse, recyclables, and green waste or organic material. In compliance with the *Agreement* and CONTRACTOR's own policies, each collection vehicle will be equipped with a shovel, broom and spill kits. A system of mirrors and cameras aids drivers in operating the arm in making proper, accurate collections.

Industrial Collection: CNG Roll-Off Vehicle

Collection Service Agreement

December 9, 2013

Exhibit 9

COLLECTION SERVICE OPERATIONS PLAN

CONTRACTOR will operate one CNG roll-off vehicle for the CITY of San Fernando industrial collection service. The Roll-off vehicle selected will be manufactured by Autocar with Amrep frames. The vehicle will be equipped with automatic tarps for fast and complete covering of open top containers prior to transport. The roll-off truck will be equipped with a revving cylinder system (as opposed to a wench system) for lifting boxes onto the truck frame. This system is faster, stronger, and safer than the traditional wench system included with many roll-off units.

Bulky Item Collection, Universal Waste and Other Ancillary Collection Applications: Flat Bed Truck

CONTRACTOR will operate one flat bed vehicle with a lift gate for the collection of bulky items that cannot be compacted, such as white goods, e-waste, and covered electronic devices, as well as for cart delivery and exchange requests. The vehicle specified is a 24-foot flatbed trucks.

Maintenance Vehicles/Pick-Up Trucks

CONTRACTOR will utilize fully equipped road call maintenance vehicles to provide service in the field in order to respond to collection vehicle calls for assistance or repair. The cab and chassis will be manufactured by Ford and the truck will be fully equipped with compartments, tools, supplies, an air compressor, and other items to provide quick response and dependable road call service as needed.

Environmental Benefits of Proposed Collection Vehicles

The aforementioned information captures the benefits of the collection equipment CONTRACTOR has specifically selected for the CITY of San Fernando. The information provided below is intended to address the CITY's request to provide information on how the vehicles proposed will reduce air emissions, and reduce wear and tear on CITY streets.

- **Right-Sizing Service:** CONTRACTOR will right-size services levels/container capacity such that collection points look consistently clean and neat. This collection system creates an aesthetic appearance whether or not containers are placed within an enclosure. This collection system also ensures routing is optimized such as to reduce traffic and wear and tear on streets by ensuring service is consistent with customer needs.
- **Maximum Legal Payloads:** Routes are configured and wheel weight distributions expertly engineered to maximize payloads/efficiency and minimize CONTRACTOR's carbon footprint.
- **Quiet:** Ten CNG vehicles produce less noise while idling than one diesel collection vehicle idling. CNG-powered vehicles also reduce greenhouse gas emissions by approximately 23 percent over diesel models. **CONTRACTOR is proud to convey all of the frontline equipment, comprising of 7 total vehicles, selected for San Fernando are CNG.**
- **Routing:** All route activities will be conducted during the District's specified hours. The operations base from which each route is dispatched is determined based primarily upon optimizing efficiency, however, CONTRACTOR's thorough, dynamic routing approach also enhances worker/public safety, reduces carbon inventories, and minimizes street wear and tear. There are two components to routing: mapping and data confirmation, and route balancing.

Exhibit 9

COLLECTION SERVICE OPERATIONS PLAN

Mapping and Data Verification: CONTRACTOR uses a sophisticated software program called *Route Editor* in tandem with its customer database to plot and develop routes. All driver activities and offload sites are taken into consideration in the route development process.

Route Balancing and Finalization: Route supervisors review proposed routes to document travel paths. Special treatment is given to areas where children are frequently present; in addition to the schools themselves this also includes playgrounds, parks, community centers, and libraries. Finally, routes are balanced to ensure that volumes/tons collected are equalized between them, and that when all productivity assumptions and driver activities are factored in hours worked are also equalized between drivers to the greatest possible extent. Route Editor technical information will be provided to the CITY upon request.

Environmental Stewardship

Additionally, CONTRACTOR's commitment to the environment is evident in its maintenance shop practices, where everything that can be recycled, is recycled, including:

- Motor Oil
- Hydraulic Oil
- Antifreeze
- Oil, Transmission, and Fuel Filers
- Tires
- Metal Parts
- Batteries
- Brakes

Communications to Track and Monitor Collection

Each vehicle has two-way radio and monitoring equipment with Network Fleet Global Positioning System (GPS) for efficient communication with our office, dispatcher, customer service representatives, route supervisors, and other field personnel. Network Fleet is accessible from any computer, easy to use, customizable, and offers data access management features for unlimited users. Field, office, and dispatch personnel have cell phone and radio communication capabilities to maintain the highest level of access and communication with our office, dispatch, and CITY personnel.

Field communications are conducted utilizing Nextel cellular phones/two-way radios. Field communications are directed through Dispatch to Field Supervisors and Drivers. The CONTRACTOR's workorder system ensures all requests are completed.

CONTRACTOR's Nextel phones employ Nextmail technology, which allows for the transmission of a voicemail message in the form of an email to an individual or group. This feature is based on walkie-talkie technology—providing additional reliability. To use the feature, Dispatchers press the talk button on their handset and record their message, which is then transferred to the driver(s) as an email with an embedded link to click on to listen to their message. This allows for the transmission of global messaging

Collection Service Agreement

December 9, 2013

Exhibit 9

COLLECTION SERVICE OPERATIONS PLAN

to all drivers, to select drivers, or to a single driver. CONTRACTOR has communications protocols in place to ensure all requests are closed each day.

Vehicle Maintenance and Safety

All collection equipment—both vehicles and containers—are maintained at the CONTRACTOR's Sun Valley operations base. CONTRACTOR's fleet of vehicles undergoes the most extensive preventive maintenance procedures in the industry, which leads to a safer, more efficient, and environmentally sound collection process. CONTRACTOR vehicles undergo rigorous preventive maintenance procedures and comprehensive pre- and post-trip inspections which exceed industry standards to ensure the highest level of performance and safety while on route and minimal downtime. These procedures, along with CONTRACTOR's route optimization program and quick disposal turn-around, translates into fewer trucks and truck time on the streets, less air and noise pollution, less wear and tear on the infrastructure, less traffic congestion on public streets, and an enhanced level of safety in the community.

CONTRACTOR has a well-established vehicle maintenance program that includes tracking and recording detailed maintenance history of every piece of rolling stock. The CONTRACTOR keeps accurate and detailed maintenance logs—available to CITY personnel for inspection upon request—identifying each vehicle by unique identification number, date purchased, dates of routine maintenance, dates of any additional maintenance, as well as a description of the maintenance performed. Recently, CONTRACTOR has implemented a new maintenance initiative entitled *One Fleet*. Information about the program is included in an attachment located at the conclusion of this subsection. **If for any reason a vehicle cannot be repaired in a reasonable amount of time an alternate vehicle will be deployed to complete the route. Due to the CONTRACTOR's close proximity to the CITY, CONTRACTOR has the ability to deploy a vehicle within a half hour.**

Tracking and Reporting of Equipment Maintenance and Repairs

CONTRACTOR's reporting system for tracking vehicle maintenance, vehicle performance, and adherence to CONTRACTOR policies relative to such is called *Dossier*, which enables CONTRACTOR to produce weekly reports that are used by the Division Maintenance Manager to monitor performance and take appropriate action steps when necessary to enforce compliance with CONTRACTOR policy and procedure. Some of the maintenance-related reports the *Dossier* system produces and which are also covered in weekly maintenance and operations meetings are:

- Maintenance Cost per Vehicle Report (with high-cost trucks noted)
- Road Call Report
- Towing Report
- Drive Compliance and Error Report
- Mechanic Productivity Report
- Fuel and Meter Report
- System Code Spreadsheet Report
- Preventive Maintenance (PM) Report (with overdue PM sub-report)

Collection Service Agreement**December 9, 2013****Exhibit 9****COLLECTION SERVICE OPERATIONS PLAN****Vehicle Inspection Reports – Vehicle Scheduled Maintenance**

Key to the preventive maintenance program is daily completion of vehicle inspection reports. This is done by the collection vehicle's assigned driver, and includes both a pre- and post-trip inspection. Drivers check fluid levels, lights, tires, and other safety-related areas of their truck and indicate on the inspection report any defects or deficiencies found that day. Shop personnel review the report and check any items marked by the driver as being questionable or problematic. Mechanics then make any needed repairs before the vehicle returns to the route. Furthermore, each vehicle undergoes a thorough and comprehensive preventive maintenance inspection (PMI) every 150 hours of service. This inspection is conducted by a trained and certified brake inspector, according to USDOT requirements. The vehicle is inspected from the top to the bottom and the front to the rear including, but not limited to: tires, air pressure, brakes, air system, safety camera system, gauges, engine, cooling system, hydraulic system, batteries, and general overall equipment operation. The vehicle is thoroughly lubricated and fluids sampled and changed if required. If repairs are needed, all priority repairs are completed prior to the vehicle being returned to service; repairs that can be are scheduled to be completed at the next service. PMIs are set at different levels ranging from PMI-A to PMI-E. Each level represents a more intense inspection and/or requires different fluid levels changed, e.g. oil, hydraulic, coolant, differential, and so forth.

Vehicle Scheduled Cleaning, Appearance and Information

CONTRACTOR maintains its solid waste and recycling collection fleet in clean condition and in excellent repair at all times. All vehicle parts and systems are checked by maintenance staff according to CONTRACTOR's established maintenance procedures and the manufacturer's recommended preventive maintenance schedule to ensure that the vehicles operate properly and safely. CONTRACTOR's route drivers are required to conduct pre- and post-trip vehicles inspections, as referenced previously in this section, as part of the daily routine in order to assure all equipment is operable and safe before use. CONTRACTOR washes all collection vehicles at least once a month at a wash station to ensure vehicles clean appearance conforming to Best Management Practice guidelines for non-point source pollutants, and in accordance with the *Agreement*. CONTRACTOR's vehicles will appear with the following information on the outside: CONTRACTOR name, telephone, vehicle identification number and vehicle driver alert sticker information (further information regarding the driver alert safety program is provided under *Safety*.)

Vehicle Signs

As indicated in the draft *Franchise Agreement*, CONTRACTOR's vehicles are equipped with frames that are capable of securing signs in the dimensions provided (at least six inches high on each side and the rear of the vehicle.) Consistent with the *Agreement*, CONTRACTOR will not install signs except those promoting recyclable materials and organics waste programs. CONTRACTOR will work with the CITY and obtain the CITY Representative's approval prior to producing and installing vehicle signage.

Exhibit 9**COLLECTION SERVICE OPERATIONS PLAN****Equipment Safety Features**

All CONTRACTOR collection vehicles are equipped with the following items to assure both public and employee safety during all on-route and off-route operations:

- ABS braking system
- Rear vision camera
- Back-up alarm
- Battery disconnect
- Safety triangles
- Fire extinguisher
- Dual air horn
- Prutsman 7 x 16" West Coast Mirrors
- Dual convex safety mirror
- Body hoist, arm, rear door warning alarms
- Rear working strobe warning light.

The back-up cameras, LED lighting, back-up lights audible warning devices, and yellow hazard lights are activated when the vehicle is forced to maneuver in safety sensitive areas, ensuring the highest level of safety on public streets. In addition, as previously stated each vehicle is equipped with a broom, shovel, spill kit, and emergency equipment to manage most incidents that may occur on-route.

Reserve Fleet

CONTRACTOR maintains a reserve fleet comprised of a sufficient number of units to be used in the event that a route truck is removed from service for either routine maintenance or due to downtime for necessary repairs. If a route truck must be removed from service during the collection day, a back-up collection vehicle will be dispatched and put into service within one-half hour of the time the breakdown occurs. Service interruptions due to mechanical breakdowns on route will be further minimized since the CONTRACTOR's solid waste, recycling, and green waste routes are serviced by the same type of collection vehicle (identical cab, body, engine, and capacity), which means that all trucks in the reserve fleet will be available to provide back-up for either type of service.

B. CONTAINERS**Automated Carts**

CONTRACTOR proposes to procure new residential carts that will be injection molded (with the name of the CITY, type of materials to be collected and with instructions for proper use) and manufactured by Otto Industries meeting CITY Specifications.

CONTRACTOR has secured a guarantee from cart manufacturer Otto Environmental to produce and deliver to CONTRACTOR's Sun Valley Division a sufficient inventory of carts that match the CITY's specifications as outlined in the *Agreement*.

Collection Service Agreement**December 9, 2013****Exhibit 9****COLLECTION SERVICE OPERATIONS PLAN**

CONTRACTOR has outstanding rapport with the manufacturer. See the letter guaranteeing manufacture and delivery of the carts on the following pages of this subsection. Otto Environmental carts meet all specifications outlined in the *Agreement*. Container Specifications are as follows:

Container Chart

Automated Cart Specifications	Refuse Carts	Recycling Carts	Green/Food Waste Carts
	<i>Residential Sizes:</i> 65 gallons = default size 96- and 32- gallon also offered.	<i>Residential Size:</i> 65 gallons= default size 96- and 32- gallon also offered.	<i>Residential Size:</i> 65 gallons= default size 96- and 32- gallon also offered.
Color	Dark Grey/Black	Blue	Green
Dimensions for 65 gallon Container	Overall height: 42.3", Loading Height: 39.1", Overall width 25.125", Overall depth: 29.5", Minimum Grip Diameter: 24"		
Dimensions for 65 gallon Container	Overall height: 42.3", Loading Height: 39.1", Overall width 25.125", Overall depth: 29.5", Minimum Grip Diameter: 24"		
Dimensions for 95 Gallon Container	Overall height: 38.5", Loading Height: 36.25", Overall width 18.88", Overall depth: 22.50", Minimum Grip Diameter: 17.7"		
Shape	Contoured body optimized for automated lifting equipment		
Wheel	32g-8", 65 & 95g – 10"		
Base Structure	The bottom of the container has molded in wear ridges that extend around the bottom perimeter. The wear ridges protect the container from abrasive wear on hard surfaces and add structural support to the container base.		

Benefits of Automated Carts Selected

Lids: Containers have lids which continuously overlap the container body and that:

- Prevent intrusion of water, rodents, and other vectors.
- Prevent odor emissions.
- Enables the complete flow of materials from the container while being emptied.

Collection Service Agreement**December 9, 2013****Exhibit 9****COLLECTION SERVICE OPERATIONS PLAN****Body Design:** Containers are engineered such that

- They are weighted to mitigate toppling over while empty due to wind and other factors.
- They are easy to maneuver.

Recycled Content: Containers are engineered such that

- They are made of at least 30% after-market recycled material
- They are made of at least 50% of virgin resin to ensure that the plastic has the integrity to withstand the "robust" use it gets from truck lifters and grabbers.

Manufacturer Warranty: Containers are covered such that

- The manufacturer's warranty for the carts is ten (10) years against manufacturer defects.
- More specifically, the warranty covers failure in normal and regular use due to improper or inadequate materials or defective workmanship, for a period of 10 years from date of shipment.

Bins

Debris Bins will be provided ranging in size from 1 to 6 cubic yards capacity. The bins will be freshly painted at the start of the new Collection Services Agreement and will be labeled, painted, laminated or embossed with a unique identifications number and the type of materials to be collected.

Debris Boxes

Debris boxes will be provided ranging from 10 to 40 cubic yards to residents and businesses on an as needed basis. Debris boxes will be newly painted, property marketed and in good working order.

Container Past Experience

As inferred in CONTRACTORs *References* and *Experience Citations* provided in the CONTRACTOR's *proposal*, the CONTRACTOR has ample experience in coordinating the delivery, exchange and/or refurbishment of containers through the many local transitions and program start-ups the CONTRACTOR has conducted in Los Angeles County. As the largest holder of exclusive integrated waste management services contracts in Los Angeles County holding long-term exclusive solid waste collection contracts with 27 municipalities in the Los Angeles, CONTRACTOR has experience with every type of cart, bin and debris box container and for the purposes of this contract, CONTRACTOR has specifically selected the identified manufacturers which the CONTRACTOR has extensive experience providing quality, durable and reliable containers. CONTRACTOR services over 225,000 residential curbside accounts and approximately 16,000 commercial/industrial accounts within the 27 exclusive contacts has consistently used the manufactures presented throughout our contracts located in the CITY and County of Los Angeles.

Otto Environmental Systems specifically is selected as the manufacturer of choice for the CITY of San Fernando to make waste and recycling in the CITY a more sustainable process. Throughout many of CONTRACTOR's newly transitioned Cities, CONTRACTOR has witnessed the benefits of utilizing these carts including their level of recycled content, the use of fewer materials in their manufacturing process, the longevity of their products and ease of cleaning. The plastic and steel axels both utilize recycled

Collection Service Agreement**December 9, 2013****Exhibit 9****COLLECTION SERVICE OPERATIONS PLAN**

content which meet the direction of the CITY of San Fernando's goals. Otto carts are also molded and assembled in the USA. Additionally, raw material for recycling bins is sourced 100% domestically.

Container Capacity

CONTRACTOR affirms the containers selected provide sufficient capacity based on the requirements in the *Agreement*. Additional container specifications including but not limited to volume capacity and load.

Container Maintenance, Cleaning, Standard Appearance

CONTRACTOR will maintain a sufficient inventory during the term of this Agreement for replacements and exchanges. Whenever a container is delivered to a customer, regardless of the situation, it will be clean and in excellent working condition. The container will be labeled as indicated in the *Agreement* with the name of the CITY, type of materials to be collection, and instructions for proper use. All collection equipment—both vehicles and containers—are maintained at the CONTRACTOR's Sun Valley operations base. CONTRACTOR will perform an annual inspection and cleaning of bins and debris boxes once each agreement year, at no charge to the CITY or customer. At this time, CONTRACTOR will inspect all bins used for refuse, recycling, organic waste, and debris boxes once a year and will replace those bins or containers needing cleaning or repair with clean bins or containers that are in proper condition and remove the dirty or faulty bins or containers for cleaning or repair.

Attachment: Container Guarantee

Collection Service Agreement

December 9, 2013

Exhibit 9

COLLECTION SERVICE OPERATIONS PLAN



Collection Service Agreement

December 9, 2013

Exhibit 9

COLLECTION SERVICE OPERATIONS PLAN

C. ROUTE OPERATIONS

Number of Vehicles

CONTRACTOR will allocate a combination of 7 frontline vehicles (all CNG) and an adequate number of support vehicles to meet the unique needs of the residents and businesses in the Service Area

Routes

Preliminary routing assumptions are presented in the cart below. CONTRACTOR understands the CITY's interest in reducing service dates and reducing wear and tear on CITY streets. **The following San Fernando Collection Details chart demonstrates that CONTRACTOR has achieved a reduction in the number of SFD collection days, by eliminating Friday as a service collection day.** Collection services will be coordinated to the CITY's street sweeping schedule and parameter as outlined in the Agreement.

San Fernando Collection Details

Residential Routes			Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Total Hours
#s	Type	Truck Type	Hours	Loads	Hours	Loads	Hours	Loads	Hours	Loads	Hours	Loads	Hours	Loads	
1	T	RSL	11.5	2	11.5	2	11.5	2	11.5	2					46
1	R	RSL	11	1	11	1	11	1	11	1					44
1	GW	RSL	11	2	11	2	11	2	11	2					44
1	Bulky	RSL	5	1	5	1	5	1	5	1					20
Commercial Routes															
2	T	FEL	22	4	22	4	22	4	22	4	22	4	16	2	126
1	SSR/GW	FEL	10	1	10	1	10	1	10	1	10	1			50
Industrial (Debris Boxes)															
1	All	RO	12	10	12	10	12	10	12	10	12	10	8	6	68

Legend – Route Types: T = Trash; G=Green Waste; SSR = Source Separated Recycling;
 Legend – Truck Types: RSL = Residential Sideloader; FEL = Frontloader; RO = Roll-Off

Collection Service Agreement**December 9, 2013****Exhibit 9****COLLECTION SERVICE OPERATIONS PLAN****Staffing Chart**

CONTRACTOR will assign one professionally trained driver to each route and more than adequate staffing for all route operations, maintenance and customer service. Based on the current operating assumptions, CONTRACTOR will require one driver per vehicle with 3 passes per account by commodity (MSW, Recycling and Green Waste or Organics.)

The Employees not named in the Organization Chart in the CONTRACTOR's proposal and involved in daily operations that pertain to the route operations, including drivers, mechanics and customer service personnel are included in this Staffing Chart

Activity		Drivers
Residential		3
Commercial/Multi-Family		3
Roll-Off		1
CITY Services		1
Maintenance		
Mechanics		13
Call Center /Billing Representatives		
Customer Service	Representatives	48
<i>Local call center.</i>		
Dedicated Billing	CSR/Outreach	1

Dedicated Drivers

CONTRACTOR's experienced drivers have been serving the Greater San Fernando Valley area for many years. These drivers are incredibly familiar with the routing and operations of CONTRACTOR Services cities, and they take pride in serving the community, the neighborhoods, the residents, and customers with unique service needs. CONTRACTOR's drivers are committed to adhering to the safety requirements when traveling within the area. CONTRACTOR honors our drivers not only for their daily commitment to service and for completing our rigorous safety training programs, but the CONTRACTOR also honors and award our drivers for providing value-added service that goes above and beyond their daily charge, as referenced in the additional programs depicted on the following pages in this section.

Collection Service Agreement**December 9, 2013****Exhibit 9****COLLECTION SERVICE OPERATIONS PLAN****Driver Responsibilities:**

- Perform complete pre- and post-operation inspection of the vehicle in accordance with CONTRACTOR policy to ensure tire pressure, fluid levels, safety equipment, gauges, and controls are in proper working order. Report any safety issues on standard reports.
- Safely operate his or her heavy truck along his or her designated route and to the disposal site; read route sheet, follow map and service each customer as identified on the route sheet or as assigned by the dispatcher and/or supervisor.
- Operate manual and/or automatic controls in accordance with CONTRACTOR safety policies and procedures to lift and load refuse, operate compactor and dispose of collected material at the designated facility.
- Courteously interact with all customers, dispatchers and others on a daily basis to ensure all customer routes are serviced in a timely manner.
- Identify unsatisfactory waste containers and tag containers in accordance with applicable departmental procedures.
- Continuously monitor waste for evidence of unacceptable waste.
- Clean area around an accidental waste spill, ensuring adherence to all applicable safety standards and policies.
- Continuously monitor the condition of the vehicle to ensure it is operationally ready at all times to minimize down time; clean waste from the packer blade and truck body on each disposal trip.
- Complete required route/productivity sheets, VCRs and other reports, as required.
- Maintain adherence to required productivity standards for the department to ensure all customers are serviced in a timely and efficient manner.
- Follow all required safety policies and procedures.
- Actively participate in the CONTRACTOR's ReSOP program.
- Perform other job-related duties as assigned.

Vehicle Advantages/Disadvantages

CONTRACTOR is proud to emphasize all of the frontline equipment, comprising of 7 vehicles, selected for San Fernando are CNG. CONTRACTOR recognizes ten CNG vehicles produce less noise while idling than one diesel collection vehicle idling. CNG-powered vehicles also reduce greenhouse gas

Collection Service Agreement**December 9, 2013****Exhibit 9****COLLECTION SERVICE OPERATIONS PLAN**

emissions by approximately 23 percent over diesel models. One of the disadvantages of CNG vehicles is the reduction in capacity due to the additional weight of the CNG fuel tanks.

Communications to Track and Monitor Collection

Each vehicle has two-way radio and monitoring equipment and Network Fleet Global Positioning System (GPS) for communication with our office, dispatcher, customer service representatives, route supervisors, and other field personnel. Field, office, and dispatch personnel have cell phone and radio communication capabilities to maintain the highest level of access and communication with our office, dispatch, and CITY personnel. Provided below is a detailed quality control plan, called *Driver Service Management (DSM)* which has been implemented in the Sun Valley division to ensure extensive driver check-in and provide superior customer service.

Quality Control

To ensure extreme reliability and a consistently high level of customer service, the Sun Valley Division has implemented a CONTRACTOR quality control program called *Driver Service Management (DSM)*.

Driver Service Management includes an extensive driver check-in process. Regular auditing of paperwork to ensure procedures are consistently and correctly followed provides another tier of monitoring. The program carries a guaranteed commitment to address and completely resolve all driver issues within seven days of discovery. Other key benefits of this program include:

- Increased driver communication and accountability with CONTRACTOR management.
- Improved documentation and resolution of driver issues.
- Improved customer service: for example, reduction in misses and accurate reporting of overages.
- Improved on-route safety.

The program is monitored and conducted by a CONTRACTOR Driver Service Coordinator, whose responsibilities include:

- Conducting pre-route briefing with drivers;
- Conducting post-route briefing with drivers;
- Entering and monitoring DSM issues;
- Running and distributing reports.

Drivers are responsible for observing and recording issues while performing collection duties, and interacting with the Driver Service Coordinator during the pre- and post-route briefings and reporting issues each day.

The following CONTRACTOR department managers receive daily reports from the Driver Service Coordinator each day: customer service, maintenance, operations, sales, and safety. CONTRACTOR's General Manager is responsible for stepping in to expedite resolution of critical issues as necessary.

The objective of the pre-route briefing is to ensure all drivers have the necessary tools to run their routes safely, competently, and with great accuracy each day. The Driver Service Coordinator reviews the following topics during the briefing:

Collection Service Agreement**December 9, 2013****Exhibit 9****COLLECTION SERVICE OPERATIONS PLAN**

- Confirms the driver is wearing the proper uniform and gear: clean uniform and personal protective equipment (PPE).
- Confirms the driver has the necessary route paperwork: sequenced route sheets and special/extra paperwork.
- Confirms the driver has completed the pre-trip vehicle inspection report (VCR).
- Expresses CONTRACTOR expectations that the entire route will be completed that day.

During collection activities, drivers are instructed to make notes on their route sheets throughout the day.

The objective of the post-route briefing is to collect all valuable route information from each driver. Driver Service Coordinators must complete the post-route briefing section of the *Driver Check-In* form and drivers must sign the form before clocking out each day. Topics covered are conveyed in the post-route information sheets included at the end of this section.

Finally, Driver Service Coordinators are responsible for entering new issues into CONTRACTOR's computer system on the day the item is reported during the post-briefing. Issues are assigned to the appropriate department in this process. For example, customer service will receive issues such as billing concerns and questions; operations will receive issues such as poorly sequenced routes; sales will receive items such as commercial overage issues; safety will receive information pertaining to safety items such as low hanging wires or dangerous container locations; and maintenance will be forwarded issues such as container repair/replacement needs.

The Driver Service Coordinators are responsible for generating and distributing reports to the appropriate CONTRACTOR managers for resolution. They are also responsible for follow-up and tracking of open items. Should an item remain open for longer than seven days, it is forwarded to the General Manager to bring matters to a quick resolution. CONTRACTOR's OSC program auditor reviews all documentation and processes regularly to ensure full compliance. The following reports are issued through this program:

1. *Driver Services Issues Cover Sheets* are printed automatically each day for any route that has associated issues and is distributed to drivers along with their daily route sheets.
2. *Open Issue Reports* are run daily by department managers and includes the day's new issues.
3. *Aged Open Issue Reports* are run by the Driver Service Coordinator as needed and is intended to bring awareness to the General Manager of challenging issues that need to be closed out.
4. *Closed Issue Reports* are posted weekly in the driver break room to increase driver awareness.

List of Vehicle Collection by Material Type

The Equipment Chart located in Exhibit provides information for the type of material each vehicle will collect.

D. FACILITIES

The facilities CONTRACTOR will utilize by program type are listed below, including the facility name, owner, location, capacity and distance from the CITY centroid. CONTRACTOR guarantee's capacity for all commodities between our own facilities and third party facilities listed below.

Collection Service Agreement

December 9, 2013

Exhibit 9

COLLECTION SERVICE OPERATIONS PLAN

Facilities

Program	Facility/Owner/Location	Distance from CITY	Capacity
Single Stream Recycling	Sun Valley Paper Stock Owner: Allan CONTRACTOR 8701 San Fernando Road Sun Valley, CA 91352	7 miles	750 Tons per day
	Contingency: Conservation Station Owner: Randfam Inc 20833 Santa Clara Street Santa Clarita, CA 91351	14 miles	200 tons per day
	CVT Recycling Center /MRF Owner: CONTRACTOR Services 1131 N Blue Gum Street Anaheim, CA 92806	51 miles	6,500 tons per day
Municipal Solid Waste Collection	Sunshine Canyon Landfill Owner: CONTRACTOR Services 1131 N Blue Gum St. Anaheim, CA 92806	5 miles	6,500 tons per day
	Contingency: Chiquita Landfill Owner: County of LA 29201 Henry Mayor Drive Castaic, CA 91384	19 miles	6,000 tons per day
Green Waste Collection	Conservation Station Owner: Randfam Inc 20833 Santa Clara Street Santa Clarita, CA 91351	14 miles	200 Tons per day
	Contingency: Community Recycling Owner: Crown Disposal 9189 DeGarmo Avenue Sun Valley, CA 91352	7 miles	1,700 Tons per day
Organic Waste (Food Green and Waste) Collection	Community Recycling Owner: Crown Disposal 9189 DeGarmo Avenue Sun Valley, CA 91352	7 miles	1,700 Tons per day
Construction and Demolition Collection	Conservation Station Owner: Randfam Inc 20833 Santa Clara Street Santa Clarita, CA 91351	14 miles	200 tons per day
	Contingency: Falcon Refuse Center and Transfer Station Owner: CONTRACTOR Services 3031 East I Street Wilmington CA, 90744	39 miles	1850 tons per day

Collection Service Agreement**December 9, 2013****Exhibit 9****COLLECTION SERVICE OPERATIONS PLAN**

Refuse to Energy Facility	Commerce Refuse To Energy Facility	30 miles	1000 tons per day
	Owner: County of LA, Sanitation District		
	5926 Sheila Street		
	Commerce CA, 90040		
Operations Yard	CONTRACTOR Services, Sun Valley	6 miles	N/A
	Owner: CONTRACTOR Services		
	9200 Glenoaks Blvd		
	Sun Valley, CA 91352		
	*CNG fueling at this location		

E. SAFETY**Safety Requirements: Comprehensive Policies, Procedures and Training**

CONTRACTOR and its employees maintain strict compliance with all applicable Cal-OSHA and Federal, State, and Local safety requirements while performing all work related functions. These requirements include extensive training and testing, maintaining compliance with all relevant on and off-road policies and procedures, and wearing of suitable clothing, gloves, and shoes, and so forth. CONTRACTOR has very low occurrence of incidents/accidents due to its CONTRACTOR-wide emphasis on safety, and the extensive training and on-going educational programs that CONTRACTOR uses and continues to develop. CONTRACTOR requires all of operations personnel to participate in extensive in house (off truck) training and testing as well as on road auditing and policy reinforcement.

■ ReSOP Program

This training process includes on route auditing (by a Supervisor) of our drivers and routes through CONTRACTOR's Safety Observation Program (ReSOP). ReSOP auditors use a detailed checklist and program for identifying compliance and non-compliance with a variety of driver and helper vehicle operation and collection operation policies and procedures, with corresponding corrective action steps and follow-up actions.

■ Zero Tolerance Safety Policy

CONTRACTOR owes it to customers and employees to take a zero tolerance position with respect to CONTRACTOR safety policies. In addition to standard disciplinary procedures or point policy enforcement of all safety rules listed in the CONTRACTOR's "Driver, Helper, & Equipment Operator Safety Guide", the CONTRACTOR has developed a list of specific safety violations that, when verified, will result in an employee's immediate termination for the first offense. While CONTRACTOR's position may be stricter than some other solid waste companies when it comes to certain of the violations under our zero tolerance policy, CONTRACTOR believes maintaining a zero tolerance stance will in the long term serve the best interests of our customers and our employees on the whole. We would be pleased to answer any questions the County may have regarding our Zero Tolerance Safety Policy.

■ Safety Meetings

CONTRACTOR's Operations, Maintenance, and Risk Management departments hold weekly and

Collection Service Agreement**December 9, 2013****Exhibit 9****COLLECTION SERVICE OPERATIONS PLAN**

monthly safety meetings and CONTRACTOR maintains a performance bonus program based upon the safety records. The amount of the safety rewards are significant and have served to create a tremendous incentive for CONTRACTOR employees to maintain the highest level of safety in the workplace and on County streets.

CONTRACTOR provides intensive safety training for all its employees to develop on-going awareness through a combination of annual training of all supervisory personnel and monthly tailgates for all collection crews. Tailgate topics are developed based on previous accident situations, potential for an accident to occur, or subject matter required under CAL/OSHA regulation. CONTRACTOR prepares well-developed tailgate sessions, provides appropriate translators to engage all employees, encourages open discussion and participation by all, and documents every session. Tailgate topics include, but are not limited to, the following:

- Injury and illness prevention/safety rules
- Back injury prevention
- Emergency response/fire safety
- Exposure control plan
- Drug and alcohol program
- Personal protective equipment
- Employee right-to-know
- Hearing conservation safety
- Lock out and tag out safety
- Slips, trips, and falls
- Confined space entry
- Workplace violence prevention

In addition, all CONTRACTOR vehicles are equipped with back-up cameras, LED Lighting, back-up lights, audible warning devices and yellow hazard lights that are activated when our vehicle is forced to maneuver in safety sensitive areas. CONTRACTOR drivers are trained to avoid congested areas and obstructions and to re-route in order to avoid these safety sensitive areas.

Safety Recognition Program

The CONTRACTOR Services *Safety Recognizing Excellence* Program is designed to identify, recognize and reward safety-sensitive employees in the CONTRACTOR who are dedicated to safety and excellence in their workplace. This program consists of two tiers that recognize and reward safety-sensitive employees who have excelled in key areas. Employee safety and excellence will be measured with six criteria which include no preventable accidents, no lost time injuries, no safety warning letters, and perfect attendance. Annually each employee who qualifies is recognized and wins an award.

Drivers' Alert System

CONTRACTOR is dedicated to continually identifying and correcting unsafe behavior. **All of our drivers**

Exhibit 9

COLLECTION SERVICE OPERATIONS PLAN

are monitored through the Drivers' Alert System. When any call is made by the public via a phone number and unique truck number identified on a sticker applied to the rear of each vehicle, an alert goes out to the local management, safety and our president identifying the incident. The driver is then counseled and the event logged as part of our driver grading system. This is a closed loop system where once action has been taken to correct the behavior of the employee a report is submitted back to the Drivers' Alert System.

Driver Grading System

The Los Angeles Area of CONTRACTOR uses a grading system to rate safe driver performance and to identify those drivers who require additional training and monitoring. Each month any incident or Drivers' Alert is catalogued and evaluated relative to each driver. The frequency of events determines a grade. The organization then identifies at-risk drivers and focuses employee observations, in-cab ride-a-longs and training to correct driving behavior.

Working Condition Commitments and Policies

The CONTRACTOR's recent growth has been phenomenal, but the future for the CONTRACTOR and its associates holds even more potential. In order to continue to grow and operate its business effectively, CONTRACTOR places great importance on its human capital — the employees who have helped to bring CONTRACTOR this far. The CONTRACTOR recognizes that its employees are the most important CONTRACTOR asset.

CONTRACTOR endeavors to provide the very best working conditions, including a safe working environment, competitive pay and benefits, and many opportunities for professional growth. In addition, the CONTRACTOR has established a range of corporate policies and programs benefiting our employees in order to continue CONTRACTOR's tradition of excellence in creating a healthy, productive work environment for our employees. Some of these policies and programs are described below.

CONTRACTOR conducts its business according to the highest ethical standards. All CONTRACTOR employees have a right to work in a safe environment and each employee is responsible for insuring that business is being conducted according to applicable laws and regulations and the policies of CONTRACTOR.

Compliance Program

CONTRACTOR designed a compliance program to help employees understand both what is expected of them and how to accomplish these expectations. The program consists of a *Compliance Program Guide* that is given to every employee, a *Code of Business Ethics and Conduct* that establishes CONTRACTOR's guiding ethical principles and standards for conducting business, and *Corporate Policies* that are the specific compliance policies to which employees must adhere. This program makes compliance with high standards of business conduct mandatory for every employee. Employees are required to review the program and certify their understanding of their responsibility to abide by it. In addition, a Corporate Compliance Committee has been established to oversee and monitor the Program.

Exhibit 9

COLLECTION SERVICE OPERATIONS PLAN

Corporate Policies

Summaries of Corporate Policies addressing working conditions include the following:

■ **Alcohol and Drug Abuse**

CONTRACTOR is committed to providing a safe and healthy environment with no tolerance for employees under the influence of drugs or alcohol who jeopardize the CONTRACTOR's commitment and may make driving, operational, or computational mistakes that may cause serious injury, death, or damage to CONTRACTOR or public property. We perform a very important and highly visible public service. We also compete for new business in a changing and competitive market. To do this, our employees must perform their jobs to the best of their abilities and with a clear mind.

■ **Occupational Safety and Health**

All CONTRACTOR employees are expected to follow safe work practices, comply with health and safety standards, and report unsafe conditions.

■ **Non-Discrimination**

It is the aim and responsibility of CONTRACTOR to maintain a fully qualified staff. CONTRACTOR's policy is to give equal opportunity in employment, training, compensation, promotion, termination, and other CONTRACTOR programs without regard to race, color, religion, sex, national origin, age, disability, veteran status, marital status, gender, sexual orientation. Employees are selected from qualified potential applicants based on ability, aptitude, education, experience, reliability, skill, training, and physical ability (with reasonable accommodations) to perform the job. Employment decisions shall comply with all applicable laws prohibiting discrimination in employment including Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Immigration and Nationalization Act, and any other applicable state and federal laws and regulations. Discrimination or harassment will not be tolerated from any employee, including supervisors or managers, or from any outsider dealing with CONTRACTOR. Employees are expected to report such incidents immediately.

■ **Sexual Harassment**

CONTRACTOR's policy is to maintain a work environment free from sexual harassment. Unwelcome sexual advances, requests for sexual favors, or other forms of verbal, visual, or physical conduct of a sexual nature are unacceptable, will not be tolerated, and are expected to be reported immediately. Any employee who feels that the CONTRACTOR has not met its obligation under the policy is urged to contact the director of human resources. An effective No-Harassment Policy depends on all employees working together to address this very important subject.

■ **Wage and Hour Laws**

CONTRACTOR will comply with all federal, state, and local wage and hour law requirements. Employees are required to report promptly all known or suspected violations of the law or the program to their manager, CONTRACTOR's legal department, human resources, or the Corporate Compliance Committee. Reports may be made directly or anonymously through the CONTRACTOR's toll free AlertLine. Reports of suspected violations will be promptly and thoroughly investigated, and employees who make reports in good faith will not be subject to reprisals. To the

Collection Service Agreement**December 9, 2013****Exhibit 9****COLLECTION SERVICE OPERATIONS PLAN**

extent permitted by law, CONTRACTOR will take reasonable precautions to maintain the confidentiality of both the person making the report as well as the person about whom the report is made. Employees who violate the law or CONTRACTOR's Program will be subject to discipline up to and including termination. Discipline is enforced in a fair and consistent manner, while the form of discipline is decided on a case-by-case basis.

Workplace Violence Prevention

The CONTRACTOR has a strong commitment to its employees to provide a safe, healthy, and secure work environment. CONTRACTOR maintains a Zero Tolerance policy when it comes to violence in the workplace. While CONTRACTOR has no intention of intruding into the private lives of its employees, it expects all employees to perform their job without violence toward any other individual and report to work without possessing weapons.

All employees are strictly prohibited from making physical, verbal, or written threats or engaging in behavior that is intimidating, threatening, harassing, coercive, abusive, or assaultive against any employee, CONTRACTOR representative, member of the public, vendor, customer, or any individual engaged in a business relationship with CONTRACTOR.

Assurances of Commitments to Labor Peace

CONTRACTOR is committed to labor peace. The CONTRACTOR believes the best and most rewarding employee-management relationship results from direct communication between employees and their management representatives. It is CONTRACTOR's practice to deal directly with its employees in the areas of policies, procedures, programs, and benefits.

Benefits

One way CONTRACTOR ensures labor peace is by providing appropriate CONTRACTOR benefits to our employees. CONTRACTOR offers a full range of benefits that typically includes group medical, dental, vision, and prescription drug insurance; life insurance; disability insurance; 401K retirement plan; leave of absence policies; medical leave of absence policies (for non-occupational disabilities); Family Medical Leave Act; personal leave of absence; bereavement leave; military leave of absence; jury/witness duty leave; workers disability; paid vacation; sick/personal time off; and paid holidays.

Job Opportunities

Another way CONTRACTOR facilitates labor peace is by offering adequate opportunities for job advancement. CONTRACTOR promotes and transfers employees based on our policy of equal opportunity employment. Qualified and experienced individuals who have demonstrated ability to assume greater responsibility will be considered for promotion.

During the introductory period of the new position, employees are involved in several orientation programs designed to acquaint employees with CONTRACTOR policies and procedures, work rules, and benefits; safety procedures; and position-specific skills. The orientation programs are also designed for

Collection Service Agreement**December 9, 2013****Exhibit 9****COLLECTION SERVICE OPERATIONS PLAN**

employees to ask questions regarding their duties and responsibilities.

During the first 90 days on the job, employees are expected to develop the necessary skills to perform the work assigned. The first 90 days are designed to give the CONTRACTOR a fair evaluation of employees' work habits and to give employees a fair chance to demonstrate their desire to become a regular employee. Once employees complete 90 days of service, they are considered regular employees and receive credit for the time already worked.

If the job situation is not beneficial to both parties, the employee may resign or CONTRACTOR may terminate or transfer the employee to another position. Union employees are governed by their specific union contract.

Performance Evaluations

It is CONTRACTOR policy to have employee work performance evaluated on an annual basis. Evaluations also serve as a line of communication between employees and supervisors. Supervisors prepare a written evaluation and will discuss the evaluation with employees, after which the evaluation report is placed in the employee's personnel files. Our annual performance review process also includes self-evaluations by CONTRACTOR employees.

Employee Training

CONTRACTOR takes great pride in the quality, aptitude, and high employee morale of its employee base and the in-house training and personnel advancement programs that the CONTRACTOR maintains. Throughout this proposal, CONTRACTOR discusses the various types of general training programs that it administers to its employees. CONTRACTOR employee training programs generally fall into four broad categories---(a) Pre-placement, (b) Special Skills, (c) Periodic (i.e., monthly, biannual, annual, and refresher courses, etc.), and (d) Remedial. The types and numbers of individual training procedures and programs that administered to employees, by job classification, are far too numerous to list in a proposal such as this, but the CONTRACTOR would be pleased to share with the County any additional information (including detailed listings of training courses and manuals) upon request. **The amount of time and resources that CONTRACTOR employs in the area of employee training is significant and at a level that it believes is unmatched by any of our competitors.** CONTRACTOR efforts to train and continually educate employees has translated into a higher level of employee morale, one of the best safety track record in the industry, a more productive work environment, better service to customers, a lower cost of operation, and an impeccable compliance record as a CONTRACTOR.

CONTRACTOR has the distinct advantage of having all of its personnel that will be servicing the CITY already in place. As such, CONTRACTOR will train existing personnel who already know the area on the CITY new systems, controls, policies, and procedures. *CONTRACTOR only uses highly trained and qualified personnel to service its jurisdictions.*

Integrity Interactive Ethics and Compliance Program

As part of CONTRACTOR overall employee training program and curricula, CONTRACTOR employees

Collection Service Agreement**December 9, 2013****Exhibit 9****COLLECTION SERVICE OPERATIONS PLAN**

are required to complete a variety of web-based interactive training courses in the area of integrity, ethics, and compliance.

The following is a listing of the types of courses that employees are required to complete, with the specific courses for each covered employee being a function of the job classification and duties of the particular employee.

Integrity Interactive Ethics and Compliance Program

Antitrust Contact with Competitors	Making the Deal (Compliance Issues in Selling)
Code of Conduct	Preventing Workplace Violence
Confidentiality	Records Management
Conflicts of Interest and Gifts	Records Management
The Consequences of a Cover-Up	Respect and Responsibility
Drug-Free Workplace (Manager version)	Safety and Environment (in the Office/Non-
E-Compliance	Wage and Hour (FLSA)
Financial Integrity	CodeOne
The Government as a Customer	Corporate Citizenship
Government Procurement	Preventing Harassment
Insider Trading	Recognizing Harassment
Managing within the Law	

Hazardous Waste, E-Waste, and Universal Waste Management Protocol

The following information is provided in response to the CITY's request for hazardous, e-waste and universal waste management protocols.

CONTRACTOR's top priority is our dedication and commitment to a safety. The Unpermitted Waste Screening Protocol, provided below was established by the CONTRACTOR not only for the protection of our customers, and the communities we serve but also for our employees.

Unpermitted Waste Screening Protocol

The purpose of CONTRACTOR's *Unpermitted Waste Screening Protocol* is to prevent forbidden wastes from entering the waste stream through any of the weekly collection services or special services provided by CONTRACTOR, or to manage forbidden wastes inadvertently collected through weekly collection or special services under this *Agreement*. The *Agreement* defines unpermitted wastes as:

1. *Materials that are not Solid Waste, including Universal Waste¹, household hazardous waste and other hazardous waste, medical waste, radioactive waste;*

¹ Universal Waste means "hazardous wastes that are universal waste (as defined and listed, respectively, in 22 CCR §66273.9, such as batteries thermostats, lamps, cathode ray tubes, computers, telephones, answering machines, radios, stereo equipment tape players/recorders, phonographs, video

Exhibit 9

COLLECTION SERVICE OPERATIONS PLAN

2. *Waste tires in excess of the limitations prescribed in 14 CCR 17355(b) or reduced in volume as required in 14 CCR 17355(A);*
3. *Any other materials that cannot be Disposed of in class II sanitary landfills described in 27 CCR 20250.*

Employee Education

All new employees will receive training regarding unpermitted waste identification, safety, and notification procedures. Furthermore, local management, drivers, and customer service representatives will receive annual unpermitted waste screening protocol training. Drivers will be reminded about the importance of unpermitted waste screening protocol at each monthly safety meeting, and will receive additional training as needed based on field incidents. CONTRACTOR includes identification training of unpermitted wastes with special emphasis on hazardous wastes, flammable, combustible, and explosive materials. Upon contract award, CONTRACTOR will circulate its draft *Unpermitted Waste Screening Protocol* to the proper local emergency response agencies for review and input such that the final document reflects local agency emergency response policy and procedure.

Customer Education – Unpermitted Wastes■ **Education and Reports**

As per the *Agreement*, CONTRACTOR will support the CITY in the development of CalRecycle reporting requirements and educational or public awareness program to educate customers about the identification, management, and proper disposal of unpermitted wastes. These materials will be developed in collaboration with CITY staff and distributed through an agreed upon schedule and distribution plan. This information will also be included in program guidelines and, if necessary, can be the top of any quarterly written materials.

■ **Spot Checks**

Because of the nature of the collection services being bid, CONTRACTOR will perform continual spot checks as it collects illegally dumped waste materials in the service area.

The following is CONTRACTOR's *Unpermitted/Spill Waste Response Plan*.

Unpermitted Waste and Spill Response Plan

In the event that any unpermitted waste or hazardous waste is disposed with the solid waste stream, immediate and appropriate action will be taken to contain and remove it. Operations personnel are trained

cassette players/recorders, compact disc players/recorders, calculators, some appliances, aerosol cans and certain mercury-containing devices) exempt from the hazardous waste management requirements of chapter 6.5 Division 20 of the California Health and Safety Code and subject to the universal waste management requirements of Chapter 23 of Division 20 of the California Health and Safety Code."

Collection Service Agreement**December 9, 2013****Exhibit 9****COLLECTION SERVICE OPERATIONS PLAN**

both in unpermitted/hazardous waste identification and appropriate responses to unpermitted/hazardous waste incidents. Periodic training is provided and recorded in order to ensure skill proficiency. The following procedure is used for identifying and handling unpermitted/hazardous waste:

- Notification of unpermitted/hazardous waste disposed of in the waste stream will be communicated from the driver in the field to the dispatch center.
- Dispatch will notify field supervisor and management for determination of appropriate response level.
- Coordinating instructions will be issued and executed.
- Trained personnel will be assigned the task of inspecting any materials suspected of containing unpermitted/hazardous waste. Inspection involves identification of both labeled and unlabeled unpermitted/hazardous waste containers and materials.
- County emergency response agencies and the Director will be notified for oversight and assistance of public safety.
- An appropriate course of action/customer education based on the seriousness of the waste involved will be decided upon and taken.
- Should the driver determine, without any question or doubt, that the unpermitted waste is not hazardous, the following procedure is used:
 - The unpermitted/nonhazardous item will be removed, placed safely back onto the premises and tagged with a noncollection notice indicating the reason for noncollection.
 - The driver will immediately call the dispatch center and report the incident, including street address and time item was detected.
 - Dispatch relays this information to customer service.
 - A customer service representative will phone the customer to inform them of the event, why the item was left, direct them to proper alternatives for reuse or disposal of the item, and respond to any questions the customer may have.

In addition, since CONTRACTOR utilizes CONTRACTOR-owned transfer stations and landfill facilities for the disposition of material collected on route, the CONTRACTOR has a built-in multi-tier screening process, wherein unpermitted waste that may inadvertently enter the waste stream can be captured and recovered through the mandatory load-check and materials screening processes at these facilities.

Health and Safety Management Procedures

Please refer to the preceding pages of this subsection for specific details on CONTRACTOR's health and safety management procedures including, but not limited to CONTRACTOR's ReSOP program, Driver Grading System, and some of the Corporate policies and procedures regarding health and safety.

F. REPORTING**Detailed AB939 Monitoring and Reporting Program**

CONTRACTOR's CITY Reporting Department is responsible for all CITY reporting including AB939

Collection Service Agreement**December 9, 2013****Exhibit 9****COLLECTION SERVICE OPERATIONS PLAN**

monitoring and reporting, which may be remitted electronically to the CITY. CONTRACTOR's CITY Reporting Department is extremely experienced in the type of reporting required in the *Agreement*, including monthly, quarterly and annual report submissions. The CITY Reporting Department will be responsible for tracking disposal by line of business (residential, multi-family, commercial, industrial or debris boxes and CITY services), and will show diversion by month and by site. In the CITY of San Fernando, additional program offerings will be captured on the reports, including bulky-item, CITY collection services, and proposed diversion programs, providing the CITY and CONTRACTOR an opportunity to monitor and evaluate the success of each diversion program over time, and with the support of full-time dedicated Recycling Coordinator. A *Diversion Program Timeline* is provided in the *Diversion Plan* which demonstrates additional milestones and tasks for monitoring the success of each diversion program. Additionally, because CONTRACTOR is committed to the CITY's success in meeting and exceeding the CITY and the State's diversion goals, the CONTRACTOR will provide a newly developed *monthly* Diversion Education Program Management tool for the CITY's solid waste franchise management.

Method for Tracking Tonnage

Each jurisdiction is assigned a separate account in CONTRACTOR's system and all inbound loads of recyclable materials are weighed when they arrive at the facility. The Sun Valley Paperstock facility for instance, similar to CONTRACTOR's Anaheim MRF, periodically takes a sample of mixed materials for each of the inbound jurisdictions. These samples are then sorted to achieve a material composition of the mixed recyclables, including the residual rate. That residual rate is then used to assign residual tonnage.

The function is performed by an employee who can accomplish several characterizations per day. This will allow for the development of metrics to minimize the amount of stray recyclables within the residue and focus market development efforts on potentially recyclable or compostable materials.

CONTRACTOR's CITY Reporting Department then completes disposal reports using the aforementioned reporting methods, including compiling tonnage information by origin. CONTRACTOR's CITY Reporting Department is also expressly familiar with each processing and disposal facility referenced in the *Facilities Chart* located. CONTRACTOR will work closely with each facility to track and monitor tonnage received at each respective location, capture the residual and receive regularly updated information from facility on the facilities average recovery rate, to ensure the CITY is receiving the most up to date diversion percentage for its tonnage.

Compliance

CONTRACTOR will identify, educate and monitor all commercial and multi-family customers required to be in AB 341 compliance. As San Fernando has adopted a mandatory minimum diversion guarantee of 50% based on tons collected, CONTRACTOR has developed a recycling plan that supports and educates both the State and CITY requirements to its multi-family and commercial customers. The implementation plan includes updating our website and print materials with information pertaining to both mandatory requirements. CONTRACTOR has partnered with its other local service areas to promote and meet

Collection Service Agreement**December 9, 2013****Exhibit 9****COLLECTION SERVICE OPERATIONS PLAN**

mandatory recycling requirements with success.

Complaint Log

CONTRACTOR's CITY Reporting Department will provide a complaint log that details customer complaints such as missed pickups, derived from our InfoPro system, which is further detailed in Exhibit 8 - *Customer Service Plan*. During the transition period, CONTRACTOR's Customer Service Representatives and additional Billing and CITY Reporting staff will be expressly trained in the San Fernando Contract.

G. EMERGENCY SERVICES

CONTRACTOR has tremendous experience nation-wide in responding to natural disasters and other emergencies, and will assist the CITY with service requests relating to a major disaster or other emergency such as an earthquake, high winds, storm, tidal wave, riot, or civil disturbance. CONTRACTOR will also cooperate with CITY, state and federal officials in filing information related to a regional, state or federally declared state of emergency or disaster for which we have provided equipment and operations personnel. CONTRACTOR will dedicate its equipment used throughout the CITY as well as any back-up equipment which may be needed from our extensive fleet of route and spare vehicles, including special vehicles (such as flat-bed trucks or transfer trailers) which may be necessary.

CONTRACTOR is in a unique position to provide uninterrupted service to the CITY in these circumstances due to the multiple operating locations from which we can dispatch vehicles and multiple disposal sites (six CONTRACTOR-owned transfer stations and a landfill in LA County). In addition, CONTRACTOR invested significant resources in the development of an emergency response plan for all of its facilities and operation as well as facility and systems upgrades related thereto (i.e. communication equipment, computer fail-safe, back-up generators, vehicle tracking systems, etc.), which would also serve to provide additional systems and controls to ensure our continued operation and ability to assist the CITY in emergency conditions. This plan has been informed through the recent experience CONTRACTOR has gained in coping with large-scale emergencies, beginning with Hurricane Katrina, and most recently, Superstorm Sandy.

All CONTRACTOR management and operations personnel maintain two-way radio and cellular phone access. This access will be available to the CITY (along with home telephone numbers) for specific management personnel to be contacted in the case of an emergency. Upon request, CONTRACTOR will implement an emergency services plan and dispatch vehicles from our Sun Valley facility (or back-up site, if necessary) to service the CITY. CONTRACTOR will maintain continuous contact with designated CITY personnel in order to provide the CITY with status updates. All activities will be recorded and sent by fax or modem to the CITY daily (or more frequently if required under the circumstances). We will also coordinate and work with state, county or federal agencies as required, with particular focus on the identification and handling of hazardous materials that we may identify during the course of CONTRACTOR's emergency services operations.

If so requested, CONTRACTOR will provide the CITY with a detailed Emergency Services Response Contingency Plan, subsequent to contract award, and after meeting with the CITY to obtain additional

Collection Service Agreement**December 9, 2013****Exhibit 9****COLLECTION SERVICE OPERATIONS PLAN**

information that may be relevant to the plan. This might include, for instance, locations and pertinent information related to local utilities, CITY departments that CONTRACTOR will interface with, CITY facility locations, commercial business or other locations in the Service Area that may be highly sensitive or critical in the case of an emergency (i.e. hospitals, government offices, power plants, industrial sites, police and fire stations, schools, etc.).

Additional Corporate Citizenship Programs Offered by CONTRACTOR**Emergency Collection and Disposal Service**

A contract with CONTRACTOR also entitles the CITY not only to the emergency collection and disposal services, but the CITY will also be entitled to access CONTRACTOR Services' renowned Blue Crew emergency response team.

In the event of a major natural disaster, CONTRACTOR has a Disaster Plan that was borne out of CONTRACTOR's exceptional and immediate response to Hurricane Katrina and that continues to pass real tests in the field. In response to a major natural disaster, CONTRACTOR's considerable fleet depth will be pressed into service areas that require additional collection vehicles. In the case of a larger or regional event, spare equipment from other local divisions may not be sufficient. As in the case of Hurricane Katrina, parent CONTRACTOR Collection Services quickly mobilized equipment and personnel from other collection divisions to accomplish what would seem impossible. CONTRACTOR was on site, performing cleanup work in the Gulf Coast Region the day after the event, before any governmental agency was deployed and working.

With five full fleet operations in the Southern California area, CONTRACTOR is positioned to quickly respond to emergencies should they occur. The CONTRACTOR's regional processing facilities infrastructure ensures processing and disposal capacity of the materials collected.

These are some of the resources available to the CITY if it should ever be stricken by a major disaster or other emergency such as an earthquake, high winds, storm, riot or civil disturbance. The CONTRACTOR will also cooperate with CITY, State and Federal officials in filing information related to a Regional, State and/or Federally-declared state of emergency or disaster for which CONTRACTOR has provided equipment and operations personnel.

Exhibit 10

DISPOSAL PLAN

1. **Rate Stabilization**

Utilization of CONTRACTOR's own landfill facility enables the CONTRACTOR to guarantee that the landfill cost components of customer rates remain stable over the entire term of the *Agreement*.

2. **Guaranteed Capacity**

CONTRACTOR guarantees throughput, processing, and disposal capacity for all of San Fernando's waste stream for the term of the *Agreement*.

3. **Emergency Response Benefits**

Additionally, CONTRACTOR can make an additional commitment that, in case of a natural disaster or other unforeseen large-scale disaster or emergency, CONTRACTOR will be able to draw on its extensive nation-wide network of facilities, equipment, and personnel to respond immediately to any disaster the CITY might suffer.

Disposal Facility

Municipal solid waste (MSW) and residual waste from processing operations and trash loads that are not rich in recyclable materials will be direct hauled to Sunshine Canyon Landfill (SCL), located six (6) miles from the CITY of San Fernando centroid. CONTRACTOR projects to dispose 14,877 tons of MSW to SCL.

Sunshine Canyon Landfill

14747 San Fernando Road
Sylmar, CA 91342
Guaranteed Capacity: Yes
CONTRACTOR-Owned: Yes
Permitted Capacity: 12,100 tons per day
Current Throughput: 8,500 – 9,100 tons per day
Estimated Life: 2037
Posted Gate Rate: \$59.88
Cal Recycle Permit Type and Number: 19-AA-2000
Local Land Use Permit Number: 00-194-(5)
Materials Accepted: Municipal Solid Waste

A landfill gas project is planned for 2012 which will generate green energy and extend landfill life beyond 2037. Sunshine Canyon recovers approximately 15,000 – 20,000 tons per month of recyclable material

Sunshine Canyon Landfill – Additional Information

This is a state-of-the-art, Class III landfill. The total permitted acreage is 1,036 acres, 363 of which are dedicated to disposal. Sunshine Canyon's operating hours are Monday through Friday 6 am to 6 pm, and Saturdays 8 am to 2 pm, although permitted hours allow for landfill operations until 9 pm and on-site equipment maintenance commencing as early as 4 am Monday through Saturday. Sunshine Canyon is in total compliance with Federal, State, and

Exhibit 10
DISPOSAL PLAN

Local environmental laws and regulations, including Subtitle D (of RCRA). Sunshine Canyon has environmental control systems that can guarantee that waste entering the site is screened for hazardous wastes (including the use of hazardous waste detectors that screen incoming loads for hazardous materials) and that all acceptable waste is placed only on a composite landfill liner

Collection Service Agreement

December 9, 2013

Exhibit 11a Vehicle Specifications: Automated Side-loaders			
1. Material to be Collected		<input checked="" type="checkbox"/> Refuse	<input type="checkbox"/> Recyclables <input type="checkbox"/> Organic Waste
2. Manufacturer and Model.....		<u>2011 Auto Car (ASL)</u>	
a. Cab and Chassis.....		<u>Auto Car Expeditor</u>	
b. Body.....		<u>Heil</u>	
c. Engine.....		<u>Cummins ISL</u>	
d. Transmission.....		<u>Allison 3000 RDS</u>	
3. Cab and Chassis:			
a. Cab Height	<u>100</u>	inches	
b. Number of Axles	<u>3</u>		
c. Overall Length With Body Mounted	<u>292</u>	inches	
4. Body:			
a. Type of Body.....	<u>Rapid (Heil)</u>		
b. Rated Capacity.....	<u>30</u>	cu. yd.	
c. Practical or Net Capacity.....	<u>30</u>	cu. yd.	
d. No. of Collection Compartments.....	<u>30</u>	cu. yd.	
e. Net Capacity of Each Compartment	<u>30</u>	cu. yd.	
f. Overall Body Length.....	<u>261</u>	inches	
g. Body Height	<u>162</u>	inches	
h. Body Width	<u>99</u>	inches	
i. Loading Height Above Ground.....	Minimum	<u>109</u>	inches
	Maximum		inches
5. Weight.....	GVW <u>54,000</u>	lbs.	Tare <u>34,540</u> lbs.
6. Will the vehicles be owned, leased, or		<u>owned</u>	

Collection Service Agreement

December 9, 2013

Exhibit 11a Vehicle Specifications: Automated Side-loaders		
other?.....		
7. Purchase cost of each vehicle.....	\$285,000	
8. Fuel type.....	CNG	
9. Fuel usage.....	209 p/month	mpg
10. Average fuel per fill.....	1.84	gal/fill
11. Average fills per day.....	1	fills/day
12. Average fills per week (M-F).....	5	fills/week
13. Emissions rating		
a. CO.....	12.4	g/bhp/hr
b. HC (total hydrocarbons).....	na	g/bhp/hr
c. NO _x	0.2	g/bhp/hr
d. Particulate Matter.....	n/a	g/bhp/hr
14. Safety Features.....	See sections 4B	
15. Color.....	Blue	
16. GPS Monitoring and Tracking Features	Network Fleet Solutions	

Collection Service Agreement

December 9, 2013

Exhibit 11a Vehicle Specifications: Automated Side-loaders				
1. Material to be Collected		<input type="checkbox"/> Refuse	<input checked="" type="checkbox"/> Recyclables	<input type="checkbox"/> Organic Waste
2. Manufacturer and Model		<u>2011 Auto Car (ASL)</u>		
a. Cab and Chassis.....		<u>Auto Car Expeditior</u>		
b. Body.....		<u>Heil</u>		
c. Engine.....		<u>Cummins ISL</u>		
d. Transmission.....		<u>Allison 3000 RDS</u>		
3. Cab and Chassis:				
a. Cab Height	<u>100</u>		inches	
b. Number of Axles	<u>3</u>			
c. Overall Length With Body Mounted	<u>292</u>		inches	
4. Body:				
a. Type of Body.....	<u>Rapid (Heil)</u>			
b. Rated Capacity.....	<u>30</u>		cu. yd.	
c. Practical or Net Capacity.....	<u>30</u>		cu. yd.	
d. No. of Collection Compartments.....	<u>30</u>		cu. yd.	
e. Net Capacity of Each Compartment	<u>30</u>		cu. yd.	
f. Overall Body Length.....	<u>261</u>		inches	
g. Body Height	<u>162</u>		inches	
h. Body Width	<u>99</u>		inches	
i. Loading Height Above Ground.....	Minimum	<u>109</u>	inches	
	Maximum		inches	
5. Weight	GVW	<u>54,000</u>	lbs.	Tare <u>34,540</u> lbs.
6. Will the vehicles be owned, leased, or other?				
<u>owned</u>				

Collection Service Agreement**December 9, 2013**

Exhibit 11a Vehicle Specifications: Automated Side-loaders		
7. Purchase cost of each vehicle.....	\$285,000	
8. Fuel type.....	CNG	
9. Fuel usage.....	209 p/month	mpg
10. Average fuel per fill.....	1.84	gal/fill
11. Average fills per day.....	1	fills/day
12. Average fills per week (M-F).....	5	fills/week
13. Emissions rating		
a. CO.....	12.4	g/bhp/hr
b. HC (total hydrocarbons).....	na	g/bhp/hr
c. NO _x	0.2	g/bhp/hr
d. Particulate Matter.....	n/a	g/bhp/hr
14. Safety Features.....	See sections 4B	
15. Color.....	Blue	
16. GPS Monitoring and Tracking Features	Network Fleet Solutions	

Collection Service Agreement

December 9, 2013

Exhibit 11a Vehicle Specifications: Automated Side-loaders			
1. Material to be Collected		<input type="checkbox"/> Refuse	<input type="checkbox"/> Recyclables
		<input checked="" type="checkbox"/> Organic Waste	
2. Manufacturer and Model		<u>2011 Auto Car (ASL)</u>	
a. Cab and Chassis.....		<u>Auto Car Expeditor</u>	
b. Body.....		<u>Heil</u>	
c. Engine.....		<u>Cummins ISL</u>	
d. Transmission.....		<u>Allison 3000 RDS</u>	
3. Cab and Chassis:			
a. Cab Height	<u>100</u>	inches	
b. Number of Axles	<u>3</u>		
c. Overall Length With Body Mounted	<u>292</u>	inches	
4. Body:			
a. Type of Body.....	<u>Rapid (Heil)</u>		
b. Rated Capacity.....	<u>30</u>	cu. yd.	
c. Practical or Net Capacity.....	<u>30</u>	cu. yd.	
d. No. of Collection Compartments.....	<u>30</u>	cu. yd.	
e. Net Capacity of Each Compartment	<u>30</u>	cu. yd.	
f. Overall Body Length.....	<u>261</u>	inches	
g. Body Height	<u>162</u>	inches	
h. Body Width	<u>99</u>	inches	
i. Loading Height Above Ground.....	Minimum	<u>109</u>	inches
	Maximum		inches
5. Weight	GVW <u>54,000</u>	lbs.	Tare <u>34,540</u> lbs.
6. Will the vehicles be owned, leased, or other?		<u>owned</u>	

Collection Service Agreement

December 9, 2013

Exhibit 11a Vehicle Specifications: Automated Side-loaders		
7. Purchase cost of each vehicle.....	\$285,000	
8. Fuel type.....	CNG	
9. Fuel usage.....	209 p/month	mpg
10. Average fuel per fill.....	1.84	gal/fill
11. Average fills per day.....	1	fills/day
12. Average fills per week (M-F).....	5	fills/week
13. Emissions rating		
a. CO.....	12.4	g/bhp/hr
b. HC (total hydrocarbons).....	na	g/bhp/hr
c. NO _x	0.2	g/bhp/hr
d. Particulate Matter.....	n/a	g/bhp/hr
14. Safety Features.....	See sections 4B	
15. Color.....	Blue	
16. GPS Monitoring and Tracking Features	Network Fleet Solutions	

Collection Service Agreement

December 9, 2013

Exhibit 11a Vehicle Specifications: Front-Loaders			
1. Material to be Collected		<input checked="" type="checkbox"/> Refuse	<input type="checkbox"/> Recyclables <input type="checkbox"/> Organic Waste
2. Manufacturer and Model		<u>Auto Car / McNeilus</u>	
a. Cab and Chassis		<u>Auto Car</u>	
b. Body		<u>McNeilus</u>	
c. Engine		<u>ISL - Gas 320</u>	
d. Transmission		<u>Allison</u>	
3. Cab and Chassis:			
a. Cab Height		<u>103</u>	inches
b. Number of Axles		<u>4</u>	
c. Overall Length With Body Mounted		<u>387</u>	inches
4. Body:			
a. Type of Body		<u>mcNeilus</u>	
b. Rated Capacity		<u>33</u>	cu. yd.
c. Practical or Net Capacity		<u>33</u>	cu. yd.
d. No. of Collection Compartments		<u>1</u>	cu. yd.
e. Net Capacity of Each Compartment		<u>n/a</u>	cu. yd.
f. Overall Body Length		<u>300</u>	inches
g. Body Height		<u>168</u>	inches
h. Body Width		<u>103</u>	inches
i. Loading Height Above Ground		Minimum	<u>103</u> inches
		Maximum	_____ inches
5. Weight		GVW <u>57,500</u> lbs.	Tare <u>38,180</u> lbs.
6. Will the vehicles be owned, leased, or other?		<u>owned</u>	

Collection Service Agreement

December 9, 2013

Exhibit 11a Vehicle Specifications: Front-Loaders		
7. Purchase cost of each vehicle.....	<u>\$310,000</u>	
8. Fuel type.....	<u>CNG</u>	
9. Fuel usage.....	<u>744 p/month</u>	mpg
10. Average fuel per fill.....	<u>37.25</u>	gal/fill
11. Average fills per day.....	<u>1</u>	fills/day
12. Average fills per week (M-F).....	<u>5</u>	fills/week
13. Emissions rating		
a. CO.....	<u>12.4</u>	g/bhp/hr
b. HC (total hydrocarbons).....	<u>na</u>	g/bhp/hr
c. NO _x	<u>0.2</u>	g/bhp/hr
d. Particulate Matter.....	<u>n/a</u>	g/bhp/hr
14. Safety Features.....	<u>See sections 4B</u>	
15. Color.....	<u>Blue</u>	
16. GPS Monitoring and Tracking Features	<u>Network Fleet Solutions</u>	

Collection Service Agreement

December 9, 2013

Exhibit 11a Vehicle Specifications: Front-Loaders			
1. Material to be Collected	Refuse	<input checked="" type="checkbox"/> X Recyclables	<input type="checkbox"/> Organic Waste
2. Manufacturer and Model.....	<u>Auto Car / McNeilus</u>		
a. Cab and Chassis.....	<u>Auto Car</u>		
b. Body.....	<u>mc Neilus</u>		
c. Engine.....	<u>ISL - Gas 320</u>		
d. Transmission.....	<u>Allison</u>		
3. Cab and Chassis:			
a. Cab Height	<u>103</u>		inches
b. Number of Axles	<u>4</u>		
c. Overall Length With Body Mounted	<u>387</u>		inches
4. Body:			
a. Type of Body.....	<u>McNeilus</u>		
b. Rated Capacity.....	<u>33</u>		cu. yd.
c. Practical or Net Capacity.....	<u>33</u>		cu. yd.
d. No. of Collection Compartments.....	<u>1</u>		cu. yd.
e. Net Capacity of Each Compartment	<u>n/a</u>		cu. yd.
f. Overall Body Length.....	<u>300</u>		inches
g. Body Height	<u>168</u>		inches
h. Body Width	<u>103</u>		inches
i. Loading Height Above Ground.....	Minimum	<u>103</u>	inches
	Maximum		inches
5. Weight.....	GVW <u>57,500</u>	lbs.	Tare <u>38,180</u> lbs.
6. Will the vehicles be owned, leased, or other?.....	<u>owned</u>		

Collection Service Agreement**December 9, 2013**

Exhibit 11a
Vehicle Specifications: Front-Loaders

7. Purchase cost of each vehicle.....	<u>\$310,000</u>	
8. Fuel type.....	<u>CNG</u>	
9. Fuel usage.....	<u>744 p/month</u>	mpg
10. Average fuel per fill.....	<u>37.25</u>	gal/fill
11. Average fills per day.....	<u>1</u>	fills/day
12. Average fills per week (M-F).....	<u>5</u>	fills/week
13. Emissions rating		
a. CO.....	<u>12.4</u>	g/bhp/hr
b. HC (total hydrocarbons).....	<u>na</u>	g/bhp/hr
c. NO_x.....	<u>0.2</u>	g/bhp/hr
d. Particulate Matter.....	<u>n/a</u>	g/bhp/hr
14. Safety Features.....	<u>See sections 4B</u>	
15. Color.....	<u>Blue</u>	
16. GPS Monitoring and Tracking Features	<u>Network Fleet Solutions</u>	

Collection Service Agreement

December 9, 2013

Exhibit 11a Vehicle Specifications: Front-Loaders			
1. Material to be Collected		<input type="checkbox"/> Refuse	<input type="checkbox"/> Recyclables <input checked="" type="checkbox"/> Organic Waste
2. Manufacturer and Model		<u>Auto Car / McNeilus</u>	
a. Cab and Chassis.....		<u>Auto Car</u>	
b. Body.....		<u>McNeilus</u>	
c. Engine.....		<u>ISL - Gas 320</u>	
d. Transmission.....		<u>Allison</u>	
3. Cab and Chassis:			
a. Cab Height	<u>103</u>	inches	
b. Number of Axles	<u>4</u>		
c. Overall Length With Body Mounted	<u>387</u>	inches	
4. Body:			
a. Type of Body.....	<u>McNeilus</u>		
b. Rated Capacity.....	<u>33</u>	cu. yd.	
c. Practical or Net Capacity.....	<u>33</u>	cu. yd.	
d. No. of Collection Compartments.....	<u>1</u>	cu. yd.	
e. Net Capacity of Each Compartment	<u>n/a</u>	cu. yd.	
f. Overall Body Length.....	<u>300</u>	inches	
g. Body Height	<u>168</u>	inches	
h. Body Width	<u>103</u>	inches	
i. Loading Height Above Ground.....	Minimum	<u>103</u>	inches
	Maximum	_____	inches
5. Weight	GVW <u>57,500</u>	lbs.	Tare <u>38,180</u> lbs.
6. Will the vehicles be owned, leased, or other?		<u>owned</u>	

Collection Service Agreement

December 9, 2013

Exhibit 11a
Vehicle Specifications: Front-Loaders

7. Purchase cost of each vehicle.....	<u>\$310,000</u>	
8. Fuel type.....	<u>CNG</u>	
9. Fuel usage.....	<u>744 p/month</u>	mpg
10. Average fuel per fill.....	<u>37.25</u>	gal/fill
11. Average fills per day.....	<u>1</u>	fills/day
12. Average fills per week (M-F).....	<u>5</u>	fills/week
13. Emissions rating		
a. CO.....	<u>12.4</u>	g/bhp/hr
b. HC (total hydrocarbons).....	<u>na</u>	g/bhp/hr
c. NO_x.....	<u>0.2</u>	g/bhp/hr
d. Particulate Matter.....	<u>n/a</u>	g/bhp/hr
14. Safety Features.....	<u>See sections 4B</u>	
15. Color.....	<u>Blue</u>	
16. GPS Monitoring and Tracking Features	<u>Network Fleet Solutions</u>	

Collection Service Agreement

December 9, 2013

Exhibit 11a Vehicle Specifications: Roll Off			
1. Material to be Collected		<input checked="" type="checkbox"/> Refuse	<input checked="" type="checkbox"/> Recyclables <input checked="" type="checkbox"/> Organic Waste
2. Manufacturer and Model		<u>Auto Car/ AMRO</u>	
a. Cab and Chassis.....		<u>Auto Car</u>	
b. Body.....		<u>Amrep</u>	
c. Engine.....		<u>Cummins ISL</u>	
d. Transmission.....		<u>Allison</u>	
3. Cab and Chassis:			
a. Cab Height	<u>102</u>	inches	
b. Number of Axles	<u>3</u>		
c. Overall Length With Body Mounted	<u>406</u>	inches	
4. Body:			
a. Type of Body.....	<u>Amrep / Roll Off</u>		
b. Rated Capacity.....	<u>N/A</u>	cu. yd.	
c. Practical or Net Capacity.....	<u>N/A</u>	cu. yd.	
d. No. of Collection Compartments.....	<u>1</u>	cu. yd.	
e. Net Capacity of Each Compartment	<u>N/A</u>	cu. yd.	
f. Overall Body Length.....	<u>299</u>	inches	
g. Body Height	<u>N/A</u>	inches	
h. Body Width	<u>108</u>	inches	
i. Loading Height Above Ground.....	Minimum	<u>55</u>	inches
	Maximum	<u>UNIT 1016</u>	inches
5. Weight	GVW <u>54,000</u>	lbs.	Tare <u>26,000</u> lbs.
6. Will the vehicles be owned, leased, or other?		<u>owned</u>	

Collection Service Agreement

December 9, 2013

Exhibit 11a Vehicle Specifications: Roll Off		
7. Purchase cost of each vehicle.....	\$225,000	
8. Fuel type.....	CNG	
9. Fuel usage.....	736.41 p/month	mpg
10. Average fuel per fill.....	1.84	gal/fill
11. Average fills per day.....	1	fills/day
12. Average fills per week (M-F).....	5	fills/week
13. Emissions rating		
a. CO.....	12.4	g/bhp/hr
b. HC (total hydrocarbons).....	na	g/bhp/hr
c. NO _x	0.2	g/bhp/hr
d. Particulate Matter.....	n/a	g/bhp/hr
14. Safety Features.....	See sections 4B	
15. Color.....	Blue	
16. GPS Monitoring and Tracking Features	Network Fleet Solutions	

Collection Service Agreement

December 9, 2013

Exhibit 12 Container Specifications

1. Material to be Collected. <div style="display: flex; justify-content: flex-end; margin-right: 20px;"> <div>Refuse <input checked="" type="checkbox"/></div> <div>Recyclables <input checked="" type="checkbox"/></div> <div>Organic Waste <input checked="" type="checkbox"/></div> <div>Food Waste <input checked="" type="checkbox"/></div> <div>Green Waste <input checked="" type="checkbox"/></div> </div>				
2. Manufacturer..... <u>Otto Environmental Systems North America, Inc.</u>				
3. Material of Construction <u>HDPE</u>				
4. Recycled Content (percentage)..... <u>up to 50%</u>				
5. Manufacturing Method (rotational molding, injection molding, other.) <u>Injection Molded</u>				
Container Size	20 gal	32 gal	64 gal	96 gal
6. Color	<u>see above</u>	<u>see above</u>	<u>see above</u>	<u>see above</u>
7. Durability (in service years)	<u>Exceeds Warranty Period</u>	<u>Exceeds Warranty Period</u>	<u>Exceeds Warranty Period</u>	<u>Exceeds Warranty Period</u>
8. Cost of Each Container	<u>n/a</u>	<u>\$37.92</u>	<u>\$51.00</u>	<u>\$57.09</u>
9. Dimensions of Each Container (Length x Width x Height)	<u>38 1/2 h x 19 w x 22 1/4 d</u>	<u>38 1/2 h x 19 w x 22 1/4 d</u>	<u>42 3/8 h x 25 1/8 w x 29 1/2 d</u>	<u>45 3/8 h x 27 1/2 w x 33 1/4 d</u>
10. Wheel Size	<u>8"</u>	<u>10"</u>	<u>10"</u>	<u>10"</u>
11. Manufacturer's warranty (10-year minimum for carts)	<u>10 - year</u>	<u>10 - year</u>	<u>10 - year</u>	<u>10 - year</u>

Exhibit 13 APPROVED SUBCONTRACTORS	
Subcontractor	Role
Mariposa Eco Consulting	Recycling Assessments
Container Management Group	Container Roll-Out

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Julia Fritz, City Clerk

Date: August 5, 2024

Subject: Consideration and Discussion to Adopt an Ordinance Amending the San Fernando Municipal Code Section 2-908 Definitions and Section 2-909, Article VII of Chapter 2 to Increase Local Campaign Contribution Limits from \$500 to \$1,000 and Modifying Provisions for Future Consumer Price Index Adjustments to the Same

RECOMMENDATION:

It is recommended that the City Council discuss and consider introduction for first reading, in title only, and waive further reading of Ordinance No. 1727 (Attachment "A") titled, "An Ordinance of the City Council of the City Of San Fernando, California amending the San Fernando Municipal Code Sections 2-908 (Definitions) and Section 2-909 (Contribution Limitations) of Article VII (Campaign Reform) of Chapter 2 (Administration) to Increase Local Campaign Contribution Limits from \$500 to \$1,000 and modifying provisions relating to future Consumer Price Index adjustments to the same."

BACKGROUND:

1. On January 3, 2005, the San Fernando City Council adopted Ordinance No. 1560 (Attachment "B") regarding campaign reform (the "Campaign Reform Ordinance") to set campaign contribution regulations and place limitations for candidates, or candidate controlled committee(s), to solicit or accept any campaign contribution by a contributor not to exceed five hundred dollars (\$500.00) for any single election at which the candidate is attempting to be, or is, on the ballot.
2. On January 7, 2019, a discussion was agendized due to a request that was made by former Vice Mayor/Councilmember Sylvia Ballin regarding potential amendments to the Campaign Reform Ordinance; however, during approval of the agenda, the item was removed from consideration and was not discussed.
3. On July 1, 2024, Councilmember Joel Fajardo, with the concurrence of Vice Mayor Mary Mendoza, agendized an item to discuss campaign contribution limits. After discussion, the City Council directed staff to bring back information on the potential of amending the campaign contribution limits made by a contributor relating to the City's Campaign Reform

Consideration and Discussion to Adopt an Ordinance Amending the San Fernando Municipal Code Section 2-908 Definitions and Section 2-909, Article VII of Chapter 2 to Increase Local Campaign Contribution Limits from \$500 to \$1,000 and Modifying Provisions for Future Consumer Price Index Adjustments to the Same

Page 2 of 3

Ordinance No. 1560 and related limits for self-funded campaign contributions to the July 15, 2024 meeting.

4. On July 15, 2024, the City Council directed staff to bring back a proposed ordinance to increase the City's local campaign contribution limit from \$500 to \$1,000.

ANALYSIS:

The Political Reform Act (PRA) (Attachment "C") regulates campaign finance and disclosure for state and local candidates, ensuring accurate and timely information to keep voters informed, promote fair elections, and provide enforcement (Gov. Code, § 81002). Administered by the California Fair Political Practices Commission (FPPC) (Gov. Code, § 83111), the PRA allows cities to set stricter local contribution limits (Gov. Code, §§ 81013, 85703; Elec. Code, § 10202). In the absence of local limits, the FPPC sets the current contribution cap at \$5,500 per contributor, per election (Attachment "D").

The City of San Fernando's Campaign Reform Ordinance No. 1560 currently sets a contribution limit of \$500.00 per contributor that includes both cash and in-kind contributions; and a candidate or candidate's controlled committee is prohibited from soliciting or accepting any contribution that will cause the amount contributed to exceed \$500.00. In addition, paragraph (b) of Section 2-909, allows the City Council to adjust contribution limits established under paragraph (a) to reflect changes in the California Consumer Price Index (CPI) every November of even-numbered years. It is important to note that, when the current ordinance was adopted in 2005, the City's regular elections were held in March of odd-numbered years. Consequently, the adjustments were contemplated to be done prior to the candidate nomination period.

Despite the authority provided in Ordinance No. 1560, City Council has not increased the campaign contribution limit since 2005. Therefore, the proposed adjustment would implement a one-time increase to the contribution limit from \$500 to \$1,000, make minor verbiage modifications to align with the FPPC's definitions, cite specific applicable government codes, and move the CPI adjustments to May to align with the City's November even-year municipal elections. These changes aim to ensure that the regulations are current, clear, and in harmony with both state guidelines and the local election cycle. A redlined version of the proposed changes to the specific sections of the Municipal Code are included as Attachment "E".

BUDGET IMPACT:

There are no cost associated with the adoption of this proposed ordinance. The cost to codify ordinance amendments to the City's Municipal Code are included in the City Clerk Department's work plan and adopted budget for Fiscal Year 2024-2025.

Consideration and Discussion to Adopt an Ordinance Amending the San Fernando Municipal Code Section 2-908 Definitions and Section 2-909, Article VII of Chapter 2 to Increase Local Campaign Contribution Limits from \$500 to \$1,000 and Modifying Provisions for Future Consumer Price Index Adjustments to the Same

Page 3 of 3

RECOMMENDATION:

It is recommended that the City Council approve introduction for first reading, in title only, and waive further reading of Ordinance No. 1727 (Attachment "A") titled, "An Ordinance of the City Council of the City Of San Fernando, California amending the San Fernando Municipal Code Sections 2-908 (Definitions) and Section 2-909 (Contribution Limitations) of Article VII (Campaign Reform) of Chapter 2 (Administration) to Increase Local Campaign Contribution Limits from \$500 to \$1,000 and modifying provisions relating to future Consumer Price Index adjustments to the same."

ATTACHMENTS:

- A. Ordinance No. 1727
- B. Ordinance No. 1560
- C. The Political Reform Act
- D. FPPC Local Contribution Limit Regulations
- E. Redline Version of Proposed Ordinance Changes

ORDINANCE NO. 1727

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA AMENDING SECTIONS 2-908 (DEFINITIONS) AND 2-909 (CONTRIBUTION LIMITATIONS) OF ARTICLE VII (CAMPAIGN REFORM) OF CHAPTER 2 (ADMINISTRATION) OF THE SAN FERNANDO MUNICIPAL CODE TO INCREASE LOCAL CAMPAIGN CONTRIBUTION LIMITS FROM \$500 TO \$1000 AND MODIFYING PROVISIONS RELATING TO FUTURE CPI ADJUSTMENTS TO THE SAME

WHEREAS, in an effort to combat corruption – or the appearance of corruption – at all levels of government, Government Code Section 85301, as amended by AB 571 (Stats 2019, ch 556), creates default campaign-contribution limits for county and city offices; and

WHEREAS, Government Code Section 85301(d) provides that “[a] person shall not make to a candidate for elective county or city office, and a candidate for elective county or city office shall not accept from a person, a contribution totaling more than” the periodically adjusted amount set by FPPC regulation which from January 1, 2023 to December 31, 2024 is set at \$5,500 per person. (FPPC Regulation No. 18545(a)(9)); and

WHEREAS, Government Code Section 85702.5, however, empowers cities and counties to impose, by resolution or ordinance, limits on contributions to a candidate for elective city or county office that are different from the limit set forth under Government Code Section 85301(d); and

WHEREAS, Government Code Section 85702.5 further provides that a county or city that established contribution limits under its statutory authority may adopt enforcement standards for a violation of that limit, which may include administrative, civil, or criminal penalties, provided, however, that the FPPC is not responsible for the administration or enforcement of a contribution limit adopted pursuant to Government Code Section 85702.5; and

WHEREAS, at its meeting of January 3, 2005, the San Fernando City Council (“City Council”) approved Ordinance No. 1560 adding Article VII (Campaign Reform) to Chapter 2 (Administration) of the San Fernando Municipal Code, which among other things, established contribution limits for candidates for City of San Fernando (“City”) elected office; and

WHEREAS, the limit established Ordinance No. 1560 that limited the contribution of cash or in-kind contributions to \$500 as set forth under San Fernando Municipal Code Section 2-909(a) (For purposes of this Resolution, references to “Section 2-909” shall mean and refer to Section 2-909 of the San Fernando Municipal Code); and

WHEREAS, paragraph (b) of Section 2-909 does allow the City Council to adjust contribution limits established under paragraph (a), provided such adjustment is made in November of every even-numbered year to reflect any increase or decrease in the California consumer price index since the last such adjustment of the contribution limit; and

WHEREAS, the reference to November of even-numbered years under Section 2-909(b) is an anachronism from the time when the City's General Municipal Elections were conducted in odd-numbered years making it somewhat impractical for the City Council to implement adjustments immediately; and

WHEREAS, the City Council wishes to increase the local contribution limit set forth under San Fernando Municipal Code Section 2-909(a) under the authority of Government Code Section 85702.5 so that it may respond more quickly to inflationary increases since 2005 while remaining below the State default limit established under Government Code Section 85301(d) and FPPC Regulation No. 18545(a)(9).

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, AS FOLLOWS:

SECTION 1. Recitals. The above recitals are true and correct and incorporated herein by reference.

SECTION 2. Section 2-908 (Definitions) of Article VII (Campaign Reform) of Chapter 2 (Administration) of the San Fernando Municipal Code is hereby amended in its entirety to now state the following:

The following terms used in this article shall have the meanings set forth below. Except as otherwise provided here, the terms and provisions of this article shall have the meanings and shall be interpreted in accordance with the applicable definitions and provisions of the Political Reform Act of 1974, as amended (Government Code § 81000, et seq.) and the regulations of the California Fair Political Practices Commission, as amended (collectively, referred to in this Article as the "Political Reform Act").

- (1) Candidate means any person who is a candidate for member of the city council whether or not the person is seeking to become a member of the city council or is an incumbent member of the city council seeking reelection.*
- (2) Committee means any person or combination of persons who directly or indirectly does any of the following:*
 - (a) receives contributions totaling one thousand dollars (\$1,000) or more in a calendar year;*
 - (b) makes independent expenditures totaling one thousand dollars (\$1,000) or more in a calendar year; or*
 - (c) makes contributions totaling five thousand dollars (\$5,000) or more in a calendar year to or at the behest of candidates or committees. The term "committee", as defined herein also includes any "committee" as defined under Government Code Section 82013 which is organized in accordance with Government Code Sections 84100 through 84109.*

- (3) *Contribution means a monetary payment, the donation of goods and/or services or the granting of a discount for goods and/or services. For purposes of valuation under this article the value of a donation of goods or services shall be its face value, if any, or its fair market value in the absence of any face value. The term "contribution" does not include any contribution excluded from the definition of the term "contribution" under the Political Reform Act under subdivision (c) of Government Code Section 82015 as the same may be amended from time to time.*
- (4) *Election means any General Municipal Election, Special Municipal Election or Recall Election wherein candidates seek election or re-election to the San Fernando City Council.*
- (5) *Person shall have the same meaning as set forth under Government Code Section 82047 as the same may be amended from time to time."*

SECTION 3. Paragraphs (a) and (b) of Section 2-909 (Contribution Limitations) of Article VII (Campaign Reform) of Chapter 2 (Administration) of the San Fernando Municipal Code is hereby amended in its entirety to now state the following:

- (a) *No person or committee may make a contribution, or series of multiple contributions to any candidate, including the controlled committee of such candidate, that exceeds one thousand dollars (\$1,000) in the aggregate for any single election at which the candidate is attempting to qualify, or has qualified, to have his or her name appear on the election ballot as a candidate for membership on the San Fernando City Council. Additionally, no candidate or controlled committee of such candidate may solicit or accept any contribution or series of multiple contributions that will cause the amount contributed by the contributor to the candidate or to the controlled committee of such candidate to exceed one thousand dollars (\$1,000) in the aggregate for any single election at which the candidate is attempting to qualify, or has qualified, to have his or her name appear on the election ballot as a candidate for membership on the San Fernando City Council.*
- (b) *The City Council may, by resolution, adjust the contribution limit established in subsection (a) of this Section at a City Council meeting held anytime on or between May 1st and June 30th of every odd-numbered year, to reflect the cumulative annual percentage increases or decreases in the February Consumer Price Index for the Los Angeles-Long Beach-Riverside area since the City Council's last such adjustment. Such adjustments shall be rounded to the nearest ten dollar (\$10) amount.*
- (c) *The limitations of this section shall not apply to contributions of a candidate's personal funds to his or her controlled campaign committee*

on behalf of his or her own candidacy, and shall apply to contributions from the candidate's spouse.

- (d) *Candidates with election accounts must open a new account for the next city election in which they are a candidate, and may contribute up to one thousand dollars (\$1,000) from the old account in the new account.*

SECTION 4. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

SECTION 5. Certification. The City Clerk shall certify the passage of this Ordinance and shall cause the same to be entered in the book of original ordinances of said City; shall make a minute passage and adoption thereof in the records of the meeting at which time the same is passed and adopted; and shall, within fifteen (15) days after the passage and adoption thereof, cause the same to be published as required by law, in a local newspaper of general circulation and which is hereby designated for that purpose.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of San Fernando at its Regular Meeting held this ____ day of August of 2024.

Celeste Rodriguez, Mayor of the
City of San Fernando, California

ATTEST:

Julia Fritz, City Clerk

APPROVED AS TO FORM:

Richard Padilla, City Attorney

CERTIFICATION

I, City Clerk of the City of San Fernando, do hereby certify that the above and foregoing is a full, true, and correct copy of Ordinance No. 1727 which was introduced on August 5, 2024, and adopted by the City Council of the City of San Fernando, California at a regular meeting duly held on the ____ day of August, 2024 by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHERE OF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this ____ day of August 2024.

Julia Fritz, City Clerk

ORDINANCE NO. 1560

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO ADDING ARTICLE 7, RELATING TO CAMPAIGN REFORM, OF CHAPTER 2 OF THE SAN FERNANDO CITY CODE

NOW, THEREFORE, the City Council of the City of San Fernando hereby ordains as follows:

SECTION 1. Article 7 is added to Chapter 2 of the San Fernando City Code to read as follows:

“ARTICLE VII. CAMPAIGN REFORM

DIVISION 1. GENERALLY

Sec. 2-907. Purpose.

The purposes of this Article are:

(a) To eliminate the possibility of corruption or the appearance of corruption in local elections, arising as a result of disproportionately large political contributions, by adopting the least restrictive limits possible on the amounts of money any person may contribute or otherwise cause to be available to candidates for the city council and city treasurer and those who support or oppose such candidates;

(b) To eliminate the need for candidates and their supporters and opponents to seek large campaign contributions by establishing a realistic voluntary expenditure ceiling for campaigns;

(c) To promote informed actions by the electors of the city by requiring the full and truthful disclosure of contributions and expenditures in election campaigns;

(d) To inhibit improper or illegal campaign activity, and to ensure vigorous enforcement of this chapter; and

(e) Pursuant to California Government Code Section 81013 and Elections Code Section 10202, to impose contribution limitations and other regulations in addition to those imposed by state law, but that do not prevent any person from complying with state law.

Sec. 2-908. Definitions.

The following terms used in this Article shall have the meanings set forth below. Except as otherwise provided here, the terms and provisions of this Article shall have the meanings and shall be interpreted in accordance with the applicable definitions and provisions of the Political

Reform Act of 1974, as amended (Government Code Section 81000, et seq.) and the regulations of the California Fair Political Practices Commission, as amended.

(a) *Candidate* means any person who is a candidate for member of the City Council of the City of San Fernando, City Treasurer or any elective city officer whether or not such officer is a candidate for reelection.

(b) *Committee* means any person or combination of persons who directly or indirectly do any of the following in connection with supporting or opposing a candidate or candidates for City Council or City Treasurer:

(i) Receive contributions totaling five hundred dollars (\$500.00) or more in a calendar year.

(ii) Make independent expenditures totaling five hundred dollars (\$500.00) or more in a calendar year.

(iii) Make contributions totaling five thousand dollars (\$5,000.00) or more in a calendar year.

A person or combination of persons that becomes a committee shall retain its status as a committee until such time as that status is terminated pursuant to California Government Code Section 84214.

(c) *Election* means any general election, special election or recall election.

(d) *Elective City Officer* means any person who is a member of the City Council of the City of San Fernando or City Treasurer, whether appointed or elected.

(e) *Person* means an individual, proprietorship, firm, partnership, joint venture, syndicate, business trust, committee, company, corporation, limited liability corporation, association, and any other organization or group of persons acting in concert.

Sec. 2-909. Contribution Limitations.

(a) No person or committee shall make to any candidate, including the controlled committee of such candidate, a contribution in excess of five hundred dollars (\$500.00) either cash or in-kind, for any single election at which the candidate is attempting to be, or is, on the ballot. Additionally, no candidate or candidate's controlled committee shall solicit or accept any contribution that will cause the amount contributed by the contributor to the candidate or the candidate's controlled committee to exceed five hundred dollars (\$500.00) for any single election at which the candidate is attempting to be, or is, on the ballot.

(b) The City Council may, by resolution, adjust the contribution limit established in subsection (a) in November of every even numbered year, to reflect any increase or decrease in

the California consumer price index since the last such adjustment of the contribution limit. Such adjustments shall be rounded to the nearest ten dollar (\$10.00) amount.

(c) The limitations of this Section shall not apply to contributions of a candidate's personal funds to his or her controlled campaign committee on behalf of his or her own candidacy, and shall apply to contributions from the candidate's spouse.

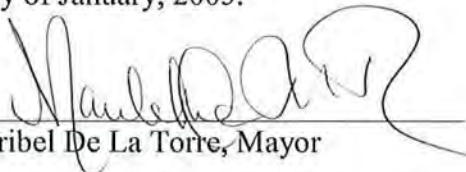
(d) Candidates with election accounts must open a new account for the next City election in which they are a candidate, and may contribute up to five hundred dollars (\$500.00) from the old account into the new account.

SECTION 2. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council of the City of San Fernando hereby declares that it would have adopted this ordinance and such section, subsection, sentence, clause, phrase or portion may be declared invalid or unconstitutional.


SECTION 3. The City Clerk shall cause this ordinance to be published and posted in accordance with the requirements noted in California Government Code Section 36933.

SECTION 4. The Mayor shall sign and the City Clerk shall attest to the adoption of this ordinance by the City Council of the City of San Fernando at the duly noticed regular meeting held on the 3rd day of January, 2005.


PASSED, APPROVED AND ADOPTED by the City Council of the City of San Fernando at a regular meeting held on this 3rd day of January, 2005.


Maribel De La Torre, Mayor

ATTEST:


Elena G. Chávez, City Clerk

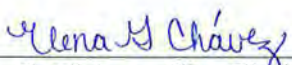
APPROVED AS TO FORM:


Michael Estrada, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF SAN FERNANDO)

I, ELENA G. CHÁVEZ, City Clerk of the City of San Fernando, do hereby certify that the foregoing Ordinance was adopted at a regular meeting of the City Council held on the 3rd day of January, 2005 and was carried by the following roll call vote:

AYES: De La Torre, Ruelas, Veres, Martinez, Hernández - 5
NOES: None
ABSENT: None
ABSTAIN: None



Elena G. Chávez, City Clerk

ATTACHMENT "C"

POLITICAL REFORM ACT 2024

Fair Political Practices Commission



POLITICAL REFORM ACT — 2024

Introduction

This 2024 version of the Political Reform Act (the “Act”) is not an official publication of the Government Code. It has been produced for use by the public and staff of the Fair Political Practices Commission. The boldface title before each Government Code Section and the histories following some sections have been added for clarity and are not part of the Act.

Commission regulations implementing the Act are contained in the California Code of Regulations, Title 2, Division 6 (Sections 18104-18998). References to applicable regulations and opinions follow each statute. These references were accurate as of January 1, 2024, but changes may have occurred since then. Thus, the references are provided for convenience only and should not be relied upon.

Opinion summaries appear in Appendix I. In addition, Commission opinions and advice letters are available on Westlaw, LexisNexis, and the FPPC’s website. Appendix II contains citations to enforcement decisions, and Appendix III contains a summary of enforcement decisions. Appendix IV contains Government Code Sections 1090 through 1097.6. AB 1090 (Fong), Chapter 650, Statutes of 2013, authorized the Commission to provide advice to public officials and enforce violations relating to Section 1090, which prohibits specified officials from being financially interested in a contract. Appendix V contains repealed sections of the Political Reform Act. Appendix VI contains the text of sections of the Political Reform Act with future operative dates.

For more information, contact the Commission or visit fppc.ca.gov.

Contact the Commission

General Information: (916) 322-5660

Advice: 1-866-ASK-FPPC
1-866-275-3772 *1
Advice@fppc.ca.gov

Commission Mailing Address:
Fair Political Practices Commission
1102 Q Street, Suite 3050
Sacramento, CA 95811



CONTENTS

Chapter 1. General.	2	Chapter 10. Auditing.	120
Chapter 2. Definitions.	5	Chapter 11. Enforcement.	122
Chapter 3. Fair Political Practices Commission	20		
Chapter 4. Campaign Disclosure.	26	Appendix I: Summary of Opinions	
Article 1. Organization of Committees.	26	Appendix II: Enforcement Decision Citations	
Article 2. Filing of Campaign Statements.	30	Appendix III: Summary of Enforcement Decisions	
Article 2.5. LAFCO Proposal Requirements.....	45	Appendix IV: Government Code Sections 1090 – 1097.5	
Article 3. Prohibitions.	45	Appendix V: Repealed Sections of the Political Reform Act	
Article 4. Exemptions.....	50	Appendix VI: Sections of the Political Reform Act with a Future Operative Date	
Article 5. Disclosure in Advertisements.....	51	Index	
Chapter 4.6. Online Disclosure Act of 1997.	60		
Chapter 5. Limitations on Contributions.	66		
Article 1. Title of Chapter.	66		
Article 2. Candidacy.....	67		
Article 2.5. Applicability of the Political Reform Act of 1974.	67		
Article 3. Contribution Limitations.	68		
Article 4. Voluntary Expenditure Ceilings.....	75		
Article 5. Independent Expenditures.	76		
Article 6. Ballot Pamphlet.	77		
Article 7. Additional Contribution Requirements.....	77		
Article 8. Appropriation.	80		
Chapter 6. Lobbyists.	80		
Article 1. Registration and Reporting.....	80		
Article 2. Prohibitions.	86		
Article 3. Exemptions.....	87		
Chapter 7. Conflicts of Interests.	87		
Article 1. General Prohibitions.....	88		
Article 2. Disclosure.....	91		
Article 3. Conflict of Interest Codes.	94		
Article 3.5. Multiagency Filers.	98		
Article 4. Disqualification of Former Officers and Employees.	98		
Article 4.5. Disqualification of State Officers and Employees.	102		
Article 4.6. Loans to Public Officials.	102		
Article 5. Filing.	103		
Chapter 8. Ballot Pamphlet.	107		
Chapter 9. Incumbency.....	109		
Chapter 9.5. Ethics.....	111		
Article 1. Honoraria.	111		
Article 2. Gifts.....	112		
Article 3. Travel.	113		
Article 4. Campaign Funds.....	114		

Chapter 1. General.

§ 81000 – 81015

§ 81000.	Title.....	2
§ 81001.	Findings and Declarations.....	2
§ 81002.	Purposes of Title.....	2
§ 81003.	Construction of Title.....	2
§ 81004.	Reports and Statements; Perjury; Verification.*	2
§ 81004.5.	Reports and Statements; Amendments.....	3
§ 81005.	Reports and Statements; Filing Deadline on Weekend or Holiday.....	3
§ 81006.	Filing Fees Prohibition.....	3
§ 81007.	Mailing of Report or Statement.*.....	3
§ 81007.5.	Faxing of Report or Statement.*.....	3
§ 81008.	Public Records; Inspection; Reproduction; Time; Charges.*.....	4
§ 81009.	Preservation of Reports and Statements.*.....	4
§ 81009.5.	Local Ordinances.....	4
§ 81010.	Duties of the Filing Officer.*.....	4
§ 81010.5.	Duties of Filing Officers; Effect of Non- Compliance.....	5
§ 81011.5.	Information on Statewide Petitions.....	5
§ 81012.	Amendment or Repeal of Title.....	5
§ 81012.5.	Amendment of Title; Email Alerts.....	5
§ 81013.	Imposition of Additional Requirements.....	5
§ 81014.	Regulations.....	5
§ 81015.	Severability.....	5

§ 81000. Title.

This title shall be known and may be cited as the “Political Reform Act of 1974.”

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Section 18200

§ 81001. Findings and Declarations.

The people find and declare as follows:

(a) State and local government should serve the needs and respond to the wishes of all citizens equally, without regard to their wealth;

(b) Public officials, whether elected or appointed, should perform their duties in an impartial manner, free from bias caused by their own financial interests or the financial interests of persons who have supported them;

(c) Costs of conducting election campaigns have increased greatly in recent years, and candidates have been forced to finance their campaigns by seeking large contributions from lobbyists and organizations who thereby gain disproportionate influence over governmental decisions;

(d) The influence of large campaign contributors is increased because existing laws for disclosure of campaign receipts and expenditures have proved to be inadequate;

(e) Lobbyists often make their contributions to incumbents who cannot be effectively challenged because of election laws and abusive practices which give the incumbent an unfair advantage;

(f) The wealthy individuals and organizations which make large campaign contributions frequently extend their influence by employing lobbyists and spending large amounts to influence legislative and administrative actions;

(g) The influence of large campaign contributors in ballot measure elections is increased because the ballot pamphlet mailed to the voters by the state is difficult to read and almost impossible for a layperson to understand; and

(h) Previous laws regulating political practices have suffered from inadequate enforcement by state and local authorities.

History: Amended by Stats. 2021, Ch. 50.

§ 81002. Purposes of Title.

The people enact this title to accomplish the following purposes:

(a) Receipts and expenditures in election campaigns should be fully and truthfully disclosed in order that the voters may be fully informed and improper practices may be inhibited.

(b) The activities of lobbyists should be regulated and their finances disclosed in order that improper influences will not be directed at public officials.

(c) Assets and income of public officials which may be materially affected by their official actions should be disclosed and in appropriate circumstances the officials should be disqualified from acting in order that conflicts of interest may be avoided.

(d) The state ballot pamphlet should be converted into a useful document so that voters will not be entirely dependent on paid advertising for information regarding state measures.

(e) Laws and practices unfairly favoring incumbents should be abolished in order that elections may be conducted more fairly.

(f) Adequate enforcement mechanisms should be provided to public officials and private citizens in order that this title will be vigorously enforced.

History: Amended by Stats. 1980, Ch. 289.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18313.5, 18313.6, 18705

§ 81003. Construction of Title.

This title should be liberally construed to accomplish its purposes.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18705

§ 81004. Reports and Statements; Perjury; Verification.*

(a) All reports and statements filed under this title shall be signed under penalty of perjury and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of the filer’s knowledge it is true and complete.

(b) A report or statement filed by a committee which qualifies under subdivision (a) of Section 82013 shall be signed and verified by the treasurer, and a report or statement filed by any other person shall be signed and verified by the filer. If the filer is an entity other than an individual, the report or statement shall be signed and verified by a responsible officer of the entity or by an attorney or a certified

public accountant acting as agent for the entity. Every person who signs and verifies any report or statement required to be filed under this title which contains material matter which that person knows to be false is guilty of perjury.

(c) (1) Notwithstanding any other provision of this title, a person required to file a report or statement by paper with the Secretary of State may instead file the paper report or statement by email with the Secretary of State, or by other digital means as prescribed by the Secretary of State.

(2) A report or statement filed by email pursuant to paragraph (1) shall be signed using a digital signature that conforms with the requirements of Section 16.5.

(3) A report or statement filed with the Secretary of State by email that meets the requirements in this subdivision is the original report or statement for audit and other legal purposes.

History: Amended by Stats. 1985, Ch. 775; amended by Stats. 2021, Ch. 50; amended by Stats. 2022, Ch. 328.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18104, 18115.1, 18316.6, 18400, 18402.2, 18421.10, 18426.1, 18427, 18539.2, 18757

Opinions: *In re Layton* (1975) 1 FPPC Ops. 113
In re Augustine (1975) 1 FPPC Ops. 69

*Section 81004 was amended by SB 1239 (Stats. 2018, Ch. 662) with a delayed operation date conditioned upon the Secretary of State certifying an online filing and disclosure system under 84602 (b)(7). For more information, please refer to Appendix V.

§ 81004.5. Reports and Statements; Amendments.

Any report or statement filed pursuant to this title may be amended by the filer at any time. Amending an incorrect or incomplete report or statement may be considered as evidence of good faith.

History: Added by Stats. 1976, Ch. 1161.

§ 81005. Reports and Statements; Filing Deadline on Weekend or Holiday.

(a) If this title requires that a statement or report be filed before or on a specified date or during or within a specified period, and the filing deadline falls on a Saturday, Sunday, or official state holiday, the filing deadline for the statement or report shall be extended to the next regular business day.

(b) This extension does not apply to the following statements or reports:

(1) Contribution reports required by Section 84203, subdivision (b) of Section 84203.3, or Section 85309, or the contributor's notice of a late in-kind contribution required by subdivision (a) of Section 84203.3, when the due date for these types of reports falls on a Saturday, Sunday, or official state holiday immediately before an election.

(2) Independent expenditure reports required by Section 84204 or 85500.

History: Added by Stats. 2019, Ch. 312.

§ 81006. Filing Fees Prohibition.

Except as provided in this title, no fee or charge shall be collected by any officer for the filing of any report or statement or for the forms upon which reports or statements are to be prepared.

History: Amended by Stats. 1985, Ch. 1183, effective September 29, 1985.

§ 81007. Mailing of Report or Statement.*

When a report or statement or copies thereof required to be filed with any officer under this title have been sent by first-class mail or by any other guaranteed overnight delivery service addressed to the officer, it shall for purposes of any deadline be deemed to have been received by the officer on the date of the deposit in the mail or of receipt by that delivery service. It shall be presumed until the contrary is established that any date stamped by the post office on the envelope or contained on the delivery service receipt containing the report or statement is the date it was deposited in the mail or received by the delivery service. Mail which is not received by the filing officer shall be presumed not to have been sent unless the filer possesses a post office or delivery service receipt establishing the date of deposit and the name and address of the addressee.

History: Amended by Stats. 1976, Ch. 1106; amended by Stats. 1994, Ch. 638; amended by Stats. 2021, Ch. 50.

*Section 81007 was amended by SB 1239 (Stats. 2018, Ch. 662) with a delayed operation date conditioned upon the Secretary of State certifying an online filing and disclosure system under 84602 (b)(7). For more information, please refer to Appendix V.

§ 81007.5. Faxing of Report or Statement.*

(a) Any report or statement or copies thereof required to be filed with any official under Chapter 4 (commencing with Section 84100) or Chapter 7 (commencing with Section 87100) may be faxed by the applicable deadline, provided that the required originals or paper copies are sent by first-class mail or by any other personal delivery or guaranteed overnight delivery service within 24 hours of the applicable deadline and provided that the total number of pages of each report or statement faxed is no more than 30 pages.

(b) A faxed report or statement shall not be deemed filed if the faxed report or statement is not a true and correct copy of the original or copy of the report or statement personally delivered or sent by first-class mail or guaranteed overnight delivery service pursuant to subdivision (a).

(c) A filing officer who receives a faxed report or statement shall make the report or statement available to the public in the same manner as provided in Section 81008. If the faxed report or statement is requested prior to the receipt of the original or copy of the report or statement by the filing officer, the filing officer shall inform the requester that the faxed report or statement will not be considered a filed report or statement if the requirements of subdivision (b) have not been met by the filer.

History: Added by Stats. 1994, Ch. 638; amended by Stats. 1997, Ch. 394.

*Section 81007.5 was amended by SB 1239 (Stats. 2018, Ch. 662) with a delayed operation date conditioned upon the Secretary of State certifying an online filing and disclosure system under 84602 (b)(7). For more information, please refer to Appendix V.

§ 81008. Public Records; Inspection; Reproduction; Time; Charges.*

Every report and statement filed pursuant to this title is a public record open for public inspection and reproduction during regular business hours, commencing as soon as practicable, but in any event not later than the second business day following the day on which it was received. No conditions whatsoever shall be imposed upon persons desiring to inspect or reproduce reports and statements filed under this title, nor shall any information or identification be required from these persons. Copies shall be provided at a charge not to exceed ten cents (\$0.10) per page. In addition, the filing officer may charge a retrieval fee not to exceed five dollars (\$5) per request for copies of reports and statements which are five or more years old. A request for more than one report or statement or report and statement at the same time shall be considered a single request.

History: Amended by Stats. 1979, Ch. 531; amended by Stats. 1988, Ch. 1208; amended by Stats. 2004, Ch. 478, effective September 10, 2004; amended by Stats. 2013, Ch. 654.

*Section 81008 was amended by SB 1239 (Stats. 2018, Ch. 662) with a delayed operation date conditioned upon the Secretary of State certifying an online filing and disclosure system under 84602 (b)(7). For more information, please refer to Appendix V.

§ 81009. Preservation of Reports and Statements.*

(a) Statements of organization, registration statements, and original campaign statements of persons holding elective state office, candidates for any such office, committees supporting any such officeholder or candidate, and committees supporting or opposing statewide measures, shall be retained by filing officers indefinitely.

(b) Original campaign statements of mayors, city council members, county supervisors, candidates for any of these offices, and committees supporting any officeholder or candidate shall be retained indefinitely, except that original campaign statements of candidates not elected to these offices and of committees supporting candidates not elected to these offices shall be retained by filing officers for a period of not less than five years.

(c) Original campaign statements of all other persons shall be retained by filing officers for a period of not less than seven years.

(d) Original statements of economic interests of persons holding statewide elective office shall be retained by filing officers indefinitely.

(e) Original reports and statements not specified above in this section shall be retained by filing officers for a period of not less than seven years.

(f) Copies of reports or statements shall be retained by the officer with whom they are filed for a period of not less than four years, provided, however, that a filing officer is not required to retain more than one copy of a report or statement.

(g) After an original report or statement or a copy has been on file for at least two years, the officer with whom it is filed may comply with this section by retaining a copy on

microfilm or other space-saving materials available for public inspection instead of the original report or statement or copy. Upon request, the officer shall provide copies of such statements pursuant to Section 81008.

History: Amended by Stats. 1976, Ch. 1106; amended by Stats. 1979, Ch. 531; amended by Stats. 1984, Ch. 390, effective July 11, 1984; amended by Stats. 1985, Ch. 1183, effective September 29, 1985.

*Section 81009 was amended by SB 1239 (Stats. 2018, Ch. 662) with a delayed operation date conditioned upon the Secretary of State certifying an online filing and disclosure system under 84602 (b)(7). For more information, please refer to Appendix V.

§ 81009.5. Local Ordinances.

(a) Any local government agency which has enacted, enacts, amends, or repeals an ordinance or other provision of law affecting campaign contributions and expenditures shall file a copy of the action with the commission.

(b) Notwithstanding Section 81013, no local government agency shall enact any ordinance imposing filing requirements additional to or different from those set forth in Chapter 4 (commencing with Section 84100) for elections held in its jurisdiction unless the additional or different filing requirements apply only to the candidates seeking election in that jurisdiction, their controlled committees or committees formed or existing primarily to support or oppose their candidacies, and to committees formed or existing primarily to support or oppose a candidate or to support or oppose the qualification of, or passage of, a local ballot measure which is being voted on only in that jurisdiction, and to city or county general purpose committees active only in that city or county, respectively.

History: Added by Stats. 1979, Ch. 531; amended by Stats. 1985, Ch. 1456; amended by Stats. 1986, Ch. 542; amended by Stats. 1991, Ch. 674.

References at the time of publication (see page 2):

Opinions: *In re Olson* (2001) 15 FPPC Ops. 13

§ 81010. Duties of the Filing Officer.*

With respect to reports and statements filed with a filing officer pursuant to this title, the filing officer shall:

(a) Supply the necessary forms and manuals prescribed by the Commission;

(b) Determine whether required documents have been filed and, if so, whether they conform on their face with the requirements of this title;

(c) Notify promptly all persons and known committees who have failed to file a report or statement in the form and at the time required by this title;

(d) Report apparent violations of this title to the appropriate agencies; and

(e) Compile and maintain a current list of all reports and statements filed with this office.

History: Amended by Stats. 2021, Ch. 50.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18110, 18115, 18115.1, 18115.2, 18732.5

Opinions: *In re Rundstrom* (1975) 1 FPPC Ops. 188

In re Layton (1975) 1 FPPC Ops. 113

*Section 81010 was amended by SB 1239 (Stats. 2018, Ch. 662) with a delayed operation date conditioned upon the Secretary of State certifying

an online filing and disclosure system under 84602 (b)(7). For more information, please refer to Appendix V.

§ 81010.5. Duties of Filing Officers; Effect of Non-Compliance.

A filing officer or filing official’s failure to comply with a duty or to provide notice of a filing or disclosure obligation does not affect a person’s duty to file statements and reports disclosing information as required by this title or any enforceable conflict of interest code.

History: Added by Stats. 2019, Ch. 312.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18115

§ 81011.5. Information on Statewide Petitions.

Any provision of law to the contrary notwithstanding, the election precinct of a person signing a statewide petition shall not be required to appear on the petition when it is filed with the county elections official, nor any additional information regarding a signer other than the information required to be written by the signer.

History: Added by Stats. 1977, Ch. 1095; (Identical to former Section 85203, repealed by Stats. 1977, Ch. 1095); amended Stats. 2002, Ch. 221.

§ 81012. Amendment or Repeal of Title.

This title may be amended or repealed by the procedures set forth in this section. If any portion of subdivision (a) is declared invalid, then subdivision (b) shall be the exclusive means of amending or repealing this title.

(a) This title may be amended to further its purposes by statute, passed in each house by rollcall vote entered in the journal, two-thirds of the membership concurring and signed by the Governor, if at least 8 days before passage in each house, or at least 12 days before passage in each house if the previous form of the bill did not amend this title, the bill in its final form has been delivered to the commission for distribution to the news media and to every person who has requested the commission to send copies of such bills to that person.

(b) This title may be amended or repealed by a statute that becomes effective only when approved by the electors.

History: Amended by Stats. 2023, Ch. 499, effective January 1, 2024; amended by Stats. 1976, Ch. 883, effective September 13, 1976; amended by Stats. 1985, Ch. 1200; amended by Stats. 2021, Ch. 50.

§ 81012.5. Amendment of Title; Email Alerts.

(a) The Legislative Counsel shall, through the information system described in Section 10248, make available to the public the option to sign up to receive an email alert any time any of the following actions occur:

(1) A new bill that would amend this title is introduced.

(2) An existing bill that would amend this title is amended, referred to the floor or committee, voted on, or is otherwise subject to an action triggering a notification by the information system described in Section 10248.

(3) An existing bill that would not amend this title is amended to include provisions that would amend this title.

(b) The email alerts described in subdivision (a) shall be sent in the shortest feasible time, but no later than 9 a.m. the

calendar day after the legislative action that is subject to the alert.

(c) All email alerts sent through the information system described in Section 10248 regarding bills that would amend this title shall include the text “Political Reform Act Bill” in the email subject line.

History: Added by Stats. 2023, Ch. 499, effective January 1, 2024.

§ 81013. Imposition of Additional Requirements.

Nothing in this title prevents the Legislature or any other state or local agency from imposing additional requirements on any person if the requirements do not prevent the person from complying with this title. If any act of the Legislature conflicts with the provisions of this title, this title shall prevail.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18312,

Opinions: *In re Alperin* (1977) 3 FPPC Ops. 77
In re Miller (1976) 2 FPPC Ops. 91

§ 81014. Regulations.

Whenever any reference is made in this title to a federal or state statute and that statute has been or is subsequently repealed or amended, the Commission may promulgate regulations to carry out the intent of this title as nearly as possible.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Section 18312

§ 81015. Severability.

If any provision of this title, or the application of any such provision to any person or circumstances, shall be held invalid, the remainder of this title to the extent it can be given effect, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and to this end the provisions of this title are severable.

Chapter 2. Definitions.

§ 82000 – 82054

§ 82000.	Interpretation of this Title.....	6
§ 82001.	Adjusting an Amount for Cost of Living Changes.....	6
§ 82002.	Administrative Action.....	6
§ 82003.	Agency.....	6
§ 82004.	Agency Official.....	7
§ 82004.5.	Behested Payment.....	7
§ 82005.	Business Entity.....	7
§ 82006.	Campaign Statement.*.....	7
§ 82007.	Candidate.....	7
§ 82008.	City.....	7
§ 82009.5.	Clerk.....	7
§ 82010.	Closing Date.....	7
§ 82011.	Code Reviewing Body.....	7
§ 82012.	Commission.....	8
§ 82013.	Committee.....	8
§ 82014.	Conflict of Interest Code.....	8
§ 82015.	Contribution.....	8

§ 82015.5.	Contribution; Aggregation.....	9
§ 82016.	Controlled Committee.....	9
§ 82017.	County.....	9
§ 82018.	Cumulative Amount.....	9
§ 82019.	Designated Employee.....	10
§ 82020.	Elected Officer.....	10
§ 82021.	Elected State Officer.....	10
§ 82022.	Election.....	10
§ 82022.5.	Election-Related Activities.....	10
§ 82023.	Elective Office.....	10
§ 82024.	Elective State Office.....	10
§ 82025.	Expenditure.....	11
§ 82025.3.	External Manager.....	12
§ 82025.5.	Fair Market Value.....	12
§ 82026.	Filer.....	13
§ 82027.	Filing Officer.....	13
§ 82027.5.	General Purpose Committee.....	13
§ 82028.	Gift.....	13
§ 82029.	Immediate Family.....	13
§ 82030.	Income.....	13
§ 82030.5.	Income; Earned.....	14
§ 82031.	Independent Expenditure.....	14
§ 82032.	Influencing Legislative or Administrative Action.....	15
§ 82033.	Interest in Real Property.....	15
§ 82034.	Investment.....	15
§ 82035.	Jurisdiction.....	15
§ 82035.5.	LAFCO Proposal.....	15
§ 82036.	Late Contribution.....	15
§ 82036.5.	Late Independent Expenditure.....	16
§ 82037.	Legislative Action.....	16
§ 82038.	Legislative Official.....	16
§ 82038.3.	Lobbying Coalition.....	16
§ 82038.5.	Lobbying Firm.....	16
§ 82039.	Lobbyist.....	16
§ 82039.5.	Lobbyist Employer.....	17
§ 82041.	Local Government Agency.....	17
§ 82041.3.	Made at the Behest of.....	17
§ 82041.5.	Mass Mailing.....	17
§ 82042.	Mayor.....	17
§ 82043.	Measure.....	17
§ 82044.	Payment.....	17
§ 82045.	Payment to Influence Legislative or Administrative Action.....	17
§ 82046.	Period Covered.....	18
§ 82047.	Person.....	18
§ 82047.3.	Placement Agent.....	18
§ 82047.5.	Primarily Formed Committee.....	18
§ 82047.6.	Principal Officer.....	19
§ 82047.7.	Proponent of a State Ballot Measure.....	19
§ 82048.	Public Official.....	19
§ 82048.3.	Slate Mailer.....	19
§ 82048.4.	Slate Mailer Organization.....	19
§ 82048.5.	Special District.....	19
§ 82048.7.	Sponsored Committee.....	19
§ 82048.8.	Spouse.....	20
§ 82049.	State Agency.....	20
§ 82050.	State Candidate.....	20
§ 82051.	State Measure.....	20
§ 82052.	Statewide Candidate.....	20
§ 82052.5.	Statewide Election.....	20
§ 82053.	Statewide Elective Office.....	20
§ 82054.	Statewide Petition.....	20

§ 82000. Interpretation of this Title.

Unless the contrary is stated or clearly appears from the context, the definitions set forth in this chapter shall govern the interpretation of this title.

§ 82001. Adjusting an Amount for Cost of Living Changes.

“Adjusting an amount for cost-of-living changes” means adjusting the amount received the previous year by an amount determined at the beginning of each fiscal year by the Director of Finance corresponding to amounts authorized from the salary and price increase items as set forth in the Budget Act and other cost-of-living adjustments on the same basis as those applied routinely to other state agencies.

History: Amended by Stats. 1978, Ch. 199, effective June 6, 1978.

§ 82002. Administrative Action.

(a) “Administrative action” means any of the following:

(1) The proposal, drafting, development, consideration, amendment, enactment, or defeat by any state agency of any rule, regulation, or other action in any ratemaking proceeding or any quasi-legislative proceeding, including any proceeding governed by Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2.

(2) With regard only to placement agents, the decision by any state agency to enter into a contract to invest state public retirement system assets on behalf of a state public retirement system.

(3) Any decision or approval pursuant to Section 1215.2 of the Insurance Code or Section 1399.65 of the Health and Safety Code.

(b) “Ratemaking proceeding” means, for the purposes of a proceeding before the Public Utilities Commission, any proceeding in which it is reasonably foreseeable that a rate will be established, including, but not limited to, general rate cases, performance-based ratemaking, and other ratesetting mechanisms.

(c) “Quasi-legislative proceeding” means, for purposes of a proceeding before the Public Utilities Commission, any proceeding that involves consideration of the establishment of a policy that will apply generally to a group or class of persons, including, but not limited to, rule-makings and investigations that may establish rules affecting an entire industry.

History: Amended by Stats. 1991, Ch. 491; amended by Stats. 2001, Ch. 921; amended by Stats. 2010, Ch. 668; amended by Stats. 2017, Ch. 561; amended by Stats. 2022, Ch. 456.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Section 18202

Opinions: *In re Evans* (1978) 4 FPPC Ops. 84
In re Leonard (1976) 2 FPPC Ops. 54
In re Nida (1976) 2 FPPC Ops. 1
In re Carson (1975) 1 FPPC Ops. 46

§ 82003. Agency.

“Agency” means any state agency or local government agency.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Section 18754

§ 82004. Agency Official.

“Agency official” means any member, officer, employee, or consultant of any state agency who as part of that person’s official responsibilities participates in any administrative action in other than a purely clerical, secretarial, or ministerial capacity.

History: Amended by Stats. 2021, Ch. 50.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Section 18249

Opinions: *In re Morrissey* (1976) 2 FPPC Ops. 120
In re Morrissey (1976) 2 FPPC Ops. 84
In re Wallace (1975) 1 FPPC Ops. 118

§ 82004.5. Behested Payment.

“Behested payment” means a payment that is made at the behest of a committee, an elected officer, a member of the Public Utilities Commission, or an agent thereof, under any of the following circumstances:

(a) Full and adequate consideration is received from the committee or elected officer.

(b) The payment is made to a different candidate or to a committee not controlled by the behesting candidate.

(c) As to an elected officer, it is clear from the surrounding circumstances that the payment was made for purposes unrelated to the officer’s seeking or holding of elective office. For purposes of this subdivision, a payment is made for purposes related to an elected officer’s seeking or holding of elective office if all or a portion of the payment is used for election-related activities, as defined in Section 82022.5. The following types of payments are presumed to be for purposes unrelated to an elected officer’s seeking or holding of elective office:

(1) A payment made principally for personal purposes, in which case it may be considered a gift under the provisions of Section 82028. Payments that are otherwise subject to the limits of Section 86203 are presumed to be principally for personal purposes.

(2) A payment made by a state, local, or federal governmental agency.

(3) A payment made by a nonprofit organization that is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code.

(4) A payment made principally for charitable purposes.

(5) A payment made principally for legislative or governmental purposes by a person other than a state, local, or federal governmental agency.

History: Added by Stats. 2017, Ch. 749.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Section 18424, 18424.1, 18424.2

§ 82005. Business Entity.

“Business entity” means any organization or enterprise operated for profit, including but not limited to a proprietorship, partnership, firm, business trust, joint venture, syndicate, corporation or association.

§ 82006. Campaign Statement.*

“Campaign statement” means an itemized report which is prepared on a form prescribed by the Commission and which provides the information required by Chapter 4 of this title.

References at the time of publication (see page 2):

Opinions: *In re Layton* (1975) 1 FPPC Ops. 113

*Section 82006 was amended by SB 1239 (Stats. 2018, Ch. 662) with a delayed operation date conditioned upon the Secretary of State certifying an online filing and disclosure system under 84602 (b)(7). For more information, please refer to Appendix V.

§ 82007. Candidate.

(a) “Candidate” means any of the following:

(1) Anyone who is listed on a ballot or is qualified to have write-in votes cast on their behalf counted by elections officials for nomination or election to any elective office.

(2) Anyone who receives a contribution, makes an expenditure, or gives their consent for another person to receive a contribution or make an expenditure, to bring about the person’s nomination or election to an elective office, even if any of the following apply:

(A) The specific elective office for which the person will seek nomination or election is unknown at the time the contribution is received or the expenditure is made.

(B) The person has not announced the candidacy or filed a declaration of candidacy.

(3) An elected officer, including any elected officer who is the subject of a recall.

(b) Anyone who becomes a candidate retains candidate status until that status is terminated under Section 84214.

(c) “Candidate” does not include any candidate, as defined in Section 30101(2) of Title 52 of the United States Code, for federal office, as to the person’s activities related to seeking nomination or election to that federal office.

History: Amended by Stats. 1980, Ch. 289; repealed and reenacted as amended by Stats. 2019, Ch. 312.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18404, 18531.5

Opinions: *In re Johnson* (1989) 12 FPPC Ops. 1
In re Lui (1987) 10 FPPC Ops. 10
In re Juvinall, Stull, Meyers, Republican Central Committee of Orange County, Tuteur (1976) 2 FPPC Ops. 110

§ 82008. City.

“City” means a general law or a chartered city.

§ 82009.5. Clerk.

“Clerk” refers to the city or county clerk unless the city council or board of supervisors has designated any other agency to perform the specified function.

§ 82010. Closing Date.

“Closing date” means the date through which any report or statement filed under this title is required to be complete.

§ 82011. Code Reviewing Body.

“Code reviewing body” means all of the following:

(a) The commission, with respect to the conflict of interest code of a state agency other than an agency in the judicial branch of government, or any local government agency with jurisdiction in more than one county.

(b) The board of supervisors, with respect to the conflict of interest code of any county agency other than the board of supervisors, or any agency of the judicial branch of government, and of any local government agency, other than a city agency, with jurisdiction wholly within the county.

(c) The city council, with respect to the conflict of interest code of any city agency other than the city council.

(d) The Attorney General, with respect to the conflict of interest code of the commission.

(e) The Chief Justice of California or the Chief Justice's designee, with respect to the conflict of interest code of the members of the Judicial Council, Commission on Judicial Performance, and Board of Governors of the State Bar of California.

(f) The Board of Governors of the State Bar of California with respect to the conflict of interest code of the State Bar of California.

(g) The Chief Justice of California, the administrative presiding judges of the courts of appeal, and the presiding judges of superior courts, or their designees, with respect to the conflict of interest code of any agency of the judicial branch of government subject to the immediate administrative supervision of that court.

(h) The Judicial Council of California, with respect to the conflict of interest code of any state agency within the judicial branch of government not included under subdivisions (e), (f), and (g).

History: Amended by Stats. 1980, Ch. 779; amended by Stats. 1984, Ch. 727, operative July 1, 1985; amended by Stats. 1985, Ch. 775; amended by Stats. 1995, Ch. 587; amended by Stats. 2003, Ch. 62; amended by Stats. 2021, Ch. 50.

§ 82012. Commission.

"Commission" means the Fair Political Practices Commission.

§ 82013. Committee.

"Committee" means any person or combination of persons who directly or indirectly does any of the following:

(a) Receives contributions totaling two thousand dollars (\$2,000) or more in a calendar year;

(b) Makes independent expenditures totaling one thousand dollars (\$1,000) or more in a calendar year; or

(c) Makes contributions totaling ten thousand dollars (\$10,000) or more in a calendar year to or at the behest of candidates or committees.

A person or combination of persons that becomes a committee shall retain its status as a committee until such time as that status is terminated pursuant to Section 84214.

History: Amended by Stats. 1977, Ch. 1213; amended by Stats. 1980, Ch. 289; amended by Stats. 1984, Ch. 670; amended by Stats. 1987, Ch. 632; amended by Stats. 2015, Ch. 364, effective January 1, 2016.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18402.2, 18404.2, 18420.1, 18421.10, 18428, 18450.3, 18521.5

Opinions: *In re Johnson* (1989) 12 FPPC Ops. 1
In re Welsh (1978) 4 FPPC Ops. 78
In re Kahn (1976) 2 FPPC Ops. 151
In re Lumsdon (1976) 2 FPPC Ops. 140
In re Cannon (1976) 2 FPPC Ops. 133
In re Masini (1976) 2 FPPC Ops. 38
In re Fontana (1976) 2 FPPC Ops. 25
In re Christiansen (1975) 1 FPPC Ops. 170
In re Augustine (1975) 1 FPPC Ops. 69

§ 82014. Conflict of Interest Code.

"Conflict of Interest Code" means a set of rules and regulations adopted by an agency pursuant to Chapter 7 of this title.

§ 82015. Contribution.

(a) "Contribution" means a payment, a forgiveness of a loan, a payment of a loan by a third party, or an enforceable promise to make a payment, except to the extent that full and adequate consideration is received or if it is clear from the surrounding circumstances that the payment is not made for political purposes.

(b) "Contribution" includes all of the following:

(1) The purchase of tickets for events such as dinners, luncheons, rallies, and similar fundraising events; the candidate's own money or property used on behalf of the candidate's candidacy, other than personal funds of the candidate used to pay either a filing fee for a declaration of candidacy or a candidate statement prepared pursuant to Section 13307 of the Elections Code; the granting of discounts or rebates not extended to the public generally or the granting of discounts or rebates by television and radio stations and newspapers not extended on an equal basis to all candidates for the same office; the payment of compensation by any person for the personal services or expenses of any other person if the services are rendered or expenses incurred on behalf of a candidate or committee without payment of full and adequate consideration.

(2) The transfer of anything of value received by a committee from another committee, unless full and adequate consideration is received.

(3) The payment of public moneys by a state or local governmental agency for a communication to the public that satisfies both of the following:

(A) The communication expressly advocates the election or defeat of a clearly identified candidate or the qualification, passage, or defeat of a clearly identified measure, or, taken as a whole and in context, unambiguously urges a particular result in an election.

(B) The communication is made at the behest of the affected candidate or committee.

(4) A payment made by a person to a multipurpose organization as defined and described in Section 84222.

(5)(A) A payment made by a lobbyist or a cohabitant of a lobbyist for costs related to a fundraising event held at the home of the lobbyist, including the value of the use of the home as a fundraising event venue. A payment described in this paragraph is attributable to the lobbyist for purposes of Section 85702.

(B) A payment made by a lobbying firm for costs related to a fundraising event held at the office of the lobbying firm, including the value of the use of the office as a fundraising event venue.

(c) “Contribution” does not include any of the following:

(1) Amounts received pursuant to an enforceable promise to the extent those amounts have been previously reported as a contribution. However, the fact that those amounts have been received shall be indicated in the appropriate campaign statement.

(2) Except as provided in paragraph (5) of subdivision (b), a payment made by an occupant of a home or office for costs related to any meeting or fundraising event held in the occupant’s home or office if the costs for the meeting or fundraising event are five hundred dollars (\$500) or less.

(3) Volunteer personal services or payments made by any individual for the individual’s own travel expenses if the payments are made voluntarily without any understanding or agreement that they will be, directly or indirectly, repaid to the individual.

(4) A behested payment, as defined in Section 82004.5, but only as to the behesting committee, elected officer, or member of the Public Utilities Commission.

History: Amended by Stats. 1980, Ch. 289; amended by Stats. 1997, Ch. 450, effective September 24, 1997; amended by Stats. 2008, Ch. 418; amended by Stats. 2009, Ch. 363; amended by Stats. 2013, Ch. 16, effective July 1, 2014; amended by Stats. 2014, Ch. 882 and 930; amended by Stats. 2015, Ch. 756, effective October 10, 2015; amended by Stats. 2017, Ch. 749; amended by Stats. 2021, Ch. 50.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18215, 18215.2, 18216, 18225.7, 18402.2, 18420.1, 18421.1, 18421.31, 18422, 18422.1 18423, 18428, 18521.5, 18530.3, 18531.7, 18540, 18572, 18950, 18950.3

Opinions: *In re Leiderman* (2022)
In re California State Association of Counties (2021)
In re Montoya (1989) 12 FPPC Ops. 7
In re Johnson (1989) 12 FPPC Ops. 1
In re Bell (1988) 11 FPPC Ops. 1
In re Nielsen (1979) 5 FPPC Ops. 18
In re Buchanan (1979) 5 FPPC Ops. 14
In re Reinhardt (1977) 3 FPPC Ops. 83
In re Cannon (1976) 2 FPPC Ops. 133
In re Willmarth (1976) 2 FPPC Ops. 130
In re Adams (1976) 2 FPPC Ops. 127
In re Dixon (1976) 2 FPPC Ops. 70
In re McCormick (1976) 2 FPPC Ops. 42
In re Burciaga (1976) 2 FPPC Ops. 17
In re Hayes (1975) 1 FPPC Ops. 210
In re Christiansen (1975) 1 FPPC Ops. 170
In re Cory (1975) 1 FPPC Ops. 137

§ 82015.5. Contribution; Aggregation.

(a) To determine when contributions are aggregated under this title, “entity” means any person other than an individual, and “majority owned” means ownership of more than 50 percent.

(b) If an individual directs or controls an entity’s contributions, the entity’s contributions shall be aggregated with contributions made by both of the following:

(1) That individual.

(2) Any other entity whose contributions that individual directs or controls.

(c) If two or more entities make contributions that are directed or controlled by a majority of the same persons, the contributions of those entities shall be aggregated.

(d) Contributions made by entities that are majority owned by a person shall be aggregated with the contributions of the majority owner and all other entities majority owned by that person, unless those entities act independently in their contribution-making decisions.

History: Added by Stats. 2019, Ch. 312.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18428, 18450.1, 18450.3

§ 82016. Controlled Committee.

(a) “Controlled committee” means a committee that is controlled directly or indirectly by a candidate or state measure proponent or that acts jointly with a candidate, controlled committee, or state measure proponent in connection with the making of expenditures. A candidate or state measure proponent controls a committee if the candidate or state measure proponent, the candidate or state measure proponent’s agent, or any other committee the candidate or state measure proponent controls has a significant influence on the actions or decisions of the committee.

(b) Notwithstanding subdivision (a), a political party committee, as defined in Section 85205, is not a controlled committee.

History: Amended by Stats. 1983, Ch. 898; amended by Stats. 2000, Ch. 102 [Proposition 34 of the November Statewide General Election]; amended by Stats. 2021, Ch. 50.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18217, 18405, 18521.5

§ 82017. County.

“County” includes a city and county.

§ 82018. Cumulative Amount.

(a) Except as provided in subdivisions (b), (c), and (d), “cumulative amount” means the amount of contributions received or expenditures made in the calendar year.

(b) For a filer required to file a campaign statement or independent expenditure report in one year in connection with an election to be held in another year, the period over which the cumulative amount is calculated shall end on the closing date of the first semiannual statement filed after the election.

(c) For a filer required to file a campaign statement in connection with the qualification of a measure which extends into two calendar years, the period over which the cumulative amount is calculated shall end on December 31 of the second calendar year.

(d) For a person filing a campaign statement with a period modified by the provisions of this section, the next period over which the cumulative amount is calculated shall begin on the day after the closing date of the statement.

History: Amended by Stats. 1976, Ch. 1106; repealed and reenacted as amended by Stats. 1980, Ch. 289; amended by Stats. 1985, Ch. 1456; amended by Stats. 1992, Ch. 405; amended by Stats. 1993, Ch. 769.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18421.4

§ 82019. Designated Employee.

(a) “Designated employee” means any officer, employee, member, or consultant of any agency whose position with the agency:

(1) Is exempt from the state civil service system by virtue of subdivision (a), (c), (d), (e), (f), (g), or (m) of Section 4 of Article VII of the Constitution, unless the position is elective or solely secretarial, clerical, or manual.

(2) Is elective, other than an elective state office.

(3) Is designated in a Conflict of Interest Code because the position entails the making or participation in the making of decisions which may foreseeably have a material effect on any financial interest.

(4) Is involved as a state employee at other than a clerical or ministerial level in the functions of negotiating or signing any contract awarded through competitive bidding, in making decisions in conjunction with the competitive bidding process, or in negotiating, signing, or making decisions on contracts executed pursuant to Section 10122 of the Public Contract Code.

(b)(1) “Designated employee” does not include an elected state officer, any unsalaried member of any board or commission which serves a solely advisory function, any public official specified in Section 87200, and also does not include any unsalaried member of a nonregulatory committee, section, commission, or other such entity of the State Bar of California.

(2) “Designated employee” does not include a federal officer or employee serving in an official federal capacity on a state or local government agency. The state or local government agency shall annually obtain, and maintain in its files for public inspection, a copy of any public financial disclosure report filed by the federal officer or employee pursuant to federal law.

History: Amended by Stats. 1979, Ch. 674; amended by Stats. 1983, Ch. 1108; amended by Stats. 1984, Ch. 727, operative July 1, 1985; amended by Stats. 1985, Ch. 611; amended by Stats. 2004, Ch. 484.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18219, 18700.3, 18723.1, 18730

§ 82020. Elected Officer.

“Elected officer” means any person who holds an elective office or has been elected to an elective office but has not yet taken office. A person who is appointed to fill a vacant elective office is an elected officer.

§ 82021. Elected State Officer.

“Elected state officer” means any person who holds an elective state office or has been elected to an elective state office but has not yet taken office. A person who is appointed to fill a vacant elective state office is an elected state officer.

§ 82022. Election.

“Election” means any primary, general, special or recall election held in this state. The primary and general or special elections are separate elections for purposes of this title.

§ 82022.5. Election-Related Activities.

“Election-related activities” include, but are not limited to, the following with respect to candidate-based elections:

(a) Communications that contain express advocacy of the nomination or election of a candidate or the defeat of a candidate’s opponent.

(b) Communications that contain reference to a candidate’s candidacy for elective office, the candidate’s election campaign, or the candidate’s or the candidate’s opponent’s qualifications for elective office.

(c) Solicitation of contributions to the candidate or to third persons for use in support of the candidate or in opposition to the candidate’s opponent.

(d) Arranging, coordinating, developing, writing, distributing, preparing, or planning of any communication or activity described in subdivisions (a) to (c), inclusive.

(e) Recruiting or coordinating campaign activities of campaign volunteers on behalf of the candidate.

(f) Preparing campaign budgets.

(g) Preparing campaign finance disclosure statements.

(h) Communications directed to voters or potential voters as part of activities encouraging or assisting persons to vote if the communication contains express advocacy of the nomination or election of the candidate or the defeat of the candidate’s opponent.

History: Added by Stats. 2017, Ch. 749; amended by Stats. 2021, Ch. 50,

§ 82023. Elective Office.

“Elective office” means any state, regional, county, municipal, district or judicial office that is filled at an election. “Elective office” also includes membership on a county central committee of a qualified political party, and membership through election on the Board of Administration of the Public Employees’ Retirement System or the Teachers’ Retirement Board.

History: Amended by Stats. 1998, Ch. 923; amended by Stats. 2010, Ch. 633.

§ 82024. Elective State Office.

“Elective state office” means the office of Governor, Lieutenant Governor, Attorney General, Insurance Commissioner, Controller, Secretary of State, Treasurer, Superintendent of Public Instruction, Member of the Legislature, member elected to the Board of Administration of the Public Employees’ Retirement System, member elected to the Teachers’ Retirement Board, and member of the State Board of Equalization.

History: Amended by Stats. 1991, Ch. 674; amended by Stats. 1998, Ch. 923; amended by Stats. 2010, Ch. 633.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18723

§ 82025. Expenditure.

(a) “Expenditure” means a payment, a forgiveness of a loan, a payment of a loan by a third party, or an enforceable promise to make a payment, unless it is clear from the surrounding circumstances that it is not made for political purposes. “Expenditure” does not include a candidate’s use of the candidate’s own money to pay for either a filing fee for a declaration of candidacy or a candidate statement prepared pursuant to Section 13307 of the Elections Code. An expenditure is made on the date the payment is made or on the date consideration, if any, is received, whichever is earlier.

(b) A payment is made for political purposes if it is any of the following:

(1) For purposes of influencing or attempting to influence the action of the voters for or against the nomination or election of a candidate or candidates, or the qualification or passage of any measure.

(2) Made by any of the following:

(A) A candidate, unless it is clear from surrounding circumstances that the payment was made for personal purposes unrelated to the candidate’s candidacy or status as an officeholder.

(B) A controlled committee.

(C) An official committee of a political party, including a state central committee, county central committee, assembly district committee, or any subcommittee of such committee.

(D) An organization formed or existing primarily for political purposes, as described in paragraph (1), including, but not limited to, a political action committee established by any membership organization, labor union, or corporation.

(c) “Expenditure” includes any monetary or nonmonetary payment made by any person, other than the persons or organizations described in subdivision (b), that is used for communications that expressly advocate the nomination, election, or defeat of a clearly identified candidate or candidates, or the qualification, passage, or defeat of a clearly identified ballot measure.

(1) “Clearly identified” is defined as follows:

(A) A candidate is clearly identified if the communication states the candidate’s name, makes unambiguous reference to the candidate’s office or status as a candidate, or unambiguously describes the candidate in any manner.

(B) A group of candidates is clearly identified if the communication makes unambiguous reference to some well-defined characteristic of the group, even if the communication does not name each candidate. A communication that clearly identifies a group of candidates and expressly advocates their election or defeat is reportable as an expenditure, but the expenditure need not be allocated among all members of the class or group on the campaign statement reporting the expenditure.

(C) A measure that has qualified to be placed on the ballot is clearly identified if the communication states a proposition number, official title, or popular name associated with the measure. In addition, the measure is clearly identified if the communication refers to the subject matter of the measure and either states that the measure is before

the people for a vote or, taken as a whole and in context, unambiguously refers to the measure.

(D) A measure that has not qualified to be placed on the ballot is clearly identified if the communication refers to the subject matter of the measure and the qualification drive.

(2) A communication “expressly advocates” the nomination, election, or defeat of a candidate or the qualification, passage, or defeat of a measure if it contains express words of advocacy such as “vote for,” “elect,” “support,” “cast your ballot,” “vote against,” “defeat,” “reject,” “sign petitions for,” or, within 60 days before an election in which the candidate or measure appears on the ballot, the communication otherwise refers to a clearly identified candidate or measure so that the communication, taken as a whole, unambiguously urges a particular result in an election.

(A) Except for those communications paid for with public moneys by a state or local government agency, a communication, taken as a whole, unambiguously urges a particular result in an election if it is not susceptible of any reasonable interpretation other than as an appeal to vote for or against a specific candidate or measure. A communication is not susceptible of any reasonable interpretation other than as an appeal to vote for or against a specific candidate or measure when, taken as a whole, it could only be interpreted by a reasonable person as containing an appeal to vote for or against a specific candidate or measure because of both of the following:

(i) The electoral portion of the communication is unmistakable, unambiguous, and suggestive of only one meaning.

(ii) Reasonable minds could not differ as to whether it encourages a vote for or against a clearly identified candidate or measure, or encourages some other kind of action on a legislative, executive, or judicial matter or issue.

(B) The following nonexhaustive examples, referring to candidates or measures on the ballot in an upcoming election, illustrate statements that in most contexts would not be susceptible of any reasonable interpretation other than as an appeal to vote for or against a specific candidate or measure: “Smith’s the One”; “No Measure A”; “Rally ‘round O’Malley”; “Create jobs with Measure X”; “Only Nancy Brown can clean out City Hall”; “Proposition 123 - your last chance to save California”; “Joe Green will earn your trust”; “Bob Boone is unqualified for office and a special-interest puppet”; “Shirley Hall - bad for California, bad for you.”

(C) The following nonexhaustive examples, referring to candidates or measures on the ballot in an upcoming election, illustrate statements that would be susceptible of a reasonable interpretation other than as an appeal to vote for or against a specific candidate or measure: “Assembly Member Nancy Brown needs to be tough on criminals. Call her and tell her to stand firm on AB 100”; “Poor children need a home too. Support the Mayor’s stance against more budget cuts”; “Thank you, Supervisor Smith, for continuing to support our farmers.”

(D) Safe Harbor. A communication does not expressly advocate the nomination, election, or defeat of a candidate, or the qualification, passage, or defeat of a measure, within the meaning of this section, if both of the following apply:

(i) The communication does not mention an election, candidacy, political party unless required by law, opposing candidate, or voting by the general public, and it does not take a position on the character, qualifications, or fitness for office of a candidate or officeholder, or the merits of a ballot measure.

(ii) The communication focuses on a legislative, executive, or judicial matter or issue, either urging a candidate to take a particular position or action with respect to the matter or issue, or urging the public to adopt a particular position and to contact the candidate with respect to the matter or issue.

(E) Rules of Interpretation. If a communication does not qualify for the safe harbor described in subparagraph (D), the commission shall consider if the communication has an interpretation other than as an appeal to vote for or against a clearly identified candidate or measure, in order to determine if, on balance, the communication is not susceptible of any reasonable interpretation other than as an appeal to vote for or against a clearly identified candidate or measure.

(3) Reporting Expenditures.

(A) The amount of an expenditure reportable pursuant to this subdivision shall include all costs directly attributable to the communication, including, but not limited to, salaries, production, postage, space or time purchased, agency fees, printing, and any additional administrative or overhead costs attributable to the communication. The expenditure does not include any of the regular ongoing business overhead that will be incurred in similar amounts regardless of the communication.

(B) When a printed or broadcast communication circulates outside the state, the expenditure may be calculated on the basis of the fraction of the total cost attributable to circulation within the state.

(C) Costs directly traceable to the communication are reportable when the communication is made, or when payments are made in connection with the development, production, or dissemination of the communication, whichever occurs first.

(D) The costs of printing and distributing petitions, recruiting, training, and paying expenses of petition circulators, and other costs incurred in connection with the qualification of a measure are reportable expenditures.

(4) Except for those communications paid for with public moneys by a state or local government agency, notwithstanding this subdivision, “expenditure” does not include costs incurred for communications that expressly advocate the nomination, election, or defeat of a clearly identified candidate or candidates, or the qualification, passage, or defeat of a clearly identified measure or measures by either of the following:

(A) A broadcasting station, including a cable or satellite television operation, programmer, or producer, internet website, or a regularly published newspaper, magazine, or other periodical of general circulation, including an internet or electronic publication, that routinely carries news and commentary of general interest, for the cost of covering or carrying a news story, commentary, or editorial.

(B) A regularly published newsletter or regularly published periodical, other than those specified in subparagraph (A), whose circulation is limited to an organization’s members, employees, shareholders, other affiliated individuals, and those who request or purchase the publication. This subparagraph applies only to the costs regularly incurred in publishing the newsletter or periodical. If additional costs are incurred because the newsletter or periodical is issued on other than its regular schedule, expanded in circulation, or substantially altered in style, size, or format, the additional costs are expenditures.

(5) The term “expenditure” also does not include uncompensated internet activity by an individual supporting or opposing a candidate or measure as stated in Section 18215.2 of Title 2 of the California Code of Regulations.

(d) A payment used to make contributions, as defined in Section 82015, is an expenditure.

History: Amended by Stats. 1997, Ch. 394; amended by Stats. 2017, Ch. 546; amended by Stats. 2019, Ch. 102.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18215.2, 18225.4, 18225.7, 18421.1, 18421.6, 18423, 18450.11, 18526, 18530.3, 18531.7

Opinions: *In re Lui* (1987) 10 FPPC Ops. 10
In re Buchanan (1979) 5 FPPC Ops. 14
In re Welsh (1978) 4 FPPC Ops. 78
In re Cannon (1976) 2 FPPC Ops. 133
In re Juvinall, Stull, Meyers, Republican Central Committee of Orange County, Tuteur (1976) 2 FPPC Ops. 110
In re Sobieski (1976) 2 FPPC Ops. 73
In re Hayes (1975) 1 FPPC Ops. 210
In re Christiansen (1975) 1 FPPC Ops. 170
In re Kelly, Masini (1975) 1 FPPC Ops. 162

§ 82025.3. External Manager.

(a) “External manager” means either of the following:

(1) A person who is seeking to be, or is, retained by a state public retirement system in California or an investment vehicle to manage a portfolio of securities or other assets for compensation.

(2) A person who manages an investment fund and who offers or sells, or has offered or sold, an ownership interest in the investment fund to a state public retirement system in California or an investment vehicle.

(b) For purposes of this section, “investment fund” has the same meaning as set forth in Section 7513.8.

(c) For purposes of this section, “investment vehicle” has the same meaning as set forth in Section 82047.3.

History: Added by Stats. 2010, Ch. 668; amended by Stats. 2011, Ch. 704, effective October 9, 2011.

§ 82025.5. Fair Market Value.

“Fair market value” means the estimated fair market value of goods, services, facilities or anything of value other than money. Whenever the amount of goods, services, facilities, or anything of value other than money is required to be reported under this title, the amount reported shall be the fair market value, and a description of the goods, services, facilities, or other thing of value shall be appended to the report

or statement. “Full and adequate consideration” as used in this title means fair market value.

History: Added by Stats. 1985, Ch. 775.

References at the time of publication (see page 2):

Opinions: *In re Hopkins* (1977) 3 FPPC Ops. 107
In re Stone (1977) 3 FPPC Ops. 52
In re Thomas (1977) 3 FPPC Ops. 30
In re Cory (1975) 1 FPPC Ops. 153

§ 82026. Filer.

“Filer” means the person filing or required to file any statement or report under this title.

§ 82027. Filing Officer.

“Filing officer” means the office or officer with whom any statement or report is required to be filed under this title. If copies of a statement or report are required to be filed with more than one office or officer, the one first named is the filing officer, and the copy filed with that officer shall be signed in the original and shall be deemed the original copy.

History: Amended by Stats. 2021, Ch. 50.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Section 18227, 18227.5

§ 82027.5. General Purpose Committee.

(a) “General purpose committee” means all committees pursuant to subdivision (b) or (c) of Section 82013, and any committee pursuant to subdivision (a) of Section 82013 which is formed or exists primarily to support or oppose more than one candidate or ballot measure, except as provided in Section 82047.5.

(b) A “state general purpose committee” is a political party committee, as defined in Section 85205, or a committee to support or oppose candidates or measures voted on in a state election, or in more than one county.

(c) A “county general purpose committee” is a committee to support or oppose candidates or measures voted on in only one county, or in more than one jurisdiction within one county.

(d) A “city general purpose committee” is a committee to support or oppose candidates or measures voted on in only one city.

History: Added by Stats. 1985, Ch. 1456; amended by Stats. 2004, Ch. 623, effective September 21, 2004.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18227.518421.8, 18521.5

§ 82028. Gift.

(a) “Gift” means, except as provided in subdivision (b), any payment that confers a personal benefit on the recipient, to the extent that consideration of equal or greater value is not received and includes a rebate or discount in the price of anything of value unless the rebate or discount is made in the regular course of business to members of the public without regard to official status. Any person, other than a defendant in a criminal action, who claims that a payment is not a gift by reason of receipt of consideration has

the burden of proving that the consideration received is of equal or greater value.

(b) The term “gift” does not include:

(1) Informational material such as books, reports, pamphlets, calendars, or periodicals. No payment for travel or reimbursement for any expenses shall be deemed “informational material.”

(2) Gifts which are not used and which, within 30 days after receipt, are either returned to the donor or delivered to a nonprofit entity exempt from taxation under Section 501(c)(3) of the Internal Revenue Code without being claimed as a charitable contribution for tax purposes.

(3) Gifts from an individual’s spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin or the spouse of any such person; provided that a gift from any such person shall be considered a gift if the donor is acting as an agent or intermediary for any person not covered by this paragraph.

(4) Campaign contributions required to be reported under Chapter 4 of this title.

(5) Any devise or inheritance.

(6) Personalized plaques and trophies with an individual value of less than two hundred fifty dollars (\$250).

History: Amended by Stats. 1978, Ch. 641; amended by Stats. 1986, Ch. 654; amended by Stats. 1997, Ch. 450, effective September 24, 1997.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18229.1, 18730.1, 18932.4, 18940, 18940.1, 18941, 18942, 18942.1, 18942.2, 18942.3, 18943, 18944, 18944.1, 18944.2, 18944.3, 18945, 18945.2, 18946, 18946.1, 18946.2, 18946.3, 18946.4, 18946.5, 18950, 18950.1, 18950.2, 18950.3

Opinions: *In re Roberts* (2004) 17 FPPC Ops. 9
In re Hopkins (1977) 3 FPPC Ops. 107
In re Stone (1977) 3 FPPC Ops. 52
In re Gutierrez (1977) 3 FPPC Ops. 44
In re Thomas (1977) 3 FPPC Ops. 30
In re Nida (1977) 3 FPPC Ops. 1
In re Torres (1976) 2 FPPC Ops. 31
In re Brown (1975) 1 FPPC Ops. 677
In re Hayes (1975) 1 FPPC Ops. 210
In re Russel (1975) 1 FPPC Ops. 191
In re Cory (1975) 1 FPPC Ops. 153
In re Cory (1975) 1 FPPC Ops. 137
In re Cory (1976) 2 FPPC Ops. 48
In re Spellman (1975) 1 FPPC Ops. 16
In re Lunardi (1975) 1 FPPC Ops. 97

§ 82029. Immediate Family.

“Immediate family” means the spouse and dependent children.

History: Amended by Stats. 1980, Ch. 1000.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18234

Opinions: *In re Roberts* (2004) 17 FPPC Ops. 9

§ 82030. Income.

(a) “Income” means, except as provided in subdivision (b), a payment received, including, but not limited to, any salary, wage, advance, dividend, interest, rent, proceeds from any sale, gift, including any gift of food or beverage,

loan, forgiveness or payment of indebtedness received by the filer, reimbursement for expenses, per diem, or contribution to an insurance or pension program paid by any person other than an employer, and including any community property interest in the income of a spouse. Income also includes an outstanding loan. Income of an individual also includes a pro rata share of any income of any business entity or trust in which the individual or spouse owns, directly, indirectly, or beneficially, a 10-percent interest or greater. "Income," other than a gift, does not include income received from any source outside the jurisdiction and not doing business within the jurisdiction, not planning to do business within the jurisdiction, or not having done business within the jurisdiction during the two years prior to the time any statement or other action is required under this title.

(b) "Income" also does not include:

(1) Campaign contributions required to be reported under Chapter 4 (commencing with Section 84100).

(2) Salary and reimbursement for expenses or per diem, and social security, disability, or other similar benefit payments received from a state, local, or federal government agency and reimbursement for travel expenses and per diem received from a bona fide nonprofit entity exempt from taxation under Section 501(c)(3) of the Internal Revenue Code.

(3) Any devise or inheritance.

(4) Interest, dividends, or premiums on a time or demand deposit in a financial institution, shares in a credit union or any insurance policy, payments received under any insurance policy, or any bond or other debt instrument issued by any government or government agency.

(5) Dividends, interest, or any other return on a security which is registered with the Securities and Exchange Commission of the United States government or a commodity future registered with the Commodity Futures Trading Commission of the United States government, except proceeds from the sale of these securities and commodities futures.

(6) Redemption of a mutual fund.

(7) Alimony or child support payments.

(8) Any loan or loans from a commercial lending institution which are made in the lender's regular course of business on terms available to members of the public without regard to official status.

(9) Any loan from or payments received on a loan made to an individual's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, uncle, aunt, or first cousin, or the spouse of any such person, provided that a loan or loan payment received from any such person shall be considered income if that person is acting as an agent or intermediary for any person not covered by this paragraph.

(10) Any indebtedness created as part of a retail installment or credit card transaction if made in the lender's regular course of business on terms available to members of the public without regard to official status.

(11) Payments received under a defined benefit pension plan qualified under Internal Revenue Code Section 401(a).

(12) Proceeds from the sale of securities registered with the Securities and Exchange Commission of the United

States government or from the sale of commodities futures registered with the Commodity Futures Trading Commission of the United States government if the filer sells the securities or the commodities futures on a stock or commodities exchange and does not know or have reason to know the identity of the purchaser.

History: Amended by Stats. 1976, Ch. 1161; amended by Stats. 1977, Ch. 230, effective July 7, 1977; amended by Stats. 1977, Ch. 344, effective August 20, 1977; amended by Stats. 1978, Ch. 641; amended by Stats. 1979, Ch. 686; amended by Stats. 1980, Ch. 183; amended by Stats. 1984, Ch. 931; amended by Stats. 1987, Ch. 936; amended by Stats. 1997, Ch. 455, effective September 24, 1997; amended by Stats. 2002, Ch. 172; amended by Stats. 2004, Ch. 484; amended by Stats. 2021, Ch. 50.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18230, 18232, 18234, 18235, 18728.5, 18940, 18944, 18950.1, 18950.2, 18950.3

Opinions: *In re Roberts* (2004) 17 FPPC Ops. 9
In re Elmore (1978) 4 FPPC Ops. 8
In re Carey (1977) 3 FPPC Ops. 99
In re Moore (1977) 3 FPPC Ops. 33
In re Hayes (1975) 1 FPPC Ops. 210
In re Brown (1975) 1 FPPC Ops. 67

§ 82030.5. Income; Earned.

(a) For purposes of this title, "earned income" means, except as provided in subdivision (b), income from wages, salaries, professional fees, and other amounts received or promised to be received as compensation for personal services rendered.

(b) Income which is not "earned income" includes, but is not limited to, the following:

(1) Any income derived from stocks, bonds, property, or other investments, or from retail or wholesale sales.

(2) Any amount paid by, or on behalf of, an elected state officer to a tax-qualified pension, profit sharing, or stock bonus plan and received by the elected state officer from the plan.

(3) The community property interest in the income of a spouse.

History: Added by Stats. 1990, Ch. 1075.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18229

Opinions: *In re Roberts* (2004) 17 FPPC Ops. 9

§ 82031. Independent Expenditure.

"Independent expenditure" means an expenditure made by any person, including a payment of public moneys by a state or local governmental agency, in connection with a communication which expressly advocates the election or defeat of a clearly identified candidate or the qualification, passage or defeat of a clearly identified measure, or taken as a whole and in context, unambiguously urges a particular result in an election but which is not made to or at the behest of the affected candidate or committee.

History: Formerly titled "Independent Committee." Repealed by Stats. 1979, Ch. 779. Added by Stats. 1980, Ch. 289. (Formerly Section 82031.5.) Amended by Stats. 2009, Ch. 363.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18225.7, 18420.1, 18521.5, 18530.3

Opinions: *In re California State Association of Counties* (2021)

§ 82032. Influencing Legislative or Administrative Action.

“Influencing legislative or administrative action” means promoting, supporting, influencing, modifying, opposing or delaying any legislative or administrative action by any means, including but not limited to the provision or use of information, statistics, studies or analyses.

References at the time of publication (see page 2):

Opinions: *In re Evans* (1978) 4 FPPC Ops. 54
In re Leonard (1976) 2 FPPC Ops. 54
In re Nida (1976) 2 FPPC Ops. 1

§ 82033. Interest in Real Property.

“Interest in real property” includes any leasehold, beneficial or ownership interest, or an option to acquire such an interest in real property located in the jurisdiction owned directly, indirectly, or beneficially by the public official, or other filer, or that person’s immediate family if the fair market value of the interest is two thousand dollars (\$2,000) or more. Interests in real property of an individual includes a pro rata share of interests in real property of any business entity or trust in which the individual or immediate family owns, directly, indirectly, or beneficially, a 10-percent interest or greater.

History: Amended by Stats. 1978, Ch. 607; amended by Stats. 1980, Ch. 1000; amended by Stats. 1984, Ch. 931; amended by Stats. 2000, Ch. 130; amended by Stats. 2021, Ch. 50.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18229.1, 18233, 18234, 18235, 18279
 Opinions: *In re Overstreet* (1981) 6 FPPC Ops. 12

§ 82034. Investment.

“Investment” means any financial interest in or security issued by a business entity, including, but not limited to, common stock, preferred stock, rights, warrants, options, debt instruments, and any partnership or other ownership interest owned directly, indirectly, or beneficially by the public official, or other filer, or that person’s immediate family, if the business entity or any parent, subsidiary, or otherwise related business entity has an interest in real property in the jurisdiction, or does business or plans to do business in the jurisdiction, or has done business within the jurisdiction at any time during the two years prior to the time any statement or other action is required under this title. An asset shall not be deemed an investment unless its fair market value equals or exceeds two thousand dollars (\$2,000). The term “investment” does not include a time or demand deposit in a financial institution, shares in a credit union, any insurance policy, interest in a diversified mutual fund registered with the Securities and Exchange Commission under the Investment Company Act of 1940 or in a common trust fund created pursuant to Section 1564 of the Financial Code, interest in a government defined-benefit pension plan, or any bond or other debt instrument issued by any government or government agency. Investments of an individual includes a pro rata share of investments of any business entity, mutual

fund, or trust in which the individual or immediate family owns, directly, indirectly, or beneficially, a 10-percent interest or greater. The term “parent, subsidiary or otherwise related business entity” shall be specifically defined by regulations of the commission.

History: Amended by Stats. 1978, Ch. 607; amended by Stats. 1980, Ch. 1000; amended by Stats. 1984, Ch. 931; amended by Stats. 2000, Ch. 130; amended by Stats. 2007, Ch. 348; amended by Stats. 2021, Ch. 50.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18229.1, 18230, 18234, 18235, 18237
 Opinions: *In re Nord* (1983) 8 FPPC Ops. 6
In re Baty (1979) 5 FPPC Ops. 10
In re Elmore (1978) 4 FPPC Ops. 8

§ 82035. Jurisdiction.

“Jurisdiction” means the state with respect to a state agency and, with respect to a local government agency, the region, county, city, district or other geographical area in which it has jurisdiction. Real property shall be deemed to be “within the jurisdiction” with respect to a local government agency if the property or any part of it is located within or not more than two miles outside the boundaries of the jurisdiction or within two miles of any land owned or used by the local government agency.

History: Amended by Stats. 1975, Ch. 499, effective September 5, 1975; amended by Stats. 1993, Ch. 769.

§ 82035.5. LAFCO Proposal.

“LAFCO proposal” means a proposal, as defined in Section 56069, including a proceeding, as defined by Section 56067.

History: Added by Stats. 2008, Ch. 192; amended by Stats. 2009, Ch. 113.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Section 18417

§ 82036. Late Contribution.

“Late contribution” means any of the following:

(a) A contribution, including a loan, that totals in the aggregate one thousand dollars (\$1,000) or more and is made to or received by a candidate, a controlled committee, or a committee formed or existing primarily to support or oppose a candidate or measure during the 90-day period preceding the date of the election, or on the date of the election, at which the candidate or measure is to be voted on. For purposes of the Board of Administration of the Public Employees’ Retirement System and the Teachers’ Retirement Board, “the date of the election” is the deadline to return ballots.

(b) A contribution, including a loan, that totals in the aggregate one thousand dollars (\$1,000) or more and is made to or received by a political party committee, as defined in Section 85205, within 90 days before the date of a state election or on the date of the election.

History: Amended by Stats. 1977, Ch. 344, effective August 20, 1977; repealed and reenacted as amended by Stats. 1980, Ch. 289; amended by Stats. 2004, Ch. 623, effective September 21, 2004; amended by Stats. 2005, Ch. 22; amended by Stats. 2010, Ch. 633; amended by Stats. 2012, Ch. 496; amended by Stats. 2015, Ch. 364, effective January 1, 2016.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18425, 18531.5

§ 82036.5. Late Independent Expenditure.

“Late independent expenditure” means an independent expenditure that totals in the aggregate one thousand dollars (\$1,000) or more and is made for or against a specific candidate or measure involved in an election during the 90-day period preceding the date of the election or on the date of the election. For purposes of the Board of Administration of the Public Employees’ Retirement System and the Teachers’ Retirement Board, “the date of the election” is the deadline to return ballots.

History: Added by Stats. 1980, Ch. 289; amended by Stats. 2010, Ch. 633; amended by Stats. 2012, Ch. 496; amended by Stats. 2015, Ch. 364, effective January 1, 2016.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18550

§ 82037. Legislative Action.

“Legislative action” means the drafting, introduction, consideration, modification, enactment, or defeat of any bill, resolution, amendment, report, nomination, or other matter by the Legislature or by either house or any committee, subcommittee, joint or select committee thereof, or by a Member or employee of the Legislature acting in that person’s official capacity. “Legislative action” also means the action of the Governor in approving or vetoing any bill.

History: Amended by Stats. 2021, Ch. 50.

References at the time of publication (see page 2):

Opinions: *In re Cohen* (1975) 1 FPPC Ops. 10

§ 82038. Legislative Official.

“Legislative official” means any employee or consultant of the Legislature whose duties are not solely secretarial, clerical or manual.

References at the time of publication (see page 2):

Opinions: *In re Morrissey* (1976) 2 FPPC Ops. 120

§ 82038.3. Lobbying Coalition.

(a) “Lobbying coalition” means a group of 10 or more persons formed primarily to influence legislative or administrative action, whose members make payments to the coalition for sharing the expenses of employing a lobbyist or contracting for the services of a lobbying firm.

(b) For purposes of Sections 86115 and 86116, a lobbying coalition shall file the same statements and reports as a lobbyist employer.

(c) A bona fide federation, confederation, or trade, labor, or membership organization is not a lobbying coalition if it is ongoing in nature and its membership services are not limited to influencing legislative or administrative action.

(d) A person making payments to a lobbying coalition does not qualify as a lobbying firm or lobbyist employer as a result of those payments.

History: Added by Stats. 2019, Ch. 312.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18616.4

§ 82038.5. Lobbying Firm.

(a) “Lobbying firm” means any business entity, including an individual contract lobbyist, which meets either of the following criteria:

(1) The business entity receives or becomes entitled to receive any compensation, other than reimbursement for reasonable travel expenses, for the purpose of influencing legislative or administrative action on behalf of any other person, and any partner, owner, officer, or employee of the business entity is a lobbyist.

(2) The business entity receives or becomes entitled to receive any compensation, other than reimbursement for reasonable travel expenses, to communicate directly with any elective state official, agency official, or legislative official for the purpose of influencing legislative or administrative action on behalf of any other person, if a substantial or regular portion of the activities for which the business entity receives compensation is for the purpose of influencing legislative or administrative action.

(b) No business entity is a lobbying firm by reason of activities described in Section 86300.

History: Added by Stats. 1985, Ch. 1183, effective September 29, 1985; amended by Stats. 1986, Ch. 905.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18238.5

§ 82039. Lobbyist.

(a) “Lobbyist” means either of the following:

(1) Any individual who receives two thousand dollars (\$2,000) or more in economic consideration in a calendar month, other than reimbursement for reasonable travel expenses, or whose principal duties as an employee are, to communicate directly or through that individual’s agents with any elective state official, agency official, or legislative official for the purpose of influencing legislative or administrative action.

(2) A placement agent, as defined in Section 82047.3.

(b) An individual is not a lobbyist by reason of activities described in Section 86300.

(c) For the purposes of subdivision (a), a proceeding before the Public Utilities Commission constitutes “administrative action” if it meets any of the definitions set forth in subdivision (b) or (c) of Section 82002. However, a communication made for the purpose of influencing this type of Public Utilities Commission proceeding is not within subdivision (a) if the communication is made at a public hearing, public workshop, or other public forum that is part of the proceeding, or if the communication is included in the official record of the proceeding.

History: Amended by Stats. 1975, Ch. 915, effective September 20, 1975, operative January 7, 1975; amended by Stats. 1984, Ch. 161; amended by Proposition 208 of the November 1996 Statewide General Election; amended by Stats. 2001, Ch. 921; amended by Stats. 2010, Ch. 668; amended by Stats. 2021, Ch. 50.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18239, 18601

Opinions: *In re Evans* (1978) 4 FPPC Ops. 54
In re Morrissey (1976) 2 FPPC Ops. 84
In re Leonard (1976) 2 FPPC Ops. 54
In re Zenz (1975) 1 FPPC Ops. 195

In re Hardie (1975) 1 FPPC Ops. 140
In re Stern (1975) 1 FPPC Ops. 59
In re McCarthy (1975) 1 FPPC Ops. 50
In re Carson (1975) 1 FPPC Ops. 46
In re California Labor Federation (1975) 1 FPPC Ops. 28
In re Cohen (1975) 1 FPPC Ops. 10

§ 82039.5. Lobbyist Employer.

“Lobbyist employer” means any person, other than a lobbying firm, who:

(a) Employs one or more lobbyists for economic consideration, other than reimbursement for reasonable travel expenses, for the purpose of influencing legislative or administrative action, or

(b) Contracts for the services of a lobbying firm for economic consideration, other than reimbursement for reasonable travel expense, for the purpose of influencing legislative or administrative action.

History: Added by Stats. 1985, Ch. 1183, Effective September 29, 1985.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18239.5

§ 82041. Local Government Agency.

“Local government agency” means a county, city or district of any kind including school district, or any other local or regional political subdivision, or any department, division, bureau, office, board, commission or other agency of the foregoing.

History: Amended by Stats. 1984, Ch. 727, effective July 1, 1985.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18754

Opinions: *In re Rotman* (1987) 10 FPPC Ops. 1
In re Leach (1978) 4 FPPC Ops. 48
In re Siegel (1977) 3 FPPC Ops. 62
In re Witt (1975) 1 FPPC Ops. 1

§ 82041.3. Made at the Behest of.

“Made at the behest of” means made under the control or at the direction of, in cooperation, consultation, coordination, or concert with, at the request or suggestion of, or with the express, prior consent of.

History: Added by Stats. 2017, Ch. 749.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18225.7, 18424, 18424.1, 18424.2

§ 82041.5. Mass Mailing.

“Mass mailing” means over two hundred substantially similar pieces of mail, but does not include a form letter or other mail which is sent in response to an unsolicited request, letter or other inquiry.

History: Amended by Proposition 73 on the June 1988 statewide primary ballot, effective June 8, 1988; amended by Stats. 1988, Ch. 1027.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18435, 18901.1

Opinions: *In re Welsh* (1978) 4 FPPC Ops. 78
In re Juvinall, Stull, Meyers, Republican Central Committee of Orange County, Tuteur (1976) 2 FPPC Ops. 110
In re Sobieski (1976) 2 FPPC Ops. 73

In re Valdez (1976) 2 FPPC Ops. 21

§ 82042. Mayor.

“Mayor” of a city includes mayor of a city and county.

§ 82043. Measure.

“Measure” means any constitutional amendment or other proposition which is submitted to a popular vote at an election by action of a legislative body, or which is submitted or is intended to be submitted to a popular vote at an election by initiative, referendum or recall procedure whether or not it qualifies for the ballot.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Section 18531.5

Opinions: *In re Fontana* (1976) 2 FPPC Ops. 25

§ 82044. Payment.

“Payment” means a payment, distribution, transfer, loan, advance, deposit, gift or other rendering of money, property, services or anything else of value, whether tangible or intangible.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18944, 18950.1

Opinions: *In re Johnson* (1989) 12 FPPC Ops. 1
In re Gutierrez (1977) 3 FPPC Ops. 44
In re McCormick (1976) 2 FPPC Ops. 42
In re Burciaga (1976) 2 FPPC Ops. 17
In re Cory (1975) 1 FPPC Ops. 137

§ 82045. Payment to Influence Legislative or Administrative Action.

“Payment to influence legislative or administrative action” means any of the following types of payment:

(a) Direct or indirect payment to a lobbyist whether for salary, fee, compensation for expenses, or any other purpose, by a person employing or contracting for the services of the lobbyist separately or jointly with other persons;

(b) Payment in support or assistance of a lobbyist or the lobbyist’s activities, including, but not limited to, the direct payment of expenses incurred at the request or suggestion of the lobbyist;

(c) Payment which directly or indirectly benefits any elective state official, legislative official, or agency official or a member of the immediate family of any such official;

(d) Payment, including compensation, payment, or reimbursement for the services, time, or expenses of an employee, for or in connection with direct communication with any elective state official, legislative official, or agency official;

(e) Payment for or in connection with soliciting or urging other persons to enter into direct communication with any elective state official, legislative official, or agency official.

History: Amended by Stats. 2021, Ch. 50.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Section 18229.1

Opinions: *In re Kovall* (1978) 4 FPPC Ops. 95
In re Nida (1977) 3 FPPC Ops. 1
In re Morrissey (1976) 2 FPPC Ops. 84
In re Naylor (1976) 2 FPPC Ops. 65

In re Leonard (1976) 2 FPPC Ops. 54
In re Gillies (1975) 1 FPPC Ops. 165
In re Morrissey (1975) 1 FPPC Ops. 130

§ 82046. Period Covered.

(a) "Period covered" by a statement or report required to be filed by this title, other than a campaign statement, means, unless a different period is specified, the period beginning with the day after the closing date of the most recent statement or report which was required to be filed, and ending with the closing date of the statement or report in question. If the person filing the statement or report has not previously filed a statement or report of the same type, the period covered begins on the day on which the first reportable transaction occurred. Nothing in this chapter shall be interpreted to exempt any person from disclosing transactions which occurred prior to the effective date of this title according to the laws then in effect.

(b) "Period covered" by a campaign statement required to be filed by this title means, unless a different period is specified, the period beginning the day after the closing date of the most recent campaign statement which was required to be filed and ending with the closing date of the statement in question. If a person has not previously filed a campaign statement, the period covered begins on January 1.

History: Amended by Stats. 1976, Ch. 1106; amended by Stats. 1980, Ch. 289.

References at the time of publication (see page 2):

Opinions: *In re Welsh* (1978) 4 FPPC Ops. 78
In re Juvinall, Stull, Meyers, Republican Central Committee of Orange County, Tuteur (1976) 2 FPPC Ops. 110
In re Sobieski (1976) 2 FPPC Ops. 73
In re Valdez (1976) 2 FPPC Ops. 21

§ 82047. Person.

"Person" means an individual, proprietorship, firm, partnership, joint venture, syndicate, business trust, company, corporation, limited liability company, association, committee, and any other organization or group of persons acting in concert.

History: Amended by Stats. 1994, Ch. 1010.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs., Sections 18432.5
Opinions: *In re Lumsdon* (1976) 2 FPPC Ops. 140
In re Witt (1975) 1 FPPC Ops. 1

§ 82047.3. Placement Agent.

(a) "Placement agent" means an individual directly or indirectly hired, engaged, or retained by, or serving for the benefit of or on behalf of, an external manager or an investment fund managed by an external manager, and who acts or has acted for compensation as a finder, solicitor, marketer, consultant, broker, or other intermediary in connection with the offer or sale to a state public retirement system in California or an investment vehicle either of the following:

(1) In the case of an external manager within the meaning of paragraph (1) of subdivision (a) of Section 82025.3, the investment management services of the external manager.

(2) In the case of an external manager within the meaning of paragraph (2) of subdivision (a) of Section 82025.3, an ownership interest in an investment fund managed by the external manager.

(b) Notwithstanding subdivision (a), an individual who is an employee, officer, director, equityholder, partner, member, or trustee of an external manager and who spends one-third or more of the individual's time, during a calendar year, managing the securities or assets owned, controlled, invested, or held by the external manager is not a placement agent.

(c) Notwithstanding subdivision (a), an employee, officer, or director of an external manager, or of an affiliate of an external manager, is not a placement agent with respect to an offer or sale of investment management services described in subdivision (a) if all of the following apply:

(1) The external manager is registered as an investment adviser or a broker-dealer with the Securities and Exchange Commission or, if exempt from or not subject to registration with the Securities and Exchange Commission, any appropriate state securities regulator.

(2) The external manager is participating in a competitive bidding process, such as a request for proposals, subject to subdivision (a) of Section 22364 of the Education Code or subdivision (a) of Section 20153 of this code, as applicable, or has been selected through that process, and is providing services pursuant to a contract executed as a result of that competitive bidding process.

(3) The external manager, if selected through a competitive bidding process described in paragraph (2), has agreed to a fiduciary standard of care, as defined by the standards of conduct applicable to the retirement board of a public pension or retirement system and set forth in Section 17 of Article XVI of the California Constitution, when managing a portfolio of assets of a state public retirement system in California.

(d) For purposes of this section, "investment fund" has the same meaning as set forth in Section 7513.8.

(e) For purposes of this section, "investment vehicle" means a corporation, partnership, limited partnership, limited liability company, association, or other entity, either domestic or foreign, managed by an external manager in which a state public retirement system in California is the majority investor and that is organized in order to invest with, or retain the investment management services of, other external managers.

History: Added by Stats. 2010, Ch. 668; amended by Stats. 2011, Ch. 704, effective October 9, 2011; amended by Stats. 2021, Ch. 50.

§ 82047.5. Primarily Formed Committee.

"Primarily formed committee" means a committee pursuant to subdivision (a) of Section 82013 which is formed or exists primarily to support or oppose any of the following:

(a) A single candidate.

(b) A single measure.

(c) A group of specific candidates being voted upon in the same city, county, or multicounty election.

(d) Two or more measures being voted upon in the same city, county, multicounty, or state election.

History: Added by Stats. 1985, Ch. 1456; amended by Stats. 1990, Ch. 626; amended by Stats. 1991, Ch. 191; amended by Stats. 1995, Ch. 295.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18247.5, 18421.8, 18521.5

§ 82047.6. Principal Officer.

(a) “Principal officer” means the individual primarily responsible for approving the political activities of a committee, including, but not limited to, the following activities:

(1) Authorizing the content of communications made by the committee.

(2) Authorizing expenditures, including contributions, on behalf of the committee.

(3) Determining the committee’s campaign strategy.

(b) If two or more individuals share the primary responsibility for approving the political activities of a committee, each individual is a principal officer.

History: Added by Stats. 2012, Ch. 496.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Section 18400, 18421.10

§ 82047.7. Proponent of a State Ballot Measure.

“Proponent of a state ballot measure” means “proponent” as defined in Section 9001 of the Elections Code.

History: Added by Stats. 1988, Ch. 704; amended by Stats. 1994, Ch. 923; renumbered by Stats. 2012, Ch. 496; amended by Stats. 2021, Ch. 317. (Formerly Section 82047.6.)

§ 82048. Public Official.

(a) “Public official” means every member, officer, employee, or consultant of a state or local government agency.

(b) Notwithstanding subdivision (a), “public official” does not include the following:

(1) A judge or court commissioner in the judicial branch of government.

(2) A member of the Board of Governors and designated employees of the State Bar of California.

(3) A member of the Judicial Council.

(4) A member of the Commission on Judicial Performance, provided that the member is subject to the provisions of Article 2.5 (commencing with Section 6035) of Chapter 4 of Division 3 of the Business and Professions Code as provided in Section 6038 of that article.

(5) A federal officer or employee serving in an official federal capacity on a state or local government agency.

History: Amended by Stats. 1984, Ch. 727, operative July 1, 1985; amended by Stats. 2004, Ch. 484; amended by Stats. 2021, Ch. 50.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18700.3, 18940.1

Opinions: *In re Rotman* (1987) 10 FPPC Ops. 1
In re Maloney (1977) 3 FPPC Ops. 69
In re Siegel (1977) 3 FPPC Ops. 62

§ 82048.3. Slate Mailer.

“Slate mailer” means a mass mailing which supports or opposes a total of four or more candidates or ballot measures.

History: Added by Stats. 1987, Ch. 905.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Section 18401.1

§ 82048.4. Slate Mailer Organization.

(a) “Slate mailer organization” means, except as provided in subdivision (b), any person who, directly or indirectly, does all of the following:

(1) Is involved in the production of one or more slate mailers and exercises control over the selection of the candidates and measures to be supported or opposed in the slate mailers.

(2) Receives or is promised payments totaling five hundred dollars (\$500) or more in a calendar year for the production of one or more slate mailers.

(b) Notwithstanding subdivision (a), a slate mailer organization shall not include any of the following:

(1) A candidate or officeholder or a candidate’s or officeholder’s controlled committee.

(2) An official committee of any political party.

(3) A legislative caucus committee.

(4) A committee primarily formed to support or oppose a candidate, officeholder, or ballot measure.

(c) The production and distribution of slate mailers by a slate mailer organization shall not be considered making contributions or expenditures for purposes of subdivision (b) or (c) of Section 82013. If a slate mailer organization makes contributions or expenditures other than by producing or distributing slate mailers, and it reports those contributions and expenditures pursuant to Sections 84218 and 84219, no additional campaign reports shall be required of the slate mailer organization pursuant to Section 84200 or 84200.5.

History: Added by Stats. 1987, Ch. 905; renumbered by Stats. 1988, Ch. 160.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Section 18401.1

§ 82048.5. Special District.

“Special district” means any agency of the state established for the local performance of governmental or proprietary functions within limited boundaries. “Special district” includes a county service area, a maintenance district or area, an improvement district or zone, an air pollution control district, or a redevelopment agency. “Special district” shall not include a city, county, city and county, or school district.

History: Added by Stats. 1994, Ch. 36.

§ 82048.7. Sponsored Committee.

(a) “Sponsored committee” means a committee, other than a candidate controlled committee, that has one or more sponsors. Any person, except a candidate or other individual, may sponsor a committee.

(b) A person sponsors a committee if any of the following apply:

(1) The committee receives 80 percent or more of its contributions from the person or its members, officers, employees, or shareholders.

(2) The person collects contributions for the committee by use of payroll deductions or dues from its members, officers, or employees.

(3) The person, alone or in combination with other organizations, provides all or nearly all of the administrative services for the committee.

(4) The person, alone or in combination with other organizations, sets the policies for soliciting contributions or making expenditures of committee funds.

(c) A sponsor that is a multipurpose organization, as defined in subdivision (a) of Section 84222, and that makes contributions or expenditures from its general treasury funds shall comply with Section 84222.

History: Added by Stats. 1985, Ch. 498; amended by Stats. 1988, Ch. 1155; amended by Stats. 1991, Ch. 130; amended by Stats. 2005, Ch. 200; amended by Stats. 2014, Ch. 16, effective July 1, 2014.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18419, 18421.1

§ 82048.8. Spouse.

“Spouse” includes registered domestic partners recognized by state law.

History: Added by Stats. 2019, Ch. 312.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18943

§ 82049. State Agency.

“State agency” means every state office, department, division, bureau, board and commission, and the Legislature.

History: Amended by Stats. 1984, Ch. 727, operative July 1, 1985.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Section 18249, 18754

§ 82050. State Candidate.

“State candidate” means a candidate who seeks nomination or election to any elective state office.

§ 82051. State Measure.

“State measure” means any measure which is submitted or is intended to be submitted to the voters of the state.

§ 82052. Statewide Candidate.

“Statewide candidate” means a candidate who seeks election to any statewide elective office.

§ 82052.5. Statewide Election.

“Statewide election” means an election for statewide elective office.

§ 82053. Statewide Elective Office.

“Statewide elective office” means the office of Governor, Lieutenant Governor, Attorney General, Insurance Commissioner, Controller, Secretary of State, Treasurer, Superintendent of Public Instruction and member of the State Board of Equalization.

History: Amended by Stats. 1991, Ch. 674; amended by Stats. 2000, Ch. 102 [Proposition 34 of the November Statewide General Election].

§ 82054. Statewide Petition.

“Statewide petition” means a petition to qualify a proposed state measure.

Chapter 3. Fair Political Practices

Commission.

§ 83100 – 83124

§ 83100.	Establishment; Membership.....	20
§ 83101.	Appointment by Governor.....	20
§ 83102.	Appointment by Attorney General, Secretary of State and Controller.	21
§ 83103.	Terms of Office.....	21
§ 83104.	Vacancies; Quorum.....	21
§ 83105.	Qualifications; Removal.	21
§ 83106.	Compensation; Expenses.	21
§ 83107.	Executive Officer; Staff; Staff Compensation.	21
§ 83108.	Delegation of Authority.	21
§ 83109.	Civil Service Classification.....	21
§ 83110.	Offices; Public Meetings.....	21
§ 83111.	Administration and Implementation of Title... ..	21
§ 83111.5.	Actions to Implement Title.	22
§ 83112.	Rules and Regulations.	22
§ 83113.	Additional Duties.....	22
§ 83114.	Requests For and Issuances of Opinions; Advice.....	22
§ 83115.	Investigations; Notice.	22
§ 83115.5.	Findings of Probable Cause; Requirements.	22
§ 83116.	Violation of Title.	23
§ 83116.3.	Administrative Law Judge; Rejection.	23
§ 83116.5.	Liability for Violations; Administrative.....	23
§ 83116.7.	Political Reform Education Program.	23
§ 83117.	Authority of Commission.	23
§ 83117.5.	Receipt of Gift.	24
§ 83118.	Subpoena Powers.....	24
§ 83119.	Self-Incrimination.....	24
§ 83120.	Judicial Review.....	24
§ 83121.	Judicial Advancement of Action.....	24
§ 83122.	Fair Political Practices Commission; Appropriation.....	24
§ 83123.5.	Enforcement of San Bernardino County Campaign Ordinance.	24
§ 83123.6.	Enforcement of Local Government Campaign and Ethics Ordinance.	25
§ 83124.	Cost of Living Adjustment.....	26

§ 83100. Establishment; Membership.

There is hereby established in state government the Fair Political Practices Commission. The Commission shall have five members, including the chair. No more than three members of the Commission shall be members of the same political party.

History: Amended by Stats. 2021, Ch. 50.

§ 83101. Appointment by Governor.

The chair and one additional member of the Commission shall be appointed by the Governor. The Governor's appointees shall not be members of the same political party.

History: Amended by Stats. 2021, Ch. 50.

§ 83102. Appointment by Attorney General, Secretary of State and Controller.

(a) The Attorney General, the Secretary of State, and the Controller shall each appoint one member of the Commission.

(b) If the Attorney General, the Secretary of State, and the Controller are all members of the same political party, the chair of the state central committee of any other political party with a registration of more than five hundred thousand may submit to the Controller a list of not less than five persons who are qualified and willing to be members of the Commission. The list shall be submitted not less than ten days after the effective date of this chapter for the Controller's initial appointment, and not later than January 2 immediately prior to any subsequent appointment by the Controller. If the Controller receives one or more lists pursuant to this section, the Controller's appointment shall be made from one of such lists.

History: Amended by Stats. 2021, Ch. 50.

§ 83103. Terms of Office.

Members and the chair of the Commission shall serve four-year terms beginning on February 1 and ending on January 31 or as soon thereafter as their successors are qualified, except that the initial appointees under Section 83102 shall serve six-year terms. A member or chair who has been appointed at the beginning of a term is not eligible for reappointment.

History: Amended by Stats. of 1987, Ch. 624; amended by Stats. 2021, Ch. 50.

§ 83104. Vacancies; Quorum.

Vacancies on the Commission shall be filled, within thirty days, by appointment of the same official who appointed the prior holder of the position. The provisions of Section 83102 (b) are not applicable to the filling of vacancies. Appointments to fill vacancies shall be for the unexpired term of the member or chair whom the appointee succeeds. A vacancy or vacancies shall not impair the right of the remaining members to exercise all of the powers of the board. Three members shall constitute a quorum.

History: Amended by Stats. 2021, Ch. 50.

§ 83105. Qualifications; Removal.

Each member of the commission shall be an elector. A member of the commission, during the member's tenure, shall not hold any other public office, serve as an officer of any political party or partisan organization, participate in or contribute to an election campaign, or employ or be employed as a lobbyist nor, during the member's term of appointment, seek election to any other public office. Members of the commission may be removed by the Governor, with concurrence of the Senate, for substantial neglect of duty, gross misconduct in office, inability to discharge the powers and duties of office or violation of this section, after written notice and opportunity for a reply.

History: Amended by Stats. 1986, Ch. 620; amended by Stats. 2021, Ch. 50.

§ 83106. Compensation; Expenses.

The chair of the Commission shall be compensated at the same rate as the president of the Public Utilities Commission. Each remaining member shall be compensated at the rate of one hundred dollars (\$100) for each day on which the member engages in official duties. The members and chair of the Commission shall be reimbursed for expenses incurred in performance of their official duties.

History: Amended by Stats. 2021, Ch. 50.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Section 18307

§ 83107. Executive Officer; Staff; Staff Compensation.

The Commission shall appoint an executive director who shall act in accordance with Commission policies and regulations and with applicable law. The Commission shall appoint and discharge officers, counsel and employees, consistent with applicable civil service laws, and shall fix the compensation of employees and prescribe their duties.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Section 18327

§ 83108. Delegation of Authority.

The Commission may delegate authority to the chair or the executive director to act in the name of the Commission between meetings of the Commission.

History: Amended by Stats. 2021, Ch. 50.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18319, 18361.9, 18363, 18751

§ 83109. Civil Service Classification.

For purposes of Section 19818.6, a nonclerical position under the Commission shall not be included in the same class in the civil service classification plan with any position of any other department or agency.

History: Amended by Stats. 2013, Ch. 654.

§ 83110. Offices; Public Meetings.

The principal office of the Commission shall be in Sacramento but it may establish offices, meet, and exercise its powers at any other place in the state. Meetings of the Commission shall be public except that the Commission may provide otherwise for discussions of personnel and litigation.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18310, 18310.1

§ 83111. Administration and Implementation of Title.

The Commission has primary responsibility for the impartial, effective administration and implementation of this title.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18200, 18310.1, 18361.10

§ 83111.5. Actions to Implement Title.

The commission shall take no action to implement this title that would abridge constitutional guarantees of freedom of speech, that would deny any person of life, liberty, or property without due process of law, or that would deny any person the equal protection of the laws.

History: Added by Stats. 1999, Ch. 225.

§ 83112. Rules and Regulations.

The Commission may adopt, amend and rescind rules and regulations to carry out the purposes and provisions of this title, and to govern procedures of the Commission. These rules and regulations shall be adopted in accordance with the Administrative Procedure Act (Government Code, Title 2, Division 3, Part 1, Chapter 4.5, Sections 11371 et seq.) and shall be consistent with this title and other applicable law.

History: Fair Political Practices Commission v. Office of Administrative Law and Linda Stockdale Brewer, Sacramento County Superior Court, Case No. 512795 (affirmed by Court of Appeal, Third District (April 27, 1992), Case No. C010924).

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18200, 18312, 18327, 18351, 18402, 18420, 18420.1, 18423, 18435, 18440, 18450.1, 18450.5, 18521.5, 18531.5, 18535, 18539.2

§ 83113. Additional Duties.

The commission shall, in addition to its other duties, do all of the following:

(a) Prescribe forms for reports, statements, notices and other documents required by this title.

(b) Prepare and publish manuals and instructions setting forth methods of bookkeeping and preservation of records to facilitate compliance with and enforcement of this title, and explaining the duties of persons and committees under this title.

(c) Provide assistance to agencies and public officials in administering the provisions of this title.

(d) Maintain a central file of local campaign contribution and expenditure ordinances forwarded to it by local government agencies.

(e) Annually publish a booklet not later than March 1 that sets forth the provisions of this title and includes other information the commission deems pertinent to the interpretation and enforcement of this title. The commission shall provide a reasonable number of copies of the booklet at no charge for the use of governmental agencies and subdivisions thereof that request copies of the booklet.

The commission may charge a fee, not to exceed the prorated cost of producing the booklet, for providing copies of the booklet to other persons and organizations.

History: Amended by Stats. 1979, Ch. 531; amended by Stats. 1999, Ch. 855.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18313, 18313.5, 18313.6

§ 83114. Requests For and Issuances of Opinions; Advice.

(a) Any person may request the commission to issue an opinion with respect to that person's duties under this title. The commission shall, within 14 days, either issue the opinion or advise the person who made the request whether an opinion will be issued. Any person who acts in good faith on an opinion issued to that person by the commission shall not be subject to criminal or civil penalties for so acting, provided that the material facts are as stated in the opinion request. The commission's opinions shall be public records and may from time to time be published.

(b) Any person may request the commission to provide written advice with respect to the person's duties under this title. Such advice shall be provided within 21 working days of the request, provided that the time may be extended for good cause. It shall be a complete defense in any enforcement proceeding initiated by the commission, and evidence of good faith conduct in any other civil or criminal proceeding, if the requester, at least 21 working days prior to the alleged violation, requested written advice from the commission in good faith, disclosed truthfully all the material facts, and committed the acts complained of either in reliance on the advice or because of the failure of the commission to provide advice within 21 days of the request or such later extended time.

History: Amended by Stats. 1976, Ch. 1080; amended by Stats. 2021, Ch. 50.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18320, 18321, 18322, 18324, 18326, 18329, 18329.5

§ 83115. Investigations; Notice.

Upon the sworn complaint of any person or on its own initiative, the commission shall investigate possible violations of this title relating to any agency, official, election, lobbyist or legislative or administrative action. Within 14 days after receipt of a complaint under this section, the commission shall notify in writing the person who made the complaint of the action, if any, the commission has taken or plans to take on the complaint, together with the reasons for such action or nonaction. If no decision has been made within 14 days, the person who made the complaint shall be notified of the reasons for the delay and shall subsequently receive notification as provided above.

History: Amended by Stats. 1985, Ch. 775.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18315, 18360, 18361, 18361.1, 18361.2, 18361.3, 18361.4, 18361.5, 18361.6, 18361.7, 18361.8, 18362

§ 83115.5. Findings of Probable Cause; Requirements.

A finding of probable cause to believe this title has been violated shall not be made by the commission unless, at least 21 days prior to the commission's consideration of the alleged violation, the person alleged to have violated this title is notified of the violation by service of process or registered mail with return receipt requested, provided with a summary

of the evidence, and informed of that person's right to be present in person and represented by counsel at any proceeding of the commission held for the purpose of considering whether probable cause exists for believing the person violated this title. Notice to the alleged violator shall be deemed made on the date of service, the date the registered mail receipt is signed, or, if the registered mail receipt is not signed, the date returned by the post office. A proceeding held for the purpose of considering probable cause shall be private unless the alleged violator files with the commission a written request that the proceeding be public.

History: Added by Stats. 1976, Ch. 1080; amended by Stats. 2021, Ch. 50.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18361, 18361.1, 18361.2, 18361.3, 18361.4, 18361.5, 18361.6, 18361.7, 18361.8, 18362

§ 83116. Violation of Title.

When the commission determines there is probable cause for believing this title has been violated, it may hold a hearing to determine if a violation has occurred. Notice shall be given and the hearing conducted in accordance with the Administrative Procedure Act (Chapter 5 (commencing with Section 11500), Part 1, Division 3, Title 2, Government Code). The commission shall have all the powers granted by that chapter. When the commission determines on the basis of the hearing that a violation has occurred, it shall issue an order that may require the violator to do all or any of the following:

- (a) Cease and desist violation of this title.
- (b) File any reports, statements, or other documents or information required by this title.
- (c) Pay a monetary penalty of up to five thousand dollars (\$5,000) per violation to the General Fund of the state. When the Commission determines that no violation has occurred, it shall publish a declaration so stating.

History: Amended by Proposition 208 of the November 1996 Statewide General Election; repealed and added by Stats. 2000, Ch. 102 [Proposition 34 of the November Statewide General Election].

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18316.5, 18316.6, 18318, 18360.2, 18361, 18361.1, 18361.2, 18361.3, 18361.4, 18361.5, 18361.6, 18361.7, 18361.8, 18361.9, 18361.10, 18361.11, 18362

§ 83116.3. Administrative Law Judge; Rejection.

Whenever the commission rejects the decision of an administrative law judge made pursuant to Section 11517, the commission shall state the reasons in writing for rejecting the decision.

History: Added by Stats. 1999, Ch. 297.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Section 18327

§ 83116.5. Liability for Violations; Administrative.

Any person who violates any provision of this title, who purposely or negligently causes any other person to violate any provision of this title, or who aids and abets any other

person in the violation of any provision of this title, shall be liable under the provisions of this chapter. However, this section shall apply only to persons who have filing or reporting obligations under this title, or who are compensated for services involving the planning, organizing, or directing any activity regulated or required by this title, and a violation of this section shall not constitute an additional violation under Chapter 11 (commencing with Section 91000).

History: Added by Stats. 1984, Ch. 670; amended by Proposition 208 of the November 1996 Statewide General Election; repealed and added by Stats. 2000, Ch. 102 [Proposition 34 of the November Statewide General Election].

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18316.5, 18316.6, 18402.2

§ 83116.7. Political Reform Education Program.

(a) As an alternative to an administrative proceeding under this chapter, the Commission may establish and administer a political reform education program for persons who violate this title subject to the limitations in this section and other limitations imposed by the Commission.

(b) (1) Requirements for eligibility in the political reform education program include, but are not limited to, all of the following:

(A) The person has little or no experience with the section of this title that the person violated.

(B) The underlying violation resulted in minimal or no public harm.

(C) The person has not been ordered to pay a penalty for the same type of violation in the previous five years.

(D) There is no evidence of an intent to violate this title or to conceal a violation of this title.

(2) The Commission may impose additional eligibility requirements for participation in the political reform education program.

(c)(1) If a person meets the requirements to participate in the political reform education program specified by the Commission and completes the program, the person shall not be subject to administrative, civil, or criminal penalties under this title for that same violation and it shall not be deemed a prior violation of this title in any subsequent proceeding against the person.

(2) If a person fails to complete the political reform education program specified by the Commission, the Commission may pursue an administrative action for that violation.

(d) To offset the costs to the state of the political reform education program, the Commission may charge a fee to a person who participates in the political reform education program that shall not exceed the reasonable cost to the Commission to administer the political reform education program. The fee shall be payable to the General Fund.

(e) It is the intent of the Legislature that funds be appropriated annually to the Commission to administer the political reform education program. This funding shall not supplant or offset funding appropriated to the Commission to discharge its other duties under the Political Reform Act of 1974. History: Added by Stats. 2023, Ch. 696, effective October 10, 2023.

§ 83117. Authority of Commission.

The Commission may:

- (a) Accept grants, contributions and appropriations;
- (b) Contract for any services which cannot satisfactorily be performed by its employees;

(c) Employ legal counsel. Upon request of the Commission, the Attorney General shall provide legal advice and representation without charge to the Commission.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18327

§ 83117.5. Receipt of Gift.

It shall be unlawful for a member of the commission to receive a gift of ten dollars (\$10) or more per month.

“Gift” as used in this section means a gift made directly or indirectly by a state candidate, an elected state officer, a legislative official, an agency official, or a lobbyist or by any person listed in Section 87200.

History: Added by Stats. 1975, Ch. 797, effective September 16, 1975.

§ 83118. Subpoena Powers.

The Commission may subpoena witnesses, compel their attendance and testimony, administer oaths and affirmations, take evidence and require by subpoena the production of any books, papers, records or other items material to the performance of the Commission’s duties or exercise of its powers.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Section 18363

§ 83119. Self-Incrimination.

The Commission may refuse to excuse any person from testifying, or from producing books, records, correspondence, documents, or other evidence in obedience to the subpoena of the Commission notwithstanding an objection that the testimony or evidence required of that person may tend to incriminate that person. An individual shall not be prosecuted in any manner or subjected to any penalty or forfeiture whatever for or on account of any transaction, act, matter, or thing concerning which that person is compelled, after having claimed that person’s privilege against self-incrimination, to testify or produce evidence, except that the individual so testifying shall not be exempt from prosecution and punishment for perjury committed in so testifying. Immunity shall not be granted to any witness under this section unless the Commission has notified the Attorney General of its intention to grant immunity to the witness at least thirty days in advance, or unless the Attorney General waives this requirement.

History: Amended by Stats. 2021, Ch. 50.

§ 83120. Judicial Review.

An interested person may seek judicial review of any action of the Commission.

§ 83121. Judicial Advancement of Action.

If judicial review is sought of any action of the Commission relating to a pending election, the matter shall be advanced on the docket of the court and put ahead of other actions. The court may, consistent with due process of law,

shorten deadlines and take other steps necessary to permit a timely decision.

§ 83122. Fair Political Practices Commission; Appropriation.

There is hereby appropriated from the General Fund of the state to the Fair Political Practices Commission the sum of five hundred thousand dollars (\$500,000) during the fiscal year of 1974-1975, and the sum of one million dollars (\$1,000,000), adjusted for cost-of-living changes, during each fiscal year thereafter, for expenditure to support the operations of the commission pursuant to this title. The expenditure of funds under this appropriation shall be subject to the normal administrative review given to other state appropriations. The Legislature shall appropriate such additional amounts to the commission and other agencies as may be necessary to carry out the provisions of this title.

The Department of Finance, in preparing the state budget and the Budget Bill submitted to the Legislature, shall include an item for the support of the Political Reform Act of 1974, which item shall indicate all of the following: (1) the amounts to be appropriated to other agencies to carry out their duties under this title, which amounts shall be in augmentation of the support items of such agencies; (2) the additional amounts required to be appropriated by the Legislature to the commission to carry out the purposes of this title, as provided for in this section; and (3) in parentheses, for informational purposes, the continuing appropriation during each fiscal year of one million dollars (\$1,000,000) adjusted for cost-of-living changes made to the commission by this section.

The definition of “expenditure” in Section 82025 is not applicable to this section.

History: Amended by Stats. 1976, Ch. 1075, effective September 21, 1976.

§ 83123.5. Enforcement of San Bernardino County Campaign Ordinance.

(a) Upon mutual agreement between the Commission and the Board of Supervisors of the County of San Bernardino, the Commission is authorized to assume primary responsibility for the impartial, effective administration, implementation, and enforcement of a local campaign finance reform ordinance passed by the Board of Supervisors of the County of San Bernardino. The Commission is authorized to be the civil prosecutor responsible for the civil enforcement of that local campaign finance reform ordinance in accordance with this title. As the civil prosecutor of the County of San Bernardino’s local campaign finance reform ordinance, the Commission may do both of the following:

(1) Investigate possible violations of the local campaign finance reform ordinance.

(2) Bring administrative actions in accordance with this title and Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2.

(b) Any local campaign finance reform ordinance of the County of San Bernardino enforced by the Commission pursuant to this section shall comply with this title.

(c) The Board of Supervisors of the County of San Bernardino shall consult with the Commission prior to adopting and amending any local campaign finance reform ordinance that is subsequently enforced by the Commission pursuant to this section.

(d)(1) The Board of Supervisors of the County of San Bernardino and the Commission may enter into any agreements necessary and appropriate to carry out the provisions of this section, including agreements pertaining to any necessary reimbursement of state costs with county funds for costs incurred by the Commission in administering, implementing, or enforcing a local campaign finance reform ordinance pursuant to this section.

(2) An agreement entered into pursuant to this subdivision shall not contain any form of a cancellation fee, a liquidated damages provision, or other financial disincentive to the exercise of the right to terminate the agreement pursuant to subdivision (e), except that the Commission may require the Board of Supervisors of the County of San Bernardino to pay the Commission for services rendered and any other expenditures reasonably made by the Commission in anticipation of services to be rendered pursuant to the agreement in the event that the Board of Supervisors of the County of San Bernardino terminates the agreement.

(e) The Board of Supervisors of the County of San Bernardino or the Commission may, at any time, by ordinance or resolution, terminate any agreement made pursuant to this section for the Commission to administer, implement, or enforce a local campaign finance reform ordinance or any provision thereof.

History: Added by Stats. 2012, Ch. 169; amended by Stats. 2016, Ch. 202; amended by Stats. 2019, Ch. 315.

§ 83123.6. Enforcement of Local Government Campaign and Ethics Ordinance.

(a)(1) Upon mutual agreement between the Commission and the governing body of a local government agency, the Commission may assume primary responsibility for the impartial, effective administration, implementation, and enforcement of a local campaign finance or government ethics law passed by the local government agency.

(2)(A) Upon approval of an agreement pursuant to paragraph (1), the Commission shall be the civil prosecutor responsible for the civil enforcement of the local campaign finance or government ethics law of the local government agency in accordance with this title.

(B) As the civil prosecutor, the Commission may do all of the following with respect to the local campaign finance or government ethics law:

- (i) Provide advice.
- (ii) Investigate possible violations.
- (iii) Bring administrative actions in accordance with this title and Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2.
- (iv) Bring civil actions.

(C) The Commission shall not be required to obtain authorization from the local government agency to bring an administrative or civil action pursuant to subparagraph (B).

(b) A local campaign finance or government ethics law of the local government agency enforced by the Commission pursuant to this section shall comply with this title.

(c) The governing body of the local government agency shall consult with the Commission before adopting and amending any local campaign finance or government ethics law that is subsequently enforced by the Commission pursuant to this section.

(d)(1) The governing body of the local government agency and the Commission shall enter into any agreements necessary and appropriate to carry out the provisions of paragraph (1) of subdivision (a), including agreements pertaining to any necessary local reimbursement of direct and indirect costs incurred by the Commission in administering, implementing, or enforcing a local campaign finance or government ethics law pursuant to this section. Before approving an agreement for local reimbursement, the Commission shall submit the proposed agreement to the Department of General Services for review. The Commission may approve the agreement 90 days after submitting it to the Department of General Services or after receiving the department's written review of the agreement, whichever occurs first. The Commission shall submit an approved agreement, along with any review received, to the Department of Finance.

(2) An agreement entered into pursuant to this subdivision shall not contain a cancellation fee, a liquidated damages provision, or other financial disincentive to terminate the agreement pursuant to subdivision (e), except that, if the local government agency terminates the agreement, the Commission may require the governing body of the local government agency to pay the Commission for services rendered and any other expenditures reasonably made by the Commission in anticipation of services to be rendered pursuant to the agreement.

(e) The governing body of the local government agency or the Commission may, at any time, by ordinance or resolution, terminate an agreement made pursuant to this section for the Commission to administer, implement, or enforce a local campaign finance ordinance or any provision thereof. The termination shall be effective 90 days after the enactment of the ordinance or resolution unless an agreement between the local government and the Commission requires a longer period.

(f) The Commission shall conspicuously post on its Internet Web site a list of every local government agency that it has entered into agreement with pursuant to this section.

(g) An agreement for the enforcement of a local campaign finance or government ethics law between the Commission and the City of Stockton, or the City of Sacramento that was in effect on December 31, 2018, shall be deemed to comply with this section.

(h) If an agreement is entered into pursuant to this section, the Commission shall report to the Legislature regarding the performance of that agreement on or before January 1, 2025, and shall submit that report in compliance with Section 9795. The Commission shall develop the report in consultation with the governing body of the local government

agency. The report shall include, but not be limited to, all of the following:

- (1) The status of the agreement.
- (2) The estimated annual cost savings, if any, for the local government agency.
- (3) A summary of relevant annual performance metrics, including measures of use, enforcement, and customer satisfaction.
- (4) Public comments submitted to the Commission or the local government agency relative to the operation of the agreement.

- (5) Legislative recommendations.

(i) This section does not apply to a jurisdiction with a population of 3,000,000 or more or to the County of San Bernardino.

(j) This section shall remain in effect only until January 1, 2026, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2026, deletes or extends that date.

History: Added by Stats. 2015, Ch. 186, effective January 1, 2016; repealed and added by Stats. 2018, Ch. 394.

§ 83124. Cost of Living Adjustment.

The commission shall adjust the contribution limitations and voluntary expenditure limitations provisions in Sections 85301, 85302, 85303, and 85400 in January of every odd-numbered year to reflect any increase or decrease in the Consumer Price Index. Those adjustments shall be rounded to the nearest one hundred dollars (\$100) for limitations on contributions and one thousand dollars (\$1,000) for limitations on expenditures.

History: Added by Proposition 208 of the November 1996 Statewide General Election; repealed and added by Stats. 2000, Ch. 102 [Proposition 34 of the November Statewide General Election].

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18544, 18545, 18531.10

Chapter 4. Campaign Disclosure.

§ 84100 – 84511

Article 1. Organization of Committees. § 84100 – 84109 ..	26
Article 2. Filing of Campaign Statements. § 84200 – 84225	30
Article 2.5. Campaign Reporting Requirements LAFCO Proposals. § 84250 – 84252	45
Article 3. Prohibitions. § 84300 – 84310	45
Article 4. Exemptions. § 84400	50
Article 5. Advertisements. § 84501 – 84511	51

Article 1. Organization of Committees.

§ 84100 – 84109

§ 84100. Treasurer.	26
§ 84101. Statement of Organization; Filing.*	26
§ 84101.5. Annual Fees.*	27
§ 84102. Statement of Organization; Contents.*	27
§ 84103. Statement of Organization; Amendment.*	28
§ 84104. Recordkeeping.	28

§ 84105. Notification to Contributors.	28
§ 84106. Sponsored Committee; Identification.	29
§ 84107. Ballot Measure Committee; Identification.	29
§ 84108. Slate Mailer Organization; Statement of Organization.*	29
§ 84109. Limited Liability Company; Member Disclosure.	29

§ 84100. Treasurer.

Every recipient committee, as defined by subdivision (a) of Section 82013, shall have a treasurer. An expenditure shall not be made by or on behalf of a committee without the authorization of the treasurer or the treasurer's designated agents. A contribution or expenditure shall not be accepted or made by or on behalf of a committee when the office of treasurer is vacant.

(b) A recipient committee, as defined by subdivision (a) of Section 82013, may designate one assistant treasurer on the committee's statement of organization. The assistant treasurer may sign and verify a campaign statement on behalf of the committee if the assistant uses reasonable diligence to prepare and review the statement and signs to that effect under penalty of perjury as required by Section 81004.

History: Repealed and reenacted as amended by Stats. 1979, Ch. 779, amended by Stats. 2019, Ch. 312.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18316.6, 18400, 18401, 18426.1, 18427

Opinions: *In re Augustine* (1975) 1 FPPC Ops. 69

§ 84101. Statement of Organization; Filing.*

(a) A committee that is a committee by virtue of subdivision (a) of Section 82013 shall file a statement of organization. The committee shall file the original of the statement of organization with the Secretary of State and shall also file a copy of the statement of organization with the local filing officer, if any, with whom the committee is required to file the originals of its campaign reports pursuant to Section 84215. The original and copy of the statement of organization shall be filed within 10 days after the committee has qualified as a committee. The Secretary of State shall assign a number to each committee that files a statement of organization and shall notify the committee of the number. The Secretary of State shall send a copy of statements filed pursuant to this section to the county elections official of each county that the Secretary of State deems appropriate. A county elections official who receives a copy of a statement of organization from the Secretary of State pursuant to this section shall send a copy of the statement to the clerk of each city in the county that the county elections official deems appropriate.

(b) In addition to filing the statement of organization as required by subdivision (a), if a committee qualifies as a committee under subdivision (a) of Section 82013 before the date of an election in connection with which the committee is required to file preelection statements, but after the closing date of the last campaign statement required to be filed before the election pursuant to Section 84200.8 or 84200.9, the committee shall file, by facsimile transmission, online

transmission, guaranteed overnight delivery, or personal delivery within 24 hours of qualifying as a committee, the information required to be reported in the statement of organization. The information required by this subdivision shall be filed with the filing officer with whom the committee is required to file the originals of its campaign reports pursuant to Section 84215.

(c) If an independent expenditure committee qualifies as a committee pursuant to subdivision (a) of Section 82013 during the time period described in Section 82036.5 and makes independent expenditures of one thousand dollars (\$1,000) or more to support or oppose a candidate or candidates for office, the committee shall file, by facsimile transmission, online transmission, guaranteed overnight delivery, or personal delivery within 24 hours of qualifying as a committee, the information required to be reported in the statement of organization. The information required by this section shall be filed with the filing officer with whom the committee is required to file the original of its campaign reports pursuant to Section 84215, and shall be filed at all locations required for the candidate or candidates supported or opposed by the independent expenditures. The filings required by this section are in addition to filings that may be required by Section 84204.

(d) For purposes of this section, in calculating whether two thousand dollars (\$2,000) in contributions has been received, payments for a filing fee or for a statement of qualifications to appear in a sample ballot shall not be included if these payments have been made from the candidate's personal funds.

History: Amended by Stats. 1978, Ch. 551; amended by Stats. 1979, Ch. 531; amended by Stats. 1986, Ch. 544; amended by Stats. 1992, Ch. 405; amended by Stats. 2001, Ch. 901; amended by Stats. 2004, Ch. 478, effective September 10, 2004; amended by Stats. 2010, Ch. 633; amended by Stats. 2015, Ch. 364, effective January 1, 2016; amended by Stats. 2021, Ch. 50.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18402.1, 18404, 18410, 18421.8, 18503, 18520, 18521

*Section 84101 was amended by SB 1239 (Stats. 2018, Ch. 662) with a delayed operation date conditioned upon the Secretary of State certifying an online filing and disclosure system under 84602 (b)(7). For more information, please refer to Appendix V.

§ 84101.5. Annual Fees.*

(a) Notwithstanding Section 81006, the Secretary of State shall charge each committee that is required to file a statement of organization pursuant to subdivision (a) of Section 84101 an annual fee of fifty dollars (\$50) until the committee is terminated pursuant to Section 84214.

(b)(1) A committee subject to the annual fee pursuant to subdivision (a) shall pay the fee no later than 15 days after filing its statement of organization and no later than January 15 of each year thereafter, except as provided in paragraph (2).

(2) A committee that is created, and pays the initial fee pursuant to paragraph (1), in October, November, or December of a calendar year is not subject to the annual fee for the following calendar year.

(c)(1) A committee that fails to timely pay the annual fee required by this section is subject to an administrative penalty of one hundred fifty dollars (\$150).

(2) The Secretary of State shall enforce the requirements of this section.

History: Added by Stats. 2012, Ch. 506; amended by Stats. 2021, Ch. 317.

*Section 84101.5 was amended by SB 1239 (Stats. 2018, Ch. 662) with a delayed operation date conditioned upon the Secretary of State certifying an online filing and disclosure system under 84602 (b)(7). For more information, please refer to Appendix V.

§ 84102. Statement of Organization; Contents.*

The statement of organization required by Section 84101 shall include all of the following:

(a) The name, street address, email address, and telephone number, if any, of the committee. In the case of a sponsored committee, the name of the committee shall include the name of its sponsor. If a committee has more than one sponsor, and the sponsors are members of an industry or other identifiable group, a term identifying that industry or group shall be included in the name of the committee.

(b) In the case of a sponsored committee, the name, street address, and telephone number of each sponsor.

(c) The full name, street address, email address, and telephone number of the treasurer and any other principal officers.

(1) A committee with more than one principal officer shall identify its principal officers as follows:

(A) A committee with three or fewer principal officers shall identify all principal officers.

(B) A committee with more than three principal officers shall identify no fewer than three principal officers.

(2) If no individual other than the treasurer is a principal officer, the treasurer shall be identified as both the treasurer and the principal officer.

(d) (1) An acknowledgment by any person identified as a treasurer or assistant treasurer on the statement of organization of the following:

(A) By serving as treasurer or assistant treasurer, the person must comply with all applicable duties stated in this title and the regulations of the Commission.

(B) A violation of these duties could result in criminal, civil, or administrative penalties.

(2) A failure to complete the acknowledgment pursuant to paragraph (1) is not a violation of this title. However, the Secretary of State shall not accept a statement of organization unless the acknowledgment has been completed.

(3) This subdivision shall not become operative until the Secretary of State certifies an online filing and disclosure system pursuant to paragraph (7) of subdivision (b) of Section 84602.

(e) The full name and office sought by a candidate, and the title and ballot number, if any, of any measure, that the committee supports or opposes as its primary activity. A committee that does not support or oppose one or more candidates or ballot measures as its primary activity shall provide a brief description of its political activities, including whether it supports or opposes candidates or measures and

whether such candidates or measures have common characteristics, such as a political party preference.

(f) A statement whether the committee is independent or controlled and, if it is controlled, the name of each candidate or state measure proponent by which it is controlled, or the name of any controlled committee with which it acts jointly. If a committee is controlled by a candidate for partisan or voter-nominated office, the controlled committee shall indicate the political party, if any, for which the candidate has disclosed a preference.

(g) For a committee that is a committee by virtue of subdivision (a) or (b) of Section 82013, the name and address of the financial institution in which the committee has established an account and the account number.

(h) Other information as shall be required by the rules or regulations of the Commission consistent with the purposes and provisions of this chapter.

History: Amended by Stats. 1977, Ch. 1095; amended by Stats. 1985, Ch. 498; amended by Stats. 1986, Ch. 546; amended by Stats. 1990, Ch. 655; amended by Stats. 1992, Ch. 223; amended by Stats. 2000, Ch. 853; amended by Stats. 2012, Ch. 496; amended by Stats. 2013, Ch. 654; amended by Stats. 2019, Ch. 313.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18402, 18402.1, 18404.1, 18410, 18419, 18421.8, 18430, 18503, 18521.5

Opinions: *In re Petris* (1975) 1 FPPC Ops. 20

*Section 84102 was amended by AB 909 (Stats. 2019, Ch. 313); subdivision (d) is not operative until the Secretary of State certifies an online filing and disclosure system under Section 84602 (b)(7). For more information, please refer to Appendix V.

§ 84103. Statement of Organization; Amendment.*

(a) If there is a change in any of the information contained in a statement of organization, an amendment shall be filed within 10 days to reflect the change. The committee shall file the original of the amendment online or electronically with the Secretary of State and shall also file a copy of the amendment with the local filing officer, if any, with whom the committee is required to file the originals of its campaign reports pursuant to Section 84215.

(b) In addition to filing an amendment to a statement of organization as required by subdivision (a), a committee as defined in subdivision (a) of Section 82013 shall file an amendment to its statement of organization within 24 hours if the change requiring the amendment occurs within 16 days before the date of the election in connection with which the committee is required to file a preelection statement, and if any of the following information is changed:

- (1) The name of the committee.
- (2) The name of the treasurer or other principal officers.
- (3) The name of any candidate or committee by which the committee is controlled or with which it acts jointly.

The amendment shall include the changed information, the date of the change, and the committee's name and identification number.

The committee shall file the original of the amendment online or electronically with the Secretary of State and a copy with the local filing officer, if any, with whom the committee is required to file the original of its campaign reports,

by email, fax, online transmission, guaranteed overnight delivery, or personal delivery.

(c)(1) If an amendment to a statement of organization identifies a new treasurer or assistant treasurer that person shall complete the acknowledgment required by subdivision (d) of Section 84102.

(2) A failure to complete the acknowledgment pursuant to paragraph (1) is not a violation of this title. However, the Secretary of State shall not accept an amendment to a statement of organization that identifies a new treasurer or assistant treasurer unless the acknowledgment has been completed.

(3) This subdivision shall not become operative until the Secretary of State certifies an online filing and disclosure system pursuant to paragraph (7) of subdivision (b) of Section 84602.

History: Amended by Stats. 1986, Ch. 544; amended by Stats. 1987, Ch. 479; amended by Stats. 2000, Ch. 853; amended by Stats. 2004, Ch. 478, effective September 10, 2004; amended by Stats. 2015, Ch. 364, effective January 1, 2016; amended by Stats. 2019, Ch. 313.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18402.1, 18404.1, 18410, 18503, 18521.5

*Section 84103 was amended by SB 1239 (Stats. 2018, Ch. 662) and AB 909 (Stats. 2019, Ch. 313); subdivision (c) is not operative until the Secretary of State certifies an online filing and disclosure system under Section 84602 (b)(7). For more information, please refer to Appendix V.

§ 84104. Recordkeeping.

It shall be the duty of each candidate, treasurer, principal officer, and elected officer to maintain detailed accounts, records, bills, and receipts necessary to prepare campaign statements, to establish that campaign statements were properly filed, and to otherwise comply with the provisions of this chapter. The detailed accounts, records, bills, and receipts shall be retained by the filer for a period specified by the Commission. However, the Commission shall not require retention of records for a period longer than the statute of limitations specified in Section 91000.5 or two years after the adoption of an audit report pursuant to Chapter 10 (commencing with Section 90000), whichever is less.

History: Added by Stats. 1979, Ch. 779; amended by Stats. 2004, Ch. 483; amended by Stats. 2012, Ch. 496.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18360.1, 18360.3, 18401, 18421.31, 18422.1, 18426.1, 18531.62

§ 84105. Notification to Contributors.

(a) A candidate or committee that receives contributions totaling five thousand dollars (\$5,000) or more from a person in a calendar year shall inform that contributor within two weeks of receipt that the contributor may be required to file campaign reports. The notice shall include a reference to the filing requirements for multipurpose organizations under Section 84222.

(b) A candidate or committee that receives a contribution of ten thousand dollars (\$10,000) or more from a person during a period in which late-contribution reports are re-

quired to be filed under Section 84203 shall provide the information in subdivision (a) of that section to the contributor within one week.

(c) The notifications required by this section need not be sent to a contributor who has an identification number assigned by the Secretary of State issued under Section 84101.

History: Added by Stats. 1984, Ch. 670; amended by Stats. 2014, Ch. 16, effective July 1, 2014; amended by Stats. 2019, Ch. 312.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18427.1

§ 84106. Sponsored Committee; Identification.

(a) Whenever identification of a sponsored committee is required by this title, the identification shall include the full name of the committee as required in its statement of organization.

(b) A sponsored committee shall use only one name in its statement of organization.

History: Added by Stats. 1985, Ch. 498; amended by Stats. 1986, Ch. 546; amended by Stats. 2004, Ch. 484.

§ 84107. Ballot Measure Committee; Identification.

Within 30 days of the designation of the numerical order of propositions appearing on the ballot, any committee which is primarily formed to support or oppose a ballot measure, shall, if supporting the measure, include the statement, "a committee for Proposition ____," or, if opposing the measure, include the statement, "a committee against Proposition ____," in any reference to the committee required by law.

History: Added by Stats. 1985, Ch. 498; amended by Stats. 2000, Ch. 853.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18521.5, 18531.5

§ 84108. Slate Mailer Organization; Statement of Organization.*

(a) Every slate mailer organization shall comply with the requirements of Sections 84100, 84101, 84103, and 84104.

(b) The statement of organization of a slate mailer organization shall include:

(1) The name, street address, and telephone number of the organization. In the case of an individual or business entity that qualifies as a slate mailer organization, the name of the slate mailer organization shall include the name by which the individual or entity is identified for legal purposes. Whenever identification of a slate mailer organization is required by this title, the identification shall include the full name of the slate mailer organization as contained in its statement of organization.

(2) The full name, street address, and telephone number of the treasurer and other principal officers.

(3) The full name, street address, and telephone number of each person with final decisionmaking authority as to which candidates or measures will be supported or opposed in the organization's slate mailers.

(c) The statement of organization shall be filed with the Secretary of State within 10 days after the slate mailer

organization receives or is promised five hundred dollars (\$500) or more for producing one or more slate mailers. However, if an entity qualifies as a slate mailer organization before the date of an election in which it is required to file preelection statements, but after the closing date of the last campaign statement required to be filed before the election pursuant to Section 84218, the slate mailer organization shall file with the Secretary of State, by facsimile transmission, guaranteed overnight delivery, or personal delivery within 24 hours of qualifying as a slate mailer organization, the information required to be reported in the statement of organization.

History: Added by Stats. 1987, Ch. 905; amended by Stats. 1996, Ch. 892; amended by Stats. 2004, Ch. 478, effective September 10, 2004.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18402.1

*Section 84108 was amended by SB 1239 (Stats. 2018, Ch. 662) with a delayed operation date conditioned upon the Secretary of State certifying an online filing and disclosure system under 84602 (b)(7). For more information, please refer to Appendix V.

§ 84109. Limited Liability Company; Member Disclosure.

(a) A limited liability company that qualifies as a committee pursuant to Section 82013, or qualifies as a sponsor of a committee pursuant to Section 82048.7, shall file a statement of members with the Secretary of State.

(b) The statement of members shall include a list of all persons who either:

(1) Have a membership interest in the limited liability company equal to or greater than 10 percent of the total outstanding membership interests.

(2) Made a cumulative capital contribution of ten thousand dollars (\$10,000) or more to the limited liability company after it qualified as a committee or sponsor of a committee, or within the preceding 12 months before it qualified.

(c) The statement of members shall include all of the following:

(1) The name of the limited liability company and the contact information for its responsible officer or principal officer.

(2) The name of each member required to be identified by subdivision (b).

(3) The dollar amount of the cumulative capital contributions made by each member identified in the statement of members.

(4) The date of each capital contribution made by a member identified pursuant to paragraph (2) of subdivision (b).

(5) The percentage ownership interest in the limited liability company of each member identified in the statement of members.

(d)(1)(A) Except as provided in subparagraph (B), a statement of members is due within 10 days of the limited liability company qualifying as a committee or sponsor of a committee.

(B) A statement of members is due within 24 hours of the limited liability company qualifying as a committee or

sponsor of a committee if the limited liability company qualifies within 30 days of an election and the limited liability company has made a contribution to, or an independent expenditure supporting or opposing, a candidate or ballot measure on the ballot in that election, or made a contribution to a committee that made a contribution to, or an independent expenditure supporting or opposing, a candidate or ballot measure on the ballot in that election.

(2)(A) A limited liability company required to file a statement of members under subdivision (a) shall file an amended statement if it receives a capital contribution of ten thousand dollars (\$10,000) or more after qualifying as a committee or sponsor of a committee.

(B)(i) Except as provided in clause (ii), a limited liability company required to file an amended statement of members shall file the amended statement within 10 days of receiving the additional capital contribution.

(ii) A limited liability company required to file an amended statement of members shall file the amended statement within 24 hours of receiving the additional capital contribution if the limited liability company receives the contribution within 90 days of an election and the limited liability company has made a contribution to, or independent expenditure supporting or opposing, a candidate or ballot measure on the ballot in that election.

(C) A capital contribution or other payment made to a limited liability company that qualified as a committee or sponsor of a committee that is earmarked, in whole or in part, for political purposes shall be deemed a contribution to the committee.

(e) If a member listed on a statement of members is a limited liability company, the statement shall list all members of that limited liability company who would be listed on a statement of members pursuant to subdivision (b) if the member limited liability company qualified as a committee or sponsor of a committee.

(f) Contributions from a member of a limited liability company identified in a statement of members shall be aggregated with contributions from the limited liability company pursuant to Section 82015.5.

(g)(1) A statement of members shall be filed by email with the Secretary of State and shall be signed by using a secure electronic signature. The Secretary of State shall post all statements received pursuant to this subdivision on its internet website within five business days, or if the Secretary of State receives the statement during the 16 days before the election, within 48 hours.

(2) This subdivision shall become inoperative on the date the Secretary of State makes the statement of members available for filing using the Secretary of State's online filing and disclosure system described in Section 84602.

(h)(1) No later than one year after the Secretary of State certifies the online filing and disclosure system pursuant to paragraph (7) of subdivision (b) of Section 84602, the Secretary of State shall make the statement of members available for filing using that online filing and disclosure system.

(2)(A) A statement of members shall be filed online or electronically with the Secretary of State. The Secretary of State shall make a statement of members filed pursuant to

this subdivision available to the public in the online filing and disclosure system described in Section 84602.

(B) This paragraph shall become operative on the date the Secretary of State makes the statement of members available for filing using the Secretary of State's online filing and disclosure system described in Section 84602.

(i) For purposes of this section, the following terms have the following meanings:

(1) "Capital contribution" means money, or the fair market value of any other property, contributed to a limited liability company in exchange for a membership interest in the limited liability company.

(2) "Limited liability company" means an entity defined in subdivision (j) or (k) of Section 17701.02 of the Corporations Code.

(3) "Member" has the same meaning as defined in subdivision (p) of Section 17701.02 of the Corporations Code.

History: Added by Stats. 2021, Ch. 321, effective January 1, 2022.

Article 2. Filing of Campaign Statements. **§ 84200 – 84226**

§ 84200.	Semi-Annual Statements.....	31
§ 84200.5.	Preelection Statements.....	31
§ 84200.8.	Timing for Filing Preelection Statements.*	32
§ 84200.9.	Time for Filing Preelection Statements for Candidates for the Board of Administration of the Public Employees' Retirement System and Teachers' Retirement Board.	32
§ 84202.3.	Campaign Statements; Ballot Measure Committees.	32
§ 84202.7.	Time for Filing by Committees of Odd-Numbered Year Reports.	32
§ 84203.	Late Contribution; Reports.*	33
§ 84203.3.	Late In-Kind Contributions.....	33
§ 84204.	Late Independent Expenditures; Reports.*	33
§ 84204.5.	Ballot Measure Contributions and Expenditures; Reports.*	34
§ 84205.	Combination of Statements.....	35
§ 84206.	Candidates Who Receive or Spend Less Than \$2,000.	35
§ 84207.	County Central Committee Candidates Who Receive or Spend Less Than \$2,000.	35
§ 84209.	Consolidated Statements.....	35
§ 84211.	Contents of Campaign Statement.*	35
§ 84212.	Forms; Loans.	37
§ 84213.	Verification.*	37
§ 84214.	Termination.....	38
§ 84215.	Campaign Statements; Where to File.*	38
§ 84216.	Loans.	38
§ 84216.5.	Loans Made by a Candidate or Committee.	39
§ 84217.	Federal Office Candidates; Places Filed.*	39
§ 84218.	Slate Mailer Organization; Campaign Statements.....	39
§ 84219.	Slate Mailer Organization; Semi-Annual Statements; Contents.*	39
§ 84220.	Slate Mailer Organization; Late Payments.....	40
§ 84221.	Slate Mailer Organization; Termination.	40
§ 84222.	Multipurpose Organizations.....	40
§ 84222.5.	Publicly Funded Nonprofit Organizations.	42
§ 84223.	Top Ten Contributor Lists.*	43
§ 84224.	Behested Payment Disclosure.*	44

§ 84225.	Public Employees' Retirement Board and Teachers' Retirement Board Candidates.....	44
§ 84226.	Electronic Filing for Elected Local Government Officers and Candidates for Elective Local Government Office.	44

§ 84200. Semi-Annual Statements.

(a) Except as provided in paragraphs (1), (2), and (3), elected officers, candidates, and committees pursuant to subdivision (a) of Section 82013 shall file semiannual statements each year no later than July 31 for the period ending June 30, and no later than January 31 for the period ending December 31.

(1) A candidate who, during the past six months has filed a declaration pursuant to Section 84206 shall not be required to file a semiannual statement for that six-month period.

(2) Elected officers whose salaries are less than two hundred dollars (\$200) a month, judges, judicial candidates, and their controlled committees shall not file semiannual statements pursuant to this subdivision for any six-month period in which they have not made or received any contributions or made any expenditures.

(3) A judge who is not listed on the ballot for reelection to, or recall from, any elective office during a calendar year shall not file semiannual statements pursuant to this subdivision for any six-month period in that year if both of the following apply:

(A) The judge has not received any contributions.

(B) The only expenditures made by the judge during the calendar year are contributions from the judge's personal funds to other candidates or committees totaling less than one thousand dollars (\$1,000).

(b) All committees pursuant to subdivision (b) or (c) of Section 82013 shall file campaign statements each year no later than July 31 for the period ending June 30, and no later than January 31 for the period ending December 31, if they have made contributions or independent expenditures, including payments to a slate mailer organization, during the six-month period before the closing date of the statements.

History: Amended by Stats. 1977, Ch. 1193; repealed and reenacted as amended by Stats. 1980, Ch. 289. (Formerly titled "Time for Filing Campaign Statements in Connection with Elections Held at Times Other Than the State Direct Primary or the State General Election.") Amended by Stats. 1981, Ch. 78; amended by Stats. 1982, Ch. 1069; amended by Stats. 1983, Ch. 898; amended by Stats. 1984, Ch. 1368; repealed and reenacted as amended by Stats. 1985, Ch. 1456; amended by Stats. 1988, Ch. 708; amended by Stats. 1990, Ch. 581; amended by Stats. 1994, Ch. 1129; amended by Stats. 2000, Ch. 130.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18405, 18420, 18426

Opinions: *In re Lui* (1987) 10 FPPC Ops. 10
In re Sampson (1975) 1 FPPC Ops. 183
In re Kelly, Masini (1975) 1 FPPC Ops. 162
In re Goodwin (1975) 1 FPPC Ops. 24

§ 84200.5. Preelection Statements.

(a) In addition to the semiannual campaign statements required by Section 84200, the following elected officers, candidates, and committees shall file preelection statements under Section 84200.8:

(1) All candidates appearing on the ballot at the next election, their controlled committees, and committees primarily formed to support or oppose an elected officer, candidate, or measure appearing on the ballot for the next election.

(2) All elected state officers and candidates for elective state office who are not appearing on the ballot at the next state primary or general election, and who, during the preelection reporting periods covered by Section 84200.8, make contributions or independent expenditures totaling five hundred dollars (\$500) or more to a state or county general purpose committee, or to support or oppose a candidate or measure appearing on the ballot at the next state primary or general election.

(3) A state or county general purpose committee formed pursuant to subdivision (a) of Section 82013, other than a political party committee as defined in Section 85205, that, during the preelection reporting periods covered by Section 84200.8, makes contributions or independent expenditures totaling five hundred dollars (\$500) or more to a state or county general purpose committee, or to support or oppose a candidate or measure appearing on the ballot at the next state primary or general election. However, a state or county general purpose committee formed pursuant to subdivision (b) or (c) of Section 82013 is not required to file the preelection statements specified in Section 84200.8.

(4) A political party committee as defined in Section 85205 that, during the preelection reporting periods covered by Section 84200.8, receives contributions totaling one thousand dollars (\$1,000) or more, or makes contributions or independent expenditures totaling five hundred dollars (\$500) or more, to a state or county general purpose committee, or to support or oppose a candidate or measure appearing on the ballot at a state election.

(5) A city general purpose committee formed pursuant to subdivision (a) of Section 82013 that, during the preelection reporting periods covered by Section 84200.8, makes contributions or independent expenditures totaling five hundred dollars (\$500) or more to a city general purpose committee formed within the same jurisdiction, or to support or oppose a candidate or measure appearing on the ballot at the next city election. However, a city general purpose committee formed pursuant to subdivision (b) or (c) of Section 82013 is not required to file the preelection statements specified in Section 84200.8.

(b) During an election period for the Board of Administration of the Public Employees' Retirement System or the Teachers' Retirement Board, the following candidates and committees shall file the preelection statements specified in Section 84200.9:

(1) All candidates for these boards, their controlled committees, and committees primarily formed to support or oppose the candidates.

(2) A state or county general purpose committee formed pursuant to subdivision (a) of Section 82013 that, during the preelection reporting periods covered by Section 84200.9, makes contributions or independent expenditures totaling five hundred dollars (\$500) or more to support or oppose a candidate for the Board of Administration of the

Public Employees' Retirement System or the Teachers' Retirement Board. However, a general purpose committee formed pursuant to subdivision (b) or (c) of Section 82013 is not required to file the statements specified in Section 84200.9.

History: Added by Stats. 1985, Ch. 1456; amended by Stats. 1986, Ch. 542; amended by Stats. 1988, Ch. 1281 effective September 26, 1988; amended by Stats. 1991, Ch. 505; amended by Stats. 1991, Ch. 1077; amended by Stats. 1993, Ch. 769; amended by Stats. 1999, Ch. 158, effective July 23, 1999; amended by Stats. 1999, Ch. 855; amended by Stats. 2004, Ch. 623, effective September 21, 2004; amended by Stats. 2010, Ch. 633; repealed and adopted by Stats. 2015, Ch. 364, effective January 1, 2016; amended by Stats. 2019, Ch. 102.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18405, 18531.5

§ 84200.8. Timing for Filing Preelection Statements.*

Preelection statements shall be filed under this section as follows:

(a) For the period ending 45 days before the election, the statement shall be filed no later than 40 days before the election.

(b) For the period ending 17 days before the election, the statement shall be filed no later than 12 days before the election. All candidates being voted upon in the election in connection with which the statement is filed, their controlled committees, and committees formed primarily to support or oppose a candidate or measure being voted upon in that election shall file this statement by guaranteed overnight delivery service or by personal delivery.

(c) For runoff elections held within 60 days of the qualifying election, an additional preelection statement for the period ending 17 days before the runoff election shall be filed no later than 12 days before the election. All candidates being voted upon in the election in connection with which the statement is filed, their controlled committees, and committees formed primarily to support or oppose a candidate or measure being voted upon in that election shall file this statement by guaranteed overnight delivery service or personal delivery.

History: Added by Stats. 1985, Ch. 1456; amended by Stats. 1986, Ch. 984.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18405, 18531.5

*Section 84200.8 was amended by SB 1239 (Stats. 2018, Ch. 662) with a delayed operation date conditioned upon the Secretary of State certifying an online filing and disclosure system under 84602 (b)(7). For more information, please refer to Appendix V.

§ 84200.9. Time for Filing Preelection Statements for Candidates for the Board of Administration of the Public Employees' Retirement System and Teachers' Retirement Board.

Preelection statements for an election period for the Board of Administration of the Public Employees' Retirement System or the Teachers' Retirement Board shall be filed as follows:

(a) For the period ending five days before the beginning of the ballot period, as determined by the relevant

board, a statement shall be filed no later than two days before the beginning of the ballot period.

(b) For the period ending five days before the deadline to return ballots, as determined by the relevant board, a statement shall be filed no later than two days before the deadline to return ballots.

(c) In the case of a runoff election, for the period ending five days before the deadline to return runoff ballots, as determined by the relevant board, a statement shall be filed no later than two days before the deadline to return runoff ballots.

(d) All candidates being voted upon, their controlled committees, and committees primarily formed to support or oppose a candidate being voted upon in that election shall file the statements specified in subdivisions (b) and (c) by guaranteed overnight delivery service or by personal delivery.

History: Added by Stats. 2010, Ch. 633.

§ 84202.3. Campaign Statements; Ballot Measure Committees.

(a) In addition to the campaign statements required by Section 84200, committees pursuant to subdivision (a) of Section 82013 that are primarily formed to support or oppose the qualification, passage, or defeat of a measure and proponents of a state ballot measure who control a committee formed or existing primarily to support the qualification, passage, or defeat of a state ballot measure, shall file campaign statements on the following dates:

(1) No later than April 30 for the period January 1 through March 31.

(2) No later than October 31 for the period July 1 through September 30.

(b) This section does not apply to a committee during any semiannual period in which the committee is required to file preelection statements pursuant to paragraph (1), (2), or (3) of subdivision (a) of Section 84200.5.

(c) This section does not apply to a committee following the election at which the measure is voted upon unless the committee makes contributions or expenditures to support or oppose the qualification or passage of another ballot measure.

History: Added by Stats. 1991, Ch. 696; amended by Stats. 1993, Ch. 769; amended by Stats. 2019, Ch. 102.

§ 84202.7. Time for Filing by Committees of Odd-Numbered Year Reports.

During an odd-numbered year, any committee by virtue of Section 82013 that makes contributions totaling ten thousand dollars (\$10,000) or more to elected state officers, their controlled committees, or committees primarily formed to support or oppose any elected state officer during a period specified below shall file campaign statements on the following dates:

(a) No later than April 30 for the period of January 1 through March 31.

(b) No later than October 31 for the period of July 1 through September 30.

History: Added by Stats. 1986, Ch. 984; amended by Stats. 1993, Ch. 218; amended by Stats. 2000, Ch. 130; amended by Stats. 2019, Ch. 315.

§ 84203. Late Contribution; Reports.*

(a) Each candidate or committee that makes or receives a late contribution, as defined in Section 82036, shall report the late contribution to each office with which the candidate or committee is required to file its next campaign statement pursuant to Section 84215. The candidate or committee that makes the late contribution shall report the candidate or committee's full name and street address and the full name and street address of the person to whom the late contribution has been made, the office sought if the recipient is a candidate, or the ballot measure number or letter if the recipient is a committee primarily formed to support or oppose a ballot measure, and the date and amount of the late contribution. The recipient of the late contribution shall report the recipient's full name and street address, the date and amount of the late contribution, and whether the contribution was made in the form of a loan. The recipient shall also report the full name of the contributor, the contributor's street address, occupation, and the name of the contributor's employer, or, if self-employed, the name of the business.

(b) A late contribution shall be reported by facsimile transmission, guaranteed overnight delivery, or personal delivery within 24 hours of the time it is made in the case of the candidate or committee that makes the contribution and within 24 hours of the time it is received in the case of the recipient. If a late contribution is required to be reported to the Secretary of State, the report to the Secretary of State shall be by online or electronic transmission only. A late contribution shall be reported on subsequent campaign statements without regard to reports filed pursuant to this section.

(c) A late contribution need not be reported nor shall it be deemed accepted if it is not cashed, negotiated, or deposited and is returned to the contributor within 24 hours of its receipt.

(d) A report filed pursuant to this section shall be in addition to any other campaign statement required to be filed by this chapter.

(e) The report required pursuant to this section is not required to be filed by a candidate or committee that has disclosed the late contribution pursuant to subdivision (a) or (b) of Section 85309.

History: Amended and renumbered by Stats. 1977, Ch. 1193. (Formerly Section 84201.) (Former Section 84203, titled "Measure; Committee; Time for Filing Campaign Statement," repealed by Stats. 1977, Ch. 1193.) Repealed and reenacted as amended by Stats. 1980, Ch. 289. (Formerly titled "Time for Filing When a Special, General or Runoff Election is Held Less than 60 Days Following the Primary Election.") Repealed and reenacted as amended by Stats. 1985, Ch. 1456. (Formerly titled "Designation of Final Committee Preelection Statement."); amended by Stats. 1992, Ch. 89; amended by Stats. 2002, Ch. 211; amended by Stats. 2004, Ch. 478, effective September 10, 2004; amended by Stats. 2005, Ch. 200; amended by Stats. 2010, Ch. 18; amended by Stats. 2021, Ch. 50.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18401, 18421.1, 18425, 18435, 18531.5

*Section 84203 was amended by SB 1239 (Stats. 2018, Ch. 662) with a delayed operation date conditioned upon the Secretary of State certifying

an online filing and disclosure system under 84602 (b)(7). For more information, please refer to Appendix V.

§ 84203.3. Late In-Kind Contributions.

(a) Any candidate or committee that makes a late contribution that is an in-kind contribution shall notify the recipient in writing of the value of the in-kind contribution. The notice shall be received by the recipient within 24 hours of the time the contribution is made.

(b) Nothing in this section shall relieve a candidate or committee that makes a late in-kind contribution or the recipient of a late in-kind contribution from the requirement to file late contribution reports pursuant to Section 84203. However, a report filed by the recipient of a late in-kind contribution shall be deemed timely filed if it is received by the filing officer within 48 hours of the time the contribution is received.

History: Added by Stats. 1995, Ch. 77.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18421.1, 18425

§ 84204. Late Independent Expenditures; Reports.*

(a) A committee that makes a late independent expenditure, as defined in Section 82036.5, shall report the late independent expenditure by facsimile transmission, guaranteed overnight delivery, or personal delivery within 24 hours of the time it is made. If a late independent expenditure is required to be reported to the Secretary of State, the report to the Secretary of State shall be by online or electronic transmission only. A late independent expenditure shall be reported on subsequent campaign statements without regard to reports filed pursuant to this section.

(b) A committee that makes a late independent expenditure shall report its full name and street address, as well as the name, office, and district of the candidate if the report is related to a candidate, or if the report is related to a measure, the number or letter of the measure, the jurisdiction in which the measure is to be voted upon, and the amount and the date, as well as a description of goods or services for which the late independent expenditure was made. In addition to the information required by this subdivision, a committee that makes a late independent expenditure shall include with its late independent expenditure report the information required by paragraphs (1) to (5), inclusive, of subdivision (f) of Section 84211, covering the period from the day after the closing date of the last campaign report filed to the date of the late independent expenditure, or if the committee has not previously filed a campaign statement, covering the period from the previous January 1 to the date of the late independent expenditure. No information required by paragraphs (1) to (5), inclusive, of subdivision (f) of Section 84211 that is required to be reported with a late independent expenditure report by this subdivision is required to be reported on more than one late independent expenditure report.

(c) A committee that makes a late independent expenditure shall file a late independent expenditure report in the places where it would be required to file campaign state-

ments under this article as if it were formed or existing primarily to support or oppose the candidate or measure for or against which it is making the late independent expenditure.

(d) A report filed pursuant to this section shall be in addition to any other campaign statement required to be filed by this article.

(e) Expenditures that have been disclosed by candidates and committees pursuant to Section 85500 are not required to be disclosed pursuant to this section.

History: Former Section 84204, titled "Support of Both Candidates and Measures; Filing Requirements," repealed by Stats. 1977, Ch. 1193; former Section 84202 amended by Stats. 1976, Ch. 1106; renumbered to 84204 by Stats. 1977, Ch. 1193; repealed and reenacted as amended by Stats. 1980, Ch. 289. (Formerly titled "Time for Filing; Committees Supporting or Opposing the Qualification of a Measure and Proponents of State Measures"); repealed and reenacted as amended by Stats. 1985, Ch. 1456. (Formerly titled "Designation of Final Candidate Preelection Statement"); amended by Stats. 1992, Ch. 89; amended by Stats. 2000, Ch. 102 [Proposition 34 of the November Statewide General Election]; amended by Stats. 2001, Ch. 241, effective September 4, 2001; amended by Stats. 2004, Ch. 478, effective September 10, 2004; amended by Stats. 2005, Ch. 200; amended by Stats. 2010, Ch. 18.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18421.11, 18550

*Section 84204 was amended by SB 1239 (Stats. 2018, Ch. 662) with a delayed operation date conditioned upon the Secretary of State certifying an online filing and disclosure system under 84602 (b)(7). For more information, please refer to Appendix V.

§ 84204.5. Ballot Measure Contributions and Expenditures; Reports.*

(a) In addition to any other report required by this title, a committee pursuant to subdivision (a) of Section 82013 that is required to file reports pursuant to Section 84605 shall file online or electronically with the Secretary of State each time it makes contributions totaling five thousand dollars (\$5,000) or more or each time it makes independent expenditures totaling five thousand dollars (\$5,000) or more to support or oppose the qualification or passage of a single state ballot measure. The report shall be filed within 10 business days of making the contributions or independent expenditures and shall contain all of the following:

(1) The full name, street address, and identification number of the committee.

(2) The number or letter of the measure if the measure has qualified for the ballot and has been assigned a number or letter; the title of the measure if the measure has not been assigned a number or letter but has been issued a title by the Attorney General; or the subject of the measure if the measure has not been assigned a number or letter and has not been issued a title by the Attorney General.

(3) In the case of a contribution, the date and amount of the contribution and the name, address, and identification number of the committee to whom the contribution was made. In addition, the report shall include the information required by paragraphs (1) to (5), inclusive, of subdivision (f) of Section 84211, regarding contributions or loans received from a person described in that subdivision, covering the period from the day after the closing date of the last campaign report filed to the date of the contribution requiring a

report under this section, or if the committee has not previously filed a campaign statement, covering the period from the previous January 1 to the date of the contribution requiring a report under this section. No information described in paragraphs (1) to (5), inclusive, of subdivision (f) of Section 84211 that is required to be reported pursuant to this subdivision is required to be reported in more than one report provided for in this subdivision for each contribution or loan received from a person described in subdivision (f) of Section 84211.

(4) In the case of an independent expenditure, the date, amount, and a description of the goods or services for which the expenditure was made. In addition, the report shall include the information required by paragraphs (1) to (5), inclusive, of subdivision (f) of Section 84211 regarding contributions or loans received from a person described in that subdivision, covering the period from the day after the closing date of the last campaign report filed to the date of the expenditure, or if the committee has not previously filed a campaign statement, covering the period from the previous January 1 to the date of the expenditure. No information described in paragraphs (1) to (5), inclusive, of subdivision (f) of Section 84211 that is required to be reported pursuant to this subdivision is required to be reported in more than one report provided for in this subdivision for each contribution or loan received from a person described in subdivision (f) of Section 84211.

(b) In addition to any other report required by this title, a committee pursuant to subdivision (a) of Section 82013 shall file a report each time it makes contributions totaling five thousand dollars (\$5,000) or more or independent expenditures aggregating five thousand dollars (\$5,000) or more to support or oppose the qualification of a single local initiative or referendum ballot measure. A committee that is required to file a report under this subdivision shall file the report in the places where it would be required to file campaign statements under this article as if it were formed or existing primarily to support or oppose the local initiative or referendum ballot measure. The report shall be filed within 10 business days of reaching the aggregate dollar threshold and shall contain all of the following:

(1) The full name, street address, and identification number of the committee.

(2) The name or subject of the measure.

(3) In the case of an independent expenditure, the date, amount, and a description of the goods or services for which the expenditure was made. In the case of a contribution, the date and amount of the contribution and the name, address, and identification number of the committee to which the contribution was made. In addition, the report shall include the information required by paragraphs (1) to (5), inclusive, of subdivision (f) of Section 84211 regarding contributions or loans received from a person described in that subdivision, covering the period from the day after the closing date of the last campaign report filed to the date of the contribution or expenditure, or if the committee has not previously filed a campaign statement, covering the period from the

previous January 1 to the date of the contribution or expenditure. The information described in paragraphs (1) to (5), inclusive, of subdivision (f) of Section 84211 that is required to be reported pursuant to this subdivision is not required to be reported in more than one report provided for in this subdivision for each contribution or loan received from a person described in subdivision (f) of Section 84211.

(c) Reports required by this section are not required to be filed by a committee primarily formed to support or oppose the qualification or passage of a state ballot measure or the qualification of a local initiative or referendum ballot measure for expenditures made on behalf of the ballot measure or measures for which it is formed.

(d) Independent expenditures that have been disclosed by a committee pursuant to Section 84204 or 85500 are not required to be disclosed pursuant to this section.

History: Added by Stats. 2006, Ch. 438; amended by Stats. 2017 Ch. 183.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18466

*Section 84204.5 was amended by SB 1239 (Stats. 2018, Ch. 662) with a delayed operation date conditioned upon the Secretary of State certifying an online filing and disclosure system under 84602 (b)(7). For more information, please refer to Appendix V.

§ 84205. Combination of Statements.

The commission may by regulation or written advice permit candidates and committees to file campaign statements combining statements and reports required to be filed by this title.

History: Amended by Stats. 1977, Ch. 1193; repealed and reenacted as amended by Stats. 1980, Ch. 289. (Formerly titled "Closing Dates"); amended by Stats. 1981, Ch. 78; repealed and reenacted by Stats. 1985, Ch. 1456. (Formerly titled "Candidates Who Receive or Spend Less than \$500.")

§ 84206. Candidates Who Receive or Spend Less Than \$2,000.

(a) The commission shall provide by regulation for a short form for filing reports required by this article for candidates or officeholders who receive contributions of less than two thousand dollars (\$2,000), and who make expenditures of less than two thousand dollars (\$2,000), in a calendar year.

(b) For the purposes of this section, in calculating whether two thousand dollars (\$2,000) in expenditures have been made, payments for a filing fee or for a statement of qualification shall not be included if these payments have been made from the candidate's personal funds.

(c) Every candidate or officeholder who has filed a short form pursuant to subdivision (a), and who thereafter receives contributions or makes expenditures totaling two thousand dollars (\$2,000) or more in a calendar year, shall send written notification to the Secretary of State, the local filing officer, and each candidate contending for the same office within 48 hours of receiving or expending a total of two thousand dollars (\$2,000). The written notification shall revoke the previously filed short form statement.

History: Repealed and reenacted as amended by Stats. 1980, Ch. 289. (Formerly titled "Semi-Annual Campaign Statements"); repealed and reenacted as amended by Stats. 1985, Ch. 1456. (Formerly titled "Late Contributions;

Reports"); amended by Stats. 1987, Ch. 632; amended by Stats. 1993, Ch. 391; amended by Stats. 2015, Ch. 364, effective January 1, 2016.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18406

Opinions: *In re Lui* (1987) 10 FPPC Ops. 10

§ 84207. County Central Committee Candidates Who Receive or Spend Less Than \$2,000.

(a) An elected member of, or a candidate for election to, a county central committee of a qualified political party who receives contributions of less than two thousand dollars (\$2,000) and who makes expenditures of less than two thousand dollars (\$2,000) in a calendar year shall not be required to file any campaign statements required by this title.

(b) Notwithstanding Sections 81009.5 and 81013, a local government agency shall not impose any filing requirements on an elected member of, or a candidate for election to, a county central committee of a qualified political party who receives contributions of less than two thousand dollars (\$2,000) and who makes expenditures of less than two thousand dollars (\$2,000) in a calendar year.

History: Amended by Stats. 1977, Ch. 1193, effective January 1, 1978; repealed and reenacted as amended by Stats. 1980, Ch. 289. (Formerly titled "Candidate for Reelection to Judicial Office"); repealed by Stats. 1985, Ch. 1456; reenacted as amended by Stats. 2012, Ch. 502. (Formerly titled "Late Independent Expenditures; Reports."); amended by Stats. 2015, Ch. 364, effective January 1, 2016.

§ 84209. Consolidated Statements.

A candidate or state measure proponent and any committee or committees which the candidate or a state measure proponent controls may file consolidated campaign statements under this chapter. Such consolidated statements shall be filed in each place each of the committees and the candidate or state measure proponent would be required to file campaign statements if separate statements were filed.

History: Added by Stats. 1980, Ch. 289.

§ 84211. Contents of Campaign Statement.*

Each campaign statement required by this article shall contain all of the following information:

(a) The total amount of contributions received during the period covered by the campaign statement and the total cumulative amount of contributions received.

(b) The total amount of expenditures made during the period covered by the campaign statement and the total cumulative amount of expenditures made.

(c) The total amount of contributions received during the period covered by the campaign statement from persons who have given a cumulative amount of one hundred dollars (\$100) or more.

(d) The total amount of contributions received during the period covered by the campaign statement from persons who have given a cumulative amount of less than one hundred dollars (\$100).

(e) The balance of cash and cash equivalents on hand at the beginning and the end of the period covered by the campaign statement.

(f) If the cumulative amount of contributions (including loans) received from a person is one hundred dollars

(\$100) or more and a contribution or loan has been received from that person during the period covered by the campaign statement, all of the following:

- (1) That person's full name.
- (2) That person's street address.
- (3) That person's occupation.
- (4) The name of that person's employer, or, if self-employed, the name of the business.
- (5) The date and amount received for each contribution received during the period covered by the campaign statement and, if the contribution is a loan, the interest rate for the loan.

(6) The cumulative amount of contributions.

(g) If the cumulative amount of loans received from or made to a person is one hundred dollars (\$100) or more, and a loan has been received from or made to a person during the period covered by the campaign statement, or is outstanding during the period covered by the campaign statement, all of the following:

- (1) That person's full name.
- (2) That person's street address.
- (3) That person's occupation.
- (4) The name of that person's employer, or, if self-employed, the name of the business.
- (5) The original date and amount of each loan.
- (6) The due date and interest rate of the loan.
- (7) The cumulative payment made or received to date at the end of the reporting period.
- (8) The balance outstanding at the end of the reporting period.

(9) The cumulative amount of contributions.

(h) For each person, other than the filer, who is directly, indirectly, or contingently liable for repayment of a loan received or outstanding during the period covered by the campaign statement, all of the following:

- (1) That person's full name.
- (2) That person's street address.
- (3) That person's occupation.
- (4) The name of that person's employer, or, if self-employed, the name of the business.

(5) The amount of that person's maximum liability outstanding.

(i) The total amount of expenditures made during the period covered by the campaign statement to persons who have received one hundred dollars (\$100) or more.

(j) The total amount of expenditures made during the period covered by the campaign statement to persons who have received less than one hundred dollars (\$100).

(k) For each person to whom an expenditure of one hundred dollars (\$100) or more has been made during the period covered by the campaign statement, all of the following:

- (1) That person's full name.
- (2) That person's street address.
- (3) The amount of each expenditure.
- (4) A brief description of the consideration for which each expenditure was made.

(5) In the case of an expenditure which is a contribution to a candidate, elected officer, or committee or an independent expenditure to support or oppose a candidate or measure, in addition to the information required in paragraphs (1) to (4) above, the date of the contribution or independent expenditure, the cumulative amount of contributions made to a candidate, elected officer, or committee, or the cumulative amount of independent expenditures made relative to a candidate or measure; the full name of the candidate, and the office and district for which the candidate seeks nomination or election, or the number or letter of the measure; and the jurisdiction in which the measure or candidate is voted upon.

(6) The information required in paragraphs (1) to (4), inclusive, for each person, if different from the payee, who has provided consideration for an expenditure of five hundred dollars (\$500) or more during the period covered by the campaign statement.

For purposes of subdivisions (i), (j), and (k) only, the terms "expenditure" or "expenditures" mean any individual payment or accrued expense, unless it is clear from surrounding circumstances that a series of payments or accrued expenses are for a single service or product.

(l) In the case of a controlled committee, an official committee of a political party, or an organization formed or existing primarily for political purposes, the amount and source of any miscellaneous receipt.

(m) If a committee is listed pursuant to subdivision (f), (g), (h), (k), (l), or (q), the number assigned to the committee by the Secretary of State shall be listed, or, if no number has been assigned, the full name and street address of the treasurer of the committee.

(n) In a campaign statement filed by a candidate who is a candidate in both a state primary and general election, such a candidate's controlled committee, or a committee primarily formed to support or oppose such a candidate, the total amount of contributions received and the total amount of expenditures made for the period January 1 through June 30 and the total amount of contributions received and expenditures made for the period July 1 through December 31.

(o) The full name, residential or business address, and telephone number of the filer, or in the case of a campaign statement filed by a committee defined by subdivision (a) of Section 82013, the name, street address, and telephone number of the committee and of the committee treasurer. In the case of a committee defined by subdivision (b) or (c) of Section 82013, the name that the filer uses on campaign statements shall be the name by which the filer is identified for other legal purposes or any name by which the filer is commonly known to the public.

(p) If the campaign statement is filed by a candidate, the name, street address, and treasurer of any committee of which that candidate has knowledge which has received contributions or made expenditures on behalf of the candidate's candidacy and whether the committee is controlled by the candidate.

(q) A contribution need not be reported nor shall it be deemed accepted if it is not cashed, negotiated, or deposited and is returned to the contributor before the closing date of

the campaign statement on which the contribution would otherwise be reported.

(r) If a committee primarily formed for the qualification or support of, or opposition to, an initiative or ballot measure is required to report an expenditure to a business entity pursuant to subdivision (k) and 50 percent or more of the business entity is owned by a candidate or person controlling the committee, by an officer or employee of the committee, or by a spouse of any of these individuals, the committee's campaign statement shall also contain, in addition to the information required by subdivision (k), that person's name, the relationship of that person to the committee, and a description of that person's ownership interest or position with the business entity.

(s) If a committee primarily formed for the qualification or support of, or opposition to, an initiative or ballot measure is required to report an expenditure to a business entity pursuant to subdivision (k), and a candidate or person controlling the committee, an officer or employee of the committee, or a spouse of any of these individuals is an officer, partner, consultant, or employee of the business entity, the committee's campaign statement shall also contain, in addition to the information required by subdivision (k), that person's name, the relationship of that person to the committee, and a description of that person's ownership interest or position with the business entity.

(t) If the campaign statement is filed by a committee, as defined in subdivision (b) or (c) of Section 82013, information sufficient to identify the nature and interests of the filer, including:

(1) If the filer is an individual, the name and address of the filer's employer, if any, or the filer's principal place of business if the filer is self-employed, and a description of the business activity in which the filer or the filer's employer is engaged.

(2) If the filer is a business entity, a description of the business activity in which it is engaged.

(3) If the filer is an industry, trade, or professional association, a description of the industry, trade, or profession which it represents, including a specific description of any portion or faction of the industry, trade, or profession which the association exclusively or primarily represents.

(4) If the filer is not an individual, business entity, or industry, trade, or professional association, a statement of the person's nature and purposes, including a description of any industry, trade, profession, or other group with a common economic interest which the person principally represents or from which its membership or financial support is principally derived.

History: Amended by Stats. 1978, Ch. 650; repealed and reenacted as amended by Stats. 1980, Ch. 289; (Formerly titled "Consideration of Cumulative Amount"); amended by Stats. 1982, Ch. 377; amended by Stats. 1985, Ch. 899; amended by Stats. 1988, Ch. 704; amended by Stats. 1989, Ch. 1452; amended by Stats. 1990, Ch. 581; amended by Stats. 1991, Ch. 674; amended by Stats. 1993, Ch. 1140; amended by Stats. 2000, Ch. 161; amended by Stats. 2000, Ch. 853; amended by Stats. 2021, Ch. 50.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18229.1, 18421, 18421.1, 18421.3, 18421.4, 18421.5, 18421.6, 18421.7, 18421.8,

18421.9, 18421.10, 18421.11, 18423, 18428, 18430, 18431, 18526 18531.5, 18537

Opinions: *In re Roberts* (2004) 17 FPPC Ops. 9
In re Nielsen (1979) 5 FPPC Ops. 18
In re Buchanan (1979) 5 FPPC Ops. 14
In re Kahn (1976) 2 FPPC Ops. 151
In re Lumsdon (1976) 2 FPPC Ops. 140
In re McCormick (1976) 2 FPPC Ops. 42
In re Burciaga (1976) 2 FPPC Ops. 17
In re Hayes (1975) 1 FPPC Ops. 210
In re Cory (1975) 1 FPPC Ops. 137

*Section 84211 was amended by SB 1239 (Stats. 2018, Ch. 662) with a delayed operation date conditioned upon the Secretary of State certifying an online filing and disclosure system under 84602 (b)(7). For more information, please refer to Appendix V.

§ 84212. Forms; Loans.

The forms promulgated by the commission for disclosure of the information required by this chapter shall provide for the reporting of loans and similar transactions in a manner that does not result in substantial overstatement or understatement of total contributions and expenditures.

History: Amended by Stats. 1975, Ch. 915, effective September 20, 1975, operative January 7, 1975; repealed and reenacted as amended by Stats. 1980, Ch. 289. (Formerly titled "Candidates Who Receive and Spend \$200 or Less."); amended by Stats. 1985, Ch. 1456.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18404.2

§ 84213. Verification.*

(a) A candidate or state measure proponent shall verify the candidate's or proponent's campaign statement and the campaign statement of each committee subject to the candidate or state measure proponent's control. The verification shall be in accordance with the provisions of Section 81004 except that it shall state that to the best of the candidate or state measure proponent's knowledge the treasurer of each controlled committee used all reasonable diligence in the preparation of the committee's statement. This section does not relieve the treasurer of any committee from the obligation to verify each campaign statement filed by the committee pursuant to Section 81004.

(b) If a committee is required to file a campaign statement or report disclosing an independent expenditure pursuant to this title, a principal officer of the committee or, in the case of a controlled committee, the candidate or state measure proponent or opponent who controls the committee shall sign a verification on a report prescribed by the Commission. Notwithstanding any other provision of this title, the report containing the verification required by this subdivision shall be filed only with the Commission. The verification shall read as follows:

I have not received any unreported contributions or reimbursements to make these independent expenditures. I have not coordinated any expenditure made during this reporting period with the candidate or the opponent of the candidate who is the subject of the expenditure, with the proponent or the opponent of the state measure that is the subject of the expenditure, or with the agents of the candidate or the opponent of the candidate or the state measure proponent or opponent.

History: Former Section 84213, titled "Consolidated Statements; Candidates and Committees," amended by Stats. 1976, Ch. 1106; repealed by Stats. 1980, Ch. 289. Former Section 84209 amended and renumbered Section 84216.5 by Stats. 1979; Section 84216.5 renumbered Section 84213 by Stats. 1980, Ch. 289; amended by Stats. 1983, Ch. 898; amended by Stats. 2012, Ch. 496; amended by Stats. 2021, Ch. 50.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18427, 18465.1, 18570

*Section 84213 was amended by SB 1239 (Stats. 2018, Ch. 662) with a delayed operation date conditioned upon the Secretary of State certifying an online filing and disclosure system under 84602 (b)(7). For more information, please refer to Appendix V.

§ 84214. Termination.

Committees and candidates shall terminate their filing obligation pursuant to regulations adopted by the commission which insure that a committee or candidate will have no activity which must be disclosed pursuant to this chapter subsequent to the termination. Such regulations shall not require the filing of any campaign statements other than those required by this chapter. In no case shall a committee which qualifies solely under subdivision (b) or (c) of Section 82013 be required to file any notice of its termination.

History: Repealed and reenacted as amended by Stats. 1977, Ch. 344, effective August 20, 1977; repealed and reenacted as amended by Stats. 1980, Ch. 289. (Formerly titled "Late Contributions; Reports.")

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18401, 18404, 18404.1, 18531.5, 18537.1

§ 84215. Campaign Statements; Where to File.*

All candidates and elected officers and their controlled committees, except as provided in subdivisions (d) and (e), shall file one copy of the campaign statements required by Section 84200 with the elections official of the county in which the candidate or elected official is domiciled, as defined in subdivision (b) of Section 349 of the Elections Code. In addition, campaign statements shall be filed at the following places:

(a) Statewide elected officers, including members of the State Board of Equalization; Members of the Legislature; Supreme Court justices, court of appeal justices, and superior court judges; candidates for those offices and their controlled committees; committees formed or existing primarily to support or oppose these candidates, elected officers, justices and judges, or statewide measures, or the qualification of state ballot measures; and all state general purpose committees and filers not specified in subdivisions (b) to (e), inclusive, shall file a campaign statement by online or electronic means, as specified in Section 84605, and shall file the original campaign statement in paper format with the Secretary of State.

(b) Elected officers in jurisdictions other than legislative districts, State Board of Equalization districts, or appellate court districts that contain parts of two or more counties, candidates for these offices, their controlled committees, and committees formed or existing primarily to support or oppose candidates or local measures to be voted upon in one of these jurisdictions shall file the original and one copy with

the elections official of the county with the largest number of registered voters in the jurisdiction.

(c) County elected officers, candidates for these offices, their controlled committees, committees formed or existing primarily to support or oppose candidates or local measures to be voted upon in any number of jurisdictions within one county, other than those specified in subdivision (d), and county general purpose committees shall file the original and one copy with the elections official of the county.

(d) City elected officers, candidates for city office, their controlled committees, committees formed or existing primarily to support or oppose candidates or local measures to be voted upon in one city, and city general purpose committees shall file the original and one copy with the clerk of the city and are not required to file with the local elections official of the county in which they are domiciled.

(e) Elected members of the Board of Administration of the Public Employees' Retirement System, elected members of the Teachers' Retirement Board, candidates for these offices, their controlled committees, and committees formed or existing primarily to support or oppose these candidates or elected members shall file the original with the Secretary of State, and a copy shall be filed at the relevant board's office in Sacramento. These elected officers, candidates, and committees need not file with the elections official of the county in which they are domiciled.

(f) Notwithstanding any other provision of this section, a committee, candidate, or elected officer is not required to file more than the original and one copy, or one copy, of a campaign statement with any one county elections official or city clerk or with the Secretary of State.

(g) If a committee is required to file campaign statements required by Section 84200 or 84200.5 in places designated in subdivisions (a) to (d), inclusive, it shall continue to file these statements in those places, in addition to any other places required by this title, until the end of the calendar year.

History: Added by Stats. 1978, Ch. 1408, effective October 1, 1978; repealed and reenacted as amended by Stats. 1980, Ch. 289. (Formerly titled "Combination of Pre-election and Semiannual Statements"); amended by Stats. 1982, Ch. 1060; amended by Stats. 1985, Ch. 1456; amended by Stats. 1986, Ch. 490; amended by Stats. 1990, Ch. 581; amended by Stats. 2001, Ch. 241, effective September 4, 2001; amended by Stats. 2007, Ch. 54; amended by Stats. 2010; Ch.18, amended by Stats. 2010, Ch. 633; Amended by Stats. 2017, Ch. 111; amended by Stats. 2022, Ch. 328.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18227, 18404.1, 18405, 18451

*Section 84215 was amended by SB 1239 (Stats. 2018, Ch. 662) with a delayed operation date conditioned upon the Secretary of State certifying an online filing and disclosure system under 84602 (b)(7). For more information, please refer to Appendix V.

§ 84216. Loans.

(a) Notwithstanding Section 82015, a loan received by a candidate or committee is a contribution unless the loan is received from a commercial lending institution in the ordinary course of business, or it is clear from the surrounding circumstances that it is not made for political purposes.

(b) A loan, whether or not there is a written contract for the loan, shall be reported as provided in Section 84211 when any of the following apply:

- (1) The loan is a contribution.
- (2) The loan is received by a committee.
- (3) The loan is received by a candidate and is used for political purposes.

History: Added by Stats. 1977, Ch. 1119; amended by Stats. 1980, Ch. 289; amended by Stats. 1982, Ch. 29; repealed and reenacted as amended by Stats. 1985, Ch. 899; amended by Stats. 2000, Ch. 853.

§ 84216.5. Loans Made by a Candidate or Committee.

A loan of campaign funds, whether or not there is a written contract for the loan, made by a candidate or committee shall be reported as provided in Section 84211.

History: Former Section 84216.5 renumbered 84213 by Stats. 1980, Ch. 289; new section added by Stats. 1985, Ch. 899; amended by Stats. 2000, Ch. 853.

§ 84217. Federal Office Candidates; Places Filed.*

When the Secretary of State receives any campaign statement filed pursuant to the federal Election Campaign Act, (2 U.S.C.A. Section 431 et seq.) the Secretary of State shall send a copy of the statement to the following officers:

(a) Statements of candidates for President, Vice President or United States Senator and committees supporting such candidates - one copy with the Registrar-Recorder of Los Angeles County and one copy with the Registrar of Voters of the City and County of San Francisco;

(b) Statements of candidates for United States Representative in Congress and committees supporting such candidates - one copy with the clerk of the county which contains the largest percentage of the registered voters in the election district which the candidate or any of the candidates seek nomination or election and one copy with the clerk of the county within which the candidate resides or in which the committee is domiciled, provided that if the committee is not domiciled in California the statement shall be sent to the Registrar-Recorder of Los Angeles County. No more than one copy of each statement need be filed with the clerk of any county.

History: Amended by Stats. 1977, Ch. 1095; amended and renumbered Section 84226 by Stats. 1979, Ch. 779. (Formerly Section 84208); amended and renumbered by Stats. 1980, Ch. 289. (Formerly Section 84226.)

*Section 84217 was repealed by SB 1239 (Stats. 2018, Ch. 662) with a delayed operation date conditioned upon the Secretary of State certifying an online filing and disclosure system under 84602 (b)(7). For more information, please refer to Appendix V.

§ 84218. Slate Mailer Organization; Campaign Statements.

(a) A slate mailer organization shall file semiannual campaign statements no later than July 31 for the period ending June 30, and no later than January 31 for the period ending December 31.

(b) In addition to the semiannual statements required by subdivision (a), a slate mailer organization which produces a slate mailer supporting or opposing candidates or

measures being voted on in an election shall file the statements specified in Section 84200.8 if, during the period covered by the preelection statement, the slate mailer organization receives payments totaling five hundred dollars (\$500) or more from any person for the support of or opposition to candidates or ballot measures in one or more slate mailers, or expends five hundred dollars (\$500) or more to produce one or more slate mailers.

(c) A slate mailer organization shall file two copies of its campaign reports with the clerk of the county in which it is domiciled. A slate mailer organization is domiciled at the address listed on its statement of organization unless it is domiciled outside California, in which case its domicile shall be deemed to be Los Angeles County for purposes of this section.

In addition, slate mailer organizations shall file campaign reports as follows:

(1) A slate mailer organization which produces one or more slate mailers supporting or opposing candidates or measures voted on in a state election, or in more than one county, shall file campaign reports in the same manner as state general purpose committees pursuant to subdivision (a) of Section 84215.

(2) A slate mailer organization which produces one or more slate mailers supporting or opposing candidates or measures voted on in only one county, or in more than one jurisdiction within one county, shall file campaign reports in the same manner as county general purpose committees pursuant to subdivision (c) of Section 84215.

(3) A slate mailer organization which produces one or more slate mailers supporting or opposing candidates or measures voted on in only one city shall file campaign reports in the same manner as city general purpose committees pursuant to subdivision (d) of Section 84215.

(4) Notwithstanding the above, no slate mailer organization shall be required to file more than the original and one copy, or two copies, of a campaign report with any one county or city clerk or with the Secretary of State.

History: Added by Stats. 1987, Ch. 905; amended by Stats. 2010, Ch. 18; amended by Stats. 2010, Ch. 77; amended by Stats. 2015, Ch. 364, effective January 1, 2016.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18401.1

§ 84219. Slate Mailer Organization; Semi-Annual Statements; Contents.*

Whenever a slate mailer organization is required to file campaign reports pursuant to Section 84218, the campaign report shall include the following information:

(a) The total amount of receipts during the period covered by the campaign statement and the total cumulative amount of receipts. For purposes of this section only, "receipts" means payments received by a slate mailer organization for production and distribution of slate mailers.

(b) The total amount of disbursements made during the period covered by the campaign statement and the total cumulative amount of disbursements. For purposes of this section only, "disbursements" means payment made by a slate

mailer organization for the production or distribution of slate mailers.

(c) For each candidate or committee that is a source of receipts totaling one hundred dollars (\$100) or more during the period covered by the campaign statement:

(1) The name of the candidate or committee, identification of the jurisdiction and the office sought or ballot measure number or letter, and, if the source is a committee, the committee's identification number, street address, and the name of the candidate or measure on whose behalf or in opposition to which the payment is made.

(2) The date and amount received for each receipt totaling one hundred dollars (\$100) or more during the period covered by the campaign statement.

(3) The cumulative amount of receipts on behalf of or in opposition to the candidate or measure.

(d) For each person other than a candidate or committee who is a source of receipts totaling one hundred dollars (\$100) or more during the period covered by the campaign statement:

(1) Identification of the jurisdiction, office or ballot measure, and name of the candidate or measure on whose behalf or in opposition to which the payment was made.

(2) Full name, street address, name of employer, or, if self-employed, name of business of the source of receipts.

(3) The date and amount received for each receipt totaling one hundred dollars (\$100) or more during the period covered by the campaign statement.

(4) The cumulative amount of receipts on behalf of or in opposition to the candidate or measure.

(e) For each candidate or ballot measure not reported pursuant to subdivision (c) or (d), but who was supported or opposed in a slate mailer sent by the slate mailer organization during the period covered by the report, identification of jurisdiction, office or ballot measure, and name of the candidate or measure who was supported or opposed.

(f) The total amount of disbursements made during the period covered by the campaign statement to persons who have received one hundred dollars (\$100) or more.

(g) The total amount of disbursements made during the period covered by the campaign statement to persons who have received less than one hundred dollars (\$100).

(h) For each person to whom a disbursement of one hundred dollars (\$100) or more has been made during the period covered by the campaign statement:

(1) That person's full name.

(2) That person's street address.

(3) The amount of each disbursement.

(4) A brief description of the consideration for which each disbursement was made.

(5) The information required in paragraphs (1) to (4), inclusive, for each person, if different from the payee, who has provided consideration for a disbursement of five hundred dollars (\$500) or more during the period covered by the campaign statement.

(i) Cumulative disbursements, totaling one thousand dollars (\$1,000) or more, made directly or indirectly to any person listed in the slate mailer organization's statement of

organization. For purposes of this subdivision, a disbursement is made indirectly to a person if it is intended for the benefit of or use by that person or a member of the person's immediate family, or if it is made to a business entity in which the person or member of the person's immediate family is a partner, shareholder, owner, director, trustee, officer, employee, consultant, or holds any position of management or in which the person or member of the person's immediate family has an investment of one thousand dollars (\$1,000) or more. This subdivision does not apply to any disbursement made to a business entity whose securities are publicly traded.

(j) The full name, street address, and telephone number of the slate mailer organization and of the treasurer.

(k) Whenever a slate mailer organization also qualifies as a general purpose committee pursuant to Section 82027.5, the campaign report shall include, in addition to the information required by this section, the information required by Section 84211.

History: Added by Stats. 1987, Ch. 905; amended by Stats. 2000, Ch. 853; amended by Stats. 2021, Ch. 50.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18229.1, 18401.1

*Section 84219 was amended by SB 1239 (Stats. 2018, Ch. 662) with a delayed operation date conditioned upon the Secretary of State certifying an online filing and disclosure system under 84602 (b)(7). For more information, please refer to Appendix V.

§ 84220. Slate Mailer Organization; Late Payments.

If a slate mailer organization receives a payment of two thousand five hundred dollars (\$2,500) or more for purposes of supporting or opposing any candidate or ballot measure in a slate mailer, and the payment is received at a time when, if the payment were a contribution it would be considered a late contribution, then the slate mailer organization shall report the payment in the manner set forth in Section 84203 for candidates and committees when reporting late contributions received. The slate mailer organization shall, in addition to reporting the information required by Section 84203, identify the candidates or measures whose support or opposition is being paid for, in whole or in part, by each late payment.

History: Added by Stats. 1987, Ch. 905.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18401.1

§ 84221. Slate Mailer Organization; Termination.

Slate mailer organizations shall terminate their filing obligations in the same manner as applies to committees qualifying under subdivision (a) of Section 82013.

History: Added by Stats. 1987, Ch. 905.

§ 84222. Multipurpose Organizations.

(a) For purposes of this title, "multipurpose organization" means an organization described in Sections 501(c)(3) to 501(c)(10), inclusive, of the Internal Revenue Code and that is exempt from taxation under Section 501(a) of the Internal Revenue Code, a federal or out-of-state political organization, a trade association, a professional association, a

civic organization, a religious organization, a fraternal society, an educational institution, or any other association or group of persons acting in concert, that is operating for purposes other than making contributions or expenditures. “Multipurpose organization” does not include a business entity, an individual, or a federal candidate’s authorized committee, as defined in Section 431 of Title 2 of the United States Code, that is registered and filing reports pursuant to the Federal Election Campaign Act of 1971 (Public Law 92-225).

(b) A multipurpose organization that makes expenditures or contributions and does not qualify as a committee pursuant to subdivision (c) may qualify as an independent expenditure committee or major donor committee if the multipurpose organization satisfies subdivision (b) or (c) of Section 82013.

(c) Except as provided in subparagraph (A) of paragraph (5), a multipurpose organization is a recipient committee within the meaning of subdivision (a) of Section 82013 only under one or more of the following circumstances:

(1) The multipurpose organization is a political committee registered with the Federal Election Commission, except as provided in subdivision (a) of this section, or a political committee registered with another state, and the multipurpose organization makes contributions or expenditures in this state in an amount equal to or greater than the amount identified in subdivision (a) of Section 82013.

(2) The multipurpose organization solicits and receives payments from donors in an amount equal to or greater than the amount identified in subdivision (a) of Section 82013 for the purpose of making contributions or expenditures.

(3) The multipurpose organization accepts payments from donors in an amount equal to or greater than the amount identified in subdivision (a) of Section 82013 subject to a condition, agreement, or understanding with the donor that all or a portion of the payments may be used for making contributions or expenditures.

(4) The multipurpose organization has existing funds from a donor and a subsequent agreement or understanding is reached with the donor that all or a portion of the funds may be used for making contributions or expenditures in an amount equal to or greater than the amount identified in subdivision (a) of Section 82013. The date of the subsequent agreement or understanding is deemed to be the date of receipt of the payment.

(5) The multipurpose organization makes contributions or expenditures totaling more than fifty thousand dollars (\$50,000) in a period of 12 months or more than one hundred thousand dollars (\$100,000) in a period of four consecutive calendar years.

(A) A multipurpose organization shall not qualify as a committee within the meaning of subdivision (a) of Section 82013 pursuant to this paragraph if the multipurpose organization makes contributions or expenditures using only available nondonor funds. A multipurpose organization that makes contributions or expenditures with nondonor funds shall briefly describe the source of the funds used on its major donor or independent expenditure report.

(B) For purposes of this paragraph, “nondonor funds” means investment income, including capital gains, or income earned from providing goods, services, or facilities, whether related or unrelated to the multipurpose organization’s program, sale of assets, or other receipts that are not donations.

(d) A multipurpose organization that is a committee pursuant to paragraph (1) of subdivision (c) shall comply with the registration and reporting requirements of this chapter, subject to the following:

(1) The multipurpose organization is not required to comply with subdivision (k) of Section 84211 for contributions and expenditures made to influence federal or out-of-state elections, which shall instead be reported as a single expenditure and be described as such on the campaign statement.

(2) A multipurpose organization registered with the Federal Election Commission is not subject to subdivisions (d) and (f) of Section 84211 but shall disclose the total amount of contributions received pursuant to subdivision (a) of Section 84211, and shall disclose the multipurpose organization’s name and identification number registered with the Federal Election Commission on the campaign statement.

(e)(1) A multipurpose organization that is a committee pursuant to paragraph (2), (3), (4), or (5) of subdivision (c) shall comply with the registration and reporting requirements of this chapter, subject to the following, except that if the multipurpose organization is the sponsor of a committee as described in subdivision (f) it may report required information on its sponsored committee statement pursuant to subdivision (f):

(A) The multipurpose organization shall register in the calendar year in which it satisfies any of the criteria in subdivision (c). The statement of organization filed pursuant to Section 84101 shall indicate that the organization is filing pursuant to this section as a multipurpose organization and state the organization’s nonprofit tax exempt status, if any. The statement of organization shall also describe the organization’s mission or most significant activities, and describe the organization’s political activities. A multipurpose organization may comply with the requirement to describe the mission or significant activities and political activities by referencing where the organization’s Internal Revenue Service Return of Organization Exempt From Income Tax form may be accessed.

(B) Except as provided in this subparagraph, the registration of a multipurpose organization that meets the criteria of paragraph (5) of subdivision (c) shall terminate automatically on December 31 of the calendar year in which the multipurpose organization is registered. The multipurpose organization shall not be required to file a semiannual statement pursuant to subdivision (b) of Section 84200, unless the multipurpose organization has undisclosed contributions or expenditures to report, in which case termination shall occur automatically upon filing the semiannual statement that is due no later than January 31. After the multipurpose organization’s registration has terminated, the multipurpose organization’s reporting obligations are complete, unless the

organization qualifies as a committee for purposes of subdivision (a) of Section 82013 again in the following calendar year pursuant to subdivision (c) of this section. Notwithstanding this subdivision, a multipurpose organization may elect to remain registered as a committee by submitting written notification to the Secretary of State prior to the end of the calendar year.

(C) A multipurpose organization shall report all contributions received that satisfy the criteria of paragraph (2), (3), or (4) of subdivision (c) of this section in the manner required by subdivision (f) of Section 84211, and for the balance of its contributions or expenditures shall further report contributors based on a last in, first out accounting method.

(2) A multipurpose organization reporting pursuant to this subdivision shall disclose total contributions received in an amount equal to the multipurpose organization's total contributions and expenditures made in the reporting period. When a multipurpose organization reports donors based on the last in, first out accounting method, it shall attribute to and include the information required by subdivision (f) of Section 84211 for any donor who donates one thousand dollars (\$1,000) or more in a calendar year, except for the following:

(A) A donor who designates or restricts the donation for purposes other than contributions or expenditures.

(B) A donor who prohibits the multipurpose organization's use of its donation for contributions or expenditures.

(C) A private foundation, as defined by subdivision (a) of Section 509 of the Internal Revenue Code, that provides a grant that does not constitute a taxable expenditure for purposes of paragraph (1) or (2) of subdivision (d) of Section 4945 of the Internal Revenue Code.

(3) A multipurpose organization that qualifies as a committee pursuant to paragraph (5) of subdivision (c) shall not be required to include contributions or expenditures made in a prior calendar year on the reports filed for the calendar year in which the multipurpose organization qualifies as a committee.

(4) If a multipurpose organization qualifies as a committee solely pursuant to paragraph (5) of subdivision (c) and the committee is required to report donors based on a last in, first out accounting method pursuant to paragraph (1), the multipurpose organization shall not be required to disclose donor information for a donation received by the multipurpose organization prior to July 1, 2014. This paragraph shall not apply with respect to a donation made by a donor who knew that the multipurpose organization would use the donation to support or oppose a candidate or ballot measure in the state by requesting that the donation be used for that purpose or by making the donation in response to a message or solicitation indicating the multipurpose organization's intent to use the donation for that purpose.

(5) A contributor identified and reported in the manner provided in subparagraph (C) of paragraph (1) that is a multipurpose organization and receives contributions that satisfy the criteria in subdivision (c) shall be subject to the requirements of this subdivision.

(6) The commission shall adopt regulations establishing notice requirements and reasonable filing deadlines for

donors reported as contributors based on the last in, first out accounting method.

(f) A multipurpose organization that is the sponsor of a committee as defined in Section 82048.7, that is a membership organization, that makes all of its contributions and expenditures from funds derived from dues, assessments, fees, and similar payments that do not exceed ten thousand dollars (\$10,000) per calendar year from a single source, and that elects to report its contributions and expenditures on its sponsored committee's campaign statement pursuant to paragraph (1) of subdivision (e) shall report as follows:

(1) The sponsored committee shall report all contributions and expenditures made from the sponsor's treasury funds on statements and reports filed by the committee. The sponsor shall use a last in, first out accounting method and disclose the information required by subdivision (f) of Section 84211 for any person who pays dues, assessments, fees, or similar payments of one thousand dollars (\$1,000) or more to the sponsor's treasury funds in a calendar year and shall disclose all contributions and expenditures made, as required by subdivision (k) of Section 84211, on the sponsored committee's campaign statements.

(2) The sponsored committee shall report all other contributions and expenditures in support of the committee by the sponsor, its intermediate units, and the members of those entities. A sponsoring organization makes contributions and expenditures in support of its sponsored committee when it provides the committee with money from its treasury funds, with the exception of establishment or administrative costs. With respect to dues, assessments, fees, and similar payments channeled through the sponsor or an intermediate unit to a sponsored committee, the original source of the dues, assessments, fees, and similar payments is the contributor.

(3) A responsible officer of the sponsor, as well as the treasurer of the sponsored committee, shall verify the committee's campaign statement pursuant to Section 81004.

(g) For purposes of this section, "last in, first out accounting method" means an accounting method by which contributions and expenditures are attributed to the multipurpose organization's contributors in reverse chronological order beginning with the most recent of its contributors or, if there are any prior contributions or expenditures, beginning with the most recent contributor for which unattributed contributions remain.

History: Added by Stats of 2014, Ch. 16, effective July 1, 2014.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18422, 18422.1, 18427.1

§ 84222.5. Publicly Funded Nonprofit Organizations.

(a) A publicly funded nonprofit organization that makes contributions or expenditures, either directly or through the control of another entity, shall establish and deposit into a separate bank account all funds that will be used to make contributions and expenditures, and those contributions and expenditures shall come from that separate bank account.

(b) In addition to subdivisions (b) and (c) of Section 84222, a publicly funded nonprofit organization is a recipient committee within the meaning of subdivision (a) of Section 82013 if any of the following occur:

(1) It makes contributions or expenditures totaling fifty thousand dollars (\$50,000) or more related to statewide candidates or ballot measures or makes contributions or expenditures totaling two thousand five hundred dollars (\$2,500) or more related to local candidates or ballot measures, either directly or through the control of another entity, during the prior quarter.

(2) By January 31 of each odd-numbered year, it makes contributions or expenditures totaling one hundred thousand dollars (\$100,000) or more related to statewide candidates or ballot measures or makes contributions or expenditures totaling ten thousand dollars (\$10,000) or more related to local candidates or ballot measures, either directly or through the control of another entity, during the previous two years.

(c) If a publicly funded nonprofit organization qualifies as a recipient committee pursuant to subdivision (b), it shall comply with the registration and reporting requirements of Section 84222.

(d) Each publicly funded nonprofit organization that makes contributions or expenditures, either directly or through the control of another entity, shall provide to the Commission, and display on the organization's Internet Web site, the information it is required to disclose under this section. The information shall be clearly described and identified on a separate Internet Web page that is linked from the homepage of the organization's Internet Web site. The link to this Internet Web page from the homepage shall be as visible as all similar links.

(e) The Commission may require an audit of a publicly funded nonprofit organization that is required to provide records to the Commission pursuant to this section. The Commission shall require an audit of any publicly funded nonprofit organization that makes contributions or expenditures in excess of five hundred thousand dollars (\$500,000) in a calendar year. The publicly funded nonprofit organization shall provide records to the Commission to substantiate the information required to be disclosed by this section.

(f) If the Commission determines at the conclusion of an audit that a publicly funded nonprofit organization has violated this section, the Commission, the Attorney General, or the district attorney for the county in which the organization is domiciled may impose a civil fine upon the organization in an amount up to ten thousand dollars (\$10,000) for each violation.

(g) The definitions in subdivision (b) of Section 54964.5 apply to this section.

History: Added by Stats. 2016, Ch. 825.

§ 84223. Top Ten Contributor Lists.*

(a) A committee primarily formed to support or oppose a state ballot measure or state candidate that raises one million dollars (\$1,000,000) or more for an election shall maintain an accurate list of the committee's top 10 contributors, as specified by Commission regulations. A current list of the

top 10 contributors shall be provided to the Commission for disclosure on the Commission's internet website, as provided in subdivision (c).

(b)(1) Except as provided in paragraph (4), the list of top 10 contributors shall identify the names of the 10 persons who have made the largest cumulative contributions to the committee, the total amount of each person's contributions, the city and state of the person, the person's committee identification number, if any, and any other information deemed necessary by the Commission. If any of the top 10 contributors identified on the list are committees pursuant to subdivision (a) of Section 82013, the Commission may require, by regulation, that the list also identify the top 10 contributors to those contributing committees.

(2)(A) A committee primarily formed to support or oppose a state ballot measure shall count the cumulative amount of contributions received by the committee from a person for the period beginning 12 months prior to the date the committee made its first expenditure to qualify, support, or oppose the measure and ending with the current date.

(B) A committee primarily formed to support or oppose a state candidate shall count the cumulative amount of contributions received by the committee from a person for the primary and general elections combined.

(3) The aggregation rules of Section 82015.5 and any implementing regulations adopted by the Commission shall apply in identifying the persons who have made the top 10 cumulative contributions to a committee.

(4) A person who makes contributions to a committee in a cumulative amount of less than ten thousand dollars (\$10,000) shall not be identified or disclosed as a top 10 contributor to a committee pursuant to this section.

(c)(1) The Commission shall adopt regulations to govern the manner in which the Commission shall display top 10 contributor lists provided by a committee that is subject to this section, and the Commission shall post the top 10 contributor lists on its internet website in the manner prescribed by those regulations. The Commission shall provide the top 10 contributor lists to the Secretary of State, upon the request of the Secretary of State, for the purpose of additionally posting the contributor lists on the Secretary of State's internet website.

(2) A committee shall provide an updated top 10 contributor list to the Commission when any of the following occurs:

(A) A new person qualifies as a top 10 contributor to the committee.

(B) A person who is an existing top 10 contributor makes additional contributions of five thousand dollars (\$5,000) or more in the aggregate to the committee.

(C) A change occurs that alters the relative ranking order of the top 10 contributors.

(3) The 10 persons who have made the largest cumulative contributions to a committee shall be listed in order from largest contribution amount to smallest amount. If two or more contributors of identical amounts meet the threshold for inclusion in the list of top 10 contributors, the order of disclosure shall be made beginning with the most recent contributor of that amount.

(4) The Commission shall post or update a top 10 contributor list within five business days or, during the 16 days before the election, within 48 hours of a contributor qualifying for the list or of any change to the list.

(d) In listing the top 10 contributors, a committee shall use reasonable efforts to identify and state the actual individuals or corporations that are the true sources of the contributions made to the committee from other persons or committees.

(e) In addition to any other lists that the Commission is required to post on its internet website, the Commission shall compile, maintain, and display on its internet website a current list of the top 10 contributors supporting and opposing each state ballot measure, as prescribed by Commission regulations.

(f) This section shall remain in effect only until the Secretary of State certifies an online filing and disclosure system pursuant to paragraph (7) of subdivision (b) of Section 84602 of the Government Code, and as of that date is repealed.

History: Added by Stats. of 2014, Ch. 16, effective July 1, 2014; repealed and added by Stats. 2019, Ch. 312.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Section 18422.5

*Section 84223 was repealed and added by AB 902 (Stats. 2019, Ch. 312) with a repeal and replacement date conditioned upon the Secretary of State certifying an online filing and disclosure system under 84602 (b)(7). For more information, please refer to Appendix V.

§ 84224. Behested Payment Disclosure.*

(a) A behested payment described in subdivision (b) shall be reported within 30 days following the date on which the payment or payments equal or exceed five thousand dollars (\$5,000) in the aggregate from the same source in the same calendar year in which they are made. The report shall be filed by the behesting officer or member of the Public Utilities Commission with the officer's or member's agency and is a public record subject to inspection and copying pursuant to Section 81008. The report shall contain all of the following information: name of payor; address of payor; amount of the payment or payments; date or dates the payment or payments were made; the name and address of the payee; a brief description of the goods or services provided or purchased, if any; and a description of the specific purpose or event for which the payment or payments were made. Once the five-thousand-dollar (\$5,000) aggregate threshold from a single source has been reached for a calendar year, all payments for the calendar year made by that source shall be disclosed within 30 days after the date the threshold was reached or the payment was made, whichever occurs later. Within 30 days after receipt of the report, state agencies, including the Public Utilities Commission, shall forward a copy of these reports to the Fair Political Practices Commission, and local agencies shall forward a copy of these reports to the officer with whom elected officers of that agency file their campaign statements.

(b) The reporting requirement imposed by this section applies to a behested payment that satisfies each of the following:

(1) The payment is made at the behest of an elected officer or member of the Public Utilities Commission.

(2) The behesting elected officer or member of the Public Utilities Commission does not provide full and adequate consideration in exchange for the payment.

(3) The payment is made principally for a legislative, governmental, or charitable purpose.

(4) If made principally for a legislative or governmental purpose, the payment is made by a person other than a state, local, or federal governmental agency.

History: Added by Stats. 2017, Ch. 749.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18225.7, 18424, 18424.1, 18424.2, 18424.3

*Section 84224 was amended by SB 1239 (Stats. 2018, Ch. 662) with a delayed operation date conditioned upon the Secretary of State certifying an online filing and disclosure system under 84602 (b)(7). For more information, please refer to Appendix V.

§ 84225. Public Employees' Retirement Board and Teachers' Retirement Board Candidates.

The provisions of this title apply to candidates for election to the Board of Administration of the Public Employees' Retirement System or the Teachers' Retirement Board, and to committees formed or existing primarily to support or oppose those candidates. The Commission may adopt regulations to tailor the reporting and disclosure requirements for these candidates and committees consistent with the purposes and provisions of this title.

History: Added by Stats. 1998, Ch. 923; amended by Stats. 2010; Ch. 18, repealed and added by Stats. 2010, Ch. 633.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18451

§ 84226. Electronic Filing for Elected Local Government Officers and Candidates for Elective Local Government Office.

(a) This section applies to any elected local government officer or candidate for elective local government office who meets both of the following criteria:

(1) The officer or candidate is required to file a statement, report, or other document required by this chapter, with their local filing officer or otherwise, but whose filing requirements do not include filing with the Secretary of State.

(2) The officer or candidate has received campaign contributions to support their candidacy for office in an upcoming election that equal or exceed fifteen thousand dollars (\$15,000).

(b) (1) Notwithstanding any other law, and subject to paragraph (2) of this subdivision and subdivisions (c) and (d), an elected local government officer or candidate for elective local government office specified in subdivision (a) shall, in addition to filing with any other person required by

§ 84250. Applicability to LAFCO
Proposals.

45

§ 84300. Cash and In-Kind Contributions;
Cash Expenditures.

this title, file a copy of a statement, report, or other document specified in Section 84200, 84200.5, 84203, or 84204 online or electronically with the Secretary of State through the online filing and disclosure system specified in subdivision (b) of Section 84602.

(2) An elected local government officer or candidate for elective local government office specified in subdivision (a) is required to file a copy of a statement, report, or other document online or electronically with the Secretary of State pursuant to paragraph (1) only if the persons specified in subdivisions (a) and (e) of Section 84215 are also required to file that same category of statement, report, or other document online or electronically with the Secretary of State.

(c) By the first January 1st after the date the Secretary of State certifies an online filing and disclosure system pursuant to paragraph (7) of subdivision (b) of Section 84602, the Secretary of State shall submit a report to the Legislature in compliance with Section 9795 that specifies the changes to that system, if any, that are required to accommodate filings by local officers and candidates pursuant to this section. The report shall include a date by which the Secretary of State expects to certify that those changes have been made. In preparing this report, the Secretary of State shall consult with the Fair Political Practices Commission and the Department of Technology.

(d) Subdivisions (a) and (b) shall become operative on the first January 1st after the date the Secretary of State certifies that the changes specified in the report described in subdivision (c) have been made.

History: Added by Stats. 2022, Ch. 500.

Article 2.5. LAFCO Proposal Requirements.
§ 84250 – 84252

§ 84250.	Applicability to LAFCO Proposals.....	45
§ 84251.	Payment for Political Purposes.....	45
§ 84252.	Campaign Reporting.....	45

§ 84250. Applicability to LAFCO Proposals.

All requirements of this title applicable to a measure, as defined in Section 82043, also apply to a LAFCO proposal, as defined in Section 82035.5, except as set forth in Section 84252.

History: Added by Stats. 2008, Ch. 192.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Section 18417

§ 84251. Payment for Political Purposes.

A payment made for “political purposes,” as that term is used in Sections 82015 and 82025, includes a payment made for the purpose of influencing or attempting to influence the actions of voters or a local agency formation commission for or against the qualification, adoption, or passage of a LAFCO proposal.

History: Added by Stats. 2008, Ch. 192.

§ 84252. Campaign Reporting.

A committee primarily formed to support or oppose a LAFCO proposal shall file all statements required under this

chapter except that, in lieu of the statements required by Sections 84200 and 84202.3, the committee shall file monthly campaign statements from the time circulation of a petition begins until a measure is placed on the ballot or, if a measure is not placed on the ballot, until the committee is terminated pursuant to Section 84214. The committee shall file an original and one copy of each statement on the 15th day of each calendar month, covering the prior calendar month, with the clerk of the county in which the measure may be voted on. If the petition results in a measure that is placed on the ballot, the committee thereafter shall file campaign statements required by this chapter.

History: Added by Stats. 2008, Ch. 192; amended by Stats. 2019, Ch. 315.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Section 18417

Article 3. Prohibitions.
§ 84300 – 84310

§ 84300.	Cash and In-Kind Contributions; Cash Expenditures.....	45
§ 84301.	Contributions Made Under Legal Name.....	46
§ 84302.	Contributions by Intermediary or Agent.....	46
§ 84303.	Expenditure by Agent or Independent Contractor.....	46
§ 84304.	Anonymous Contributions; Prohibition.....	46
§ 84305.	Requirements for Mass Mailing.....	46
§ 84305.5.	Slate Mailer Identification and Disclosure Requirements.....	47
§ 84305.7.	Slate Mailer Requirements; Use of Logos or “Public Safety” Names.....	48
§ 84306.	Contributions Received by Agents of Candidates or Committees.....	49
§ 84307.	Commingling with Personal Funds.....	49
§ 84307.5.	Payments Made to a Spouse or Domestic Partner.....	49
§ 84308.	Contributions to Officers; Disqualification.....	49
§ 84309.	Transmittal of Campaign Contributions in State Office Buildings; Prohibition.....	50
§ 84310.	Identification Requirements for Telephone Calls.....	50

§ 84300. Cash and In-Kind Contributions; Cash Expenditures.

(a) No contribution of one hundred dollars (\$100) or more shall be made or received in cash.

A cash contribution shall not be deemed received if it is not negotiated or deposited and is returned to the contributor before the closing date of the campaign statement on which the contribution would otherwise be reported. If a cash contribution, other than a late contribution, as defined in Section 82036, is negotiated or deposited, it shall not be deemed received if it is refunded within 72 hours of receipt. In the case of a late contribution, as defined in Section 82036, it shall not be deemed received if it is returned to the contributor within 48 hours of receipt.

(b) No expenditure of one hundred dollars (\$100) or more shall be made in cash.

(c) No contribution of one hundred dollars (\$100) or more other than an in-kind contribution shall be made unless in the form of a written instrument containing the name of the donor and the name of the payee and drawn from the account of the donor or the intermediary, as defined in Section 84302.

(d) The value of all in-kind contributions of one hundred dollars (\$100) or more shall be reported in writing to the recipient upon the request in writing of the recipient.

History: Amended by Stats. 1977, Ch. 1213; amended by Stats. 1978, Ch. 650; repealed and reenacted as amended by Stats. 1979, Ch. 779; amended by Stats. 1980, Ch. 759; amended by Stats. 1996, Ch. 898.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18215.4

§ 84301. Contributions Made Under Legal Name.

No contribution shall be made, directly or indirectly, by any person in a name other than the name by which such person is identified for legal purposes.

§ 84302. Contributions by Intermediary or Agent.

A person shall not make a contribution on behalf of another, or while acting as the intermediary or agent of another, without disclosing to the recipient of the contribution both that person's own full name and street address, occupation, and the name of that person's employer, if any, or that person's principal place of business if that person is self-employed, and the full name and street address, occupation, and the name of employer, if any, or principal place of business if self-employed, of the other person for whom the contribution is made. The recipient of the contribution shall include in the recipient's campaign statement the full name and street address, occupation, and the name of the employer, if any, or the principal place of business if self-employed, of both the intermediary and the contributor.

History: Amended by Stats. 2021, Ch. 50.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18402.2, 18432.5

§ 84303. Expenditure by Agent or Independent Contractor.

(a) An expenditure of five hundred dollars (\$500) or more shall not be made, other than for overhead or normal operating expenses, by an agent or independent contractor, including, but not limited to, an advertising agency, on behalf of or for the benefit of a candidate or committee unless it is reported by the candidate or committee as if the expenditure were made directly by the candidate or committee.

(b) A subagent or subcontractor who provides goods or services to or for the benefit of a candidate or committee shall make known to the agent or independent contractor all of the information required to be reported by this section, and the agent or independent contractor shall then make known to the candidate or committee all of the information required to be reported by this section no later than three working days prior to the time the campaign statement reporting the expenditure is required to be filed, except that an expenditure that is required to be reported by Section 84203

or 84204 shall be reported to the candidate or committee within 24 hours of the time that it is made.

History: Amended by Stats. 1984, Ch. 161; amended by Stats. 2000, Ch. 853; amended by Stats. 2013, Ch. 9, effective July 1, 2014.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18421.5, 18421.7, 18421.8, 18421.9, 18421.11, 18431

§ 84304. Anonymous Contributions; Prohibition.

No person shall make an anonymous contribution or contributions to a candidate, committee or any other person totaling one hundred dollars (\$100) or more in a calendar year. An anonymous contribution of one hundred dollars (\$100) or more shall not be kept by the intended recipient but instead shall be promptly paid to the Secretary of State for deposit in the General Fund of the state.

History: Amended by Stats. 1978, Ch. 650.

§ 84305. Requirements for Mass Mailing.

(a)(1) Except as provided in subdivision (b), a candidate, candidate controlled committee established for an elective office for the controlling candidate, or political party committee shall not send a mass mailing unless the name, street address, and city of the candidate or committee are shown on the outside of each piece of mail in the mass mailing and on at least one of the inserts included within each piece of mail of the mailing in no less than 6-point type that is in a color or print that contrasts with the background so as to be easily legible. A post office box may be stated in lieu of a street address if the candidate's, candidate controlled committee established for an elective office for the controlling candidate's, or political party committee's address is a matter of public record with the Secretary of State.

(2) Except as provided in subdivision (b), a committee, other than a candidate controlled committee established for an elective office for the controlling candidate or a political party committee, shall not send a mass mailing that is not required to include a disclosure pursuant to Section 84504.2 unless the name, street address, and city of the committee is shown on the outside of each piece of mail in the mass mailing and on at least one of the inserts included within each piece of mail of the mailing in no less than 6-point type that is in a color or print that contrasts with the background so as to be easily legible. A post office box may be stated in lieu of a street address if the committee's address is a matter of public record with the Secretary of State.

(b) If the sender of the mass mailing is a single candidate or committee, the name, street address, and city of the candidate or committee need only be shown on the outside of each piece of mail.

(c)(1) A candidate, candidate controlled committee established for an elective office for the controlling candidate, or political party committee shall not send a mass electronic mailing unless the name of the candidate or committee is shown in the electronic mailing preceded by the words "Paid for by" in at least the same size font as a majority of the text in the electronic mailing.

§ 84305.5. Slate Mailer
Identification and Disclosure
Requirements.

47

§ 84305.5. Slate Mailer Identification
and Disclosure Requirements.

(2) A committee, other than a candidate controlled committee established for an elective office for the controlling candidate or a political party committee, shall not send a mass electronic mailing that is not required to include a disclosure pursuant to Section 84502 or 84504.3 unless the name of the committee is shown in the electronic mailing preceded by the words "Paid for by" in at least the same size font as a majority of the text in the electronic mailing.

(d) If the sender of a mass mailing is a controlled committee, the name of the person controlling the committee shall be included in addition to the information required by subdivision (a) or (c).

(e) For purposes of this section, the following terms have the following meanings:

(1) "Mass electronic mailing" means sending more than 200 substantially similar pieces of electronic mail within a calendar month. "Mass electronic mailing" does not include a communication that was solicited by the recipient, including, but not limited to, acknowledgments for contributions or information that the recipient communicated to the organization.

(2) "Sender" means the candidate, candidate controlled committee established for an elective office for the controlling candidate, or political party committee who pays for the largest portion of expenditures attributable to the designing, printing, and posting of the mailing which are reportable pursuant to Sections 84200 to 84216.5, inclusive.

(3) To "pay for" a share of the cost of a mass mailing means to make, to promise to make, or to incur an obligation to make, any payment: (A) to any person for the design, printing, postage, materials, or other costs of the mailing, including salaries, fees, or commissions, or (B) as a fee or other consideration for an endorsement or, in the case of a ballot measure, support or opposition, in the mailing.

(f) This section does not apply to a mass mailing or mass electronic mailing that is paid for by an independent expenditure.

History: Amended by Stats. 1975, Ch. 915, effective September 20, 1975, operative January 7, 1975; amended by Stats. 1976, Ch. 1106; amended by Stats. 1977, Ch. 230, effective July 7, 1977; amended by Stats. 1978, Ch. 1408, effective October 1, 1978; amended by Stats. 1984, Ch. 1368; amended by Stats. 1989, Ch. 764; amended by Stats. 2017, Ch. 546; amended by Stats. 2019, Ch. 315; amended by Stats. 2019, Ch. 558.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18435, 18531.5

Opinions: In re Kaufman (2018) FPPC Ops. No. O-18-001
In re Juvinal, Stull, Republican Central Committee of
Orange County, Tuteur (1976) 2 FPPC Ops. 110
In re Sobieski (1976) 2 FPPC Ops. 73
In re Valdez (1976) 2 FPPC Ops. 21

§ 84305.5. Slate Mailer Identification and Disclosure Requirements.

(a) No slate mailer organization or committee primarily formed to support or oppose one or more ballot measures shall send a slate mailer unless:

(1) The name, street address, and city of the slate mailer organization or committee primarily formed to support or oppose one or more ballot measures are shown on the

outside of each piece of slate mail and on at least one of the inserts included with each piece of slate mail in no less than 8-point roman type which shall be in a color or print which contrasts with the background so as to be easily legible. A post office box may be stated in lieu of a street address if the street address of the slate mailer organization or the committee primarily formed to support or oppose one or more ballot measure is a matter of public record with the Secretary of State's Political Reform Division.

(2) At the top or bottom of the front side or surface of at least one insert or at the top or bottom of one side or surface of a postcard or other self-mailer, there is a notice in at least 8-point roman boldface type, which shall be in a color or print which contrasts with the background so as to be easily legible, and in a printed or drawn box and set apart from any other printed matter. The notice shall consist of the following statement:

NOTICE TO VOTERS

THIS DOCUMENT WAS PREPARED BY (name of slate mailer organization or committee primarily formed to support or oppose one or more ballot measures), NOT AN OFFICIAL POLITICAL PARTY ORGANIZATION. Appearance in this mailer does not necessarily imply endorsement of others appearing in this mailer, nor does it imply endorsement of, or opposition to, any issues set forth in this mailer. Appearance is paid for and authorized by each candidate and ballot measure which is designated by an *.

(3) The name, street address, and city of the slate mailer organization or committee primarily formed to support or oppose one or more ballot measures as required by paragraph (1) and the notice required by paragraph (2) may appear on the same side or surface of an insert.

(4) Each candidate and each ballot measure that has paid to appear in the slate mailer is designated by an *. Any candidate or ballot measure that has not paid to appear in the slate mailer is not designated by an *.

The * required by this subdivision shall be of the same type size, type style, color or contrast, and legibility as is used for the name of the candidate or the ballot measure name or number and position advocated to which the * designation applies except that in no case shall the * be required to be larger than 10-point boldface type. The designation shall immediately follow the name of the candidate, or the name or number and position advocated on the ballot measure where the designation appears in the slate of candidates and measures. If there is no slate listing, the designation shall appear at least once in at least 8-point boldface type, immediately following the name of the candidate, or the name or number and position advocated on the ballot measure.

(5) The name of any candidate appearing in the slate mailer who is a member of a political party differing from the political party which the mailer appears by representation or indicia to represent is accompanied, immediately below the name, by the party designation of the candidate, in

no less than 9-point roman type which shall be in a color or print that contrasts with the background so as to be easily legible. The designation shall not be required in the case of candidates for nonpartisan office.

(b) For purposes of the designations required by paragraph (4) of subdivision (a), the payment of any sum made reportable by subdivision (c) of Section 84219 by or at the behest of a candidate or committee, whose name or position appears in the mailer, to the slate mailer organization or committee primarily formed to support or oppose one or more ballot measures, shall constitute a payment to appear, requiring the * designation. The payment shall also be deemed to constitute authorization to appear in the mailer.

History: Added by Stats. 1987, Ch. 905; amended by Stats. 1991, Ch. 403; amended by Stats. 1992, Ch. 1143; amended by Stats. 1993, Ch. 472; amended by Stats. 1994, Ch. 923; amended by Stats. 1996, Ch. 893; amended by Proposition 208 of the November 1996 Statewide General Election; Proposition 208 version preliminarily enjoined January 6, 1998; Proposition 208 version permanently enjoined March 1, 2001; pre-Proposition 208 version revived by operation of law; On September 20, 2002, the Federal District Court for the Eastern District of California issued a preliminary injunction prohibiting the FPPC from enforcing this subdivision against the slate mail organizations which had sought the injunction; repealed and new section added by Stats. 2004, Ch. 478, effective September 10, 2004.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18229.1, 18401.1, 18435.5

§ 84305.7. Slate Mailer Requirements; Use of Logos or “Public Safety” Names.

(a) If a slate mailer organization sends a slate mailer or other mass mailing that displays a logo, insignia, emblem, or trademark that is identical or substantially similar to the logo, insignia, emblem, or trademark of a governmental agency, and that would reasonably be understood to imply the participation or endorsement of that governmental agency, the slate mailer organization shall obtain express written consent from the governmental agency associated with the logo, insignia, emblem, or trademark prior to using the logo, insignia, emblem, or trademark in the slate mailer or other mass mailing.

(b) If a slate mailer organization sends a slate mailer or other mass mailing that displays a logo, insignia, emblem, or trademark that is identical or substantially similar to the logo, insignia, emblem, or trademark of a nongovernmental organization that represents law enforcement, firefighting, emergency medical, or other public safety personnel, and that would reasonably be understood to imply the participation or endorsement of that nongovernmental organization, the slate mailer organization shall obtain express written consent from the nongovernmental organization associated with the logo, insignia, emblem, or trademark prior to using the logo, insignia, emblem, or trademark in the slate mailer or other mass mailing.

(c) If a slate mailer organization sends a slate mailer or other mass mailing that identifies itself or its source material as representing a nongovernmental organization with a name that includes the term “peace officer,” “reserve officer,” “deputy,” “deputy sheriff,” “sheriff,” “police,” “highway

patrol,” “California Highway Patrol,” “law enforcement,” “firefighter,” “fire marshal,” “paramedic,” “emergency medical technician,” “public safety,” or any other term that would reasonably be understood to imply that the nongovernmental organization is composed of, represents, or is affiliated with, law enforcement, firefighting, emergency medical, or other public safety personnel, the slate mailer or mass mailing shall disclose the total number of law enforcement, firefighting, emergency medical, or other public safety members in the nongovernmental organization identified in the slate mailer or mass mailing, as provided in paragraph (1) of subdivision (d). If the slate mailer organization is not composed of or does not represent any members who are law enforcement, firefighting, emergency medical, or other public safety personnel, the slate mailer or mass mailing shall disclose that the slate mailer organization does not represent public safety personnel, as provided in paragraph (2) of subdivision (d).

(d) A disclosure pursuant to subdivision (c) shall include one of the following statements:

(1) If the slate mailer organization represents public safety personnel members: “This organization represents _____ public safety personnel.” The slate mailer organization shall fill in the blank part of the statement with the number of public safety personnel members it represents.

(2) If the slate mailer organization does not represent public safety personnel members: “This organization does not represent any public safety personnel.”

(e) A disclosure pursuant to subdivision (d) shall be in a format that satisfies all of the following:

(1) Printed in roman type that is no less than 14-point font.

(2) Located on the outside of the slate mailer or mass mailing within one-half of an inch of the recipient’s name and address.

(3) Contained in a box with an outline that has a line weight of at least 3.25 pt. The background color of the box shall be in a contrasting color to the background of the slate mailer or mass mailing. The outline of the box shall be in a contrasting color to both the background color of the mailing and the background color of the box. The color of the text of the disclosure shall be in a contrasting color to the background color of the box.

(f)(1) For purposes of subdivision (c), “member” means any of the following:

(A) A person who, pursuant to a specific provision of an organization’s articles or bylaws, may vote directly or indirectly for the election of a director or officer or for the disposition of all or substantially all of the assets of the organization in a merger or dissolution.

(B) A person designated as a member in the articles or bylaws of an organization that is tax exempt under Section 501(c) of the Internal Revenue Code (26 U.S.C. Sec. 501(c)) and who has the right to vote to change the organization’s articles or bylaws or has paid dues to the organization.

(C) Members of a local union are considered to be members of any national or international union of which the

local union is a part and of any federation with which the local, national, or international union is affiliated.

History: Added by Stats. 2012, Ch. 865; Amended by Stats. 2017, Ch. 855.

§ 84306. Contributions Received by Agents of Candidates or Committees.

All contributions received by a person acting as an agent of a candidate shall be reported promptly to the candidate or any of the candidate's designated agents. All contributions received by a person acting as an agent of a committee shall be reported promptly to the committee's treasurer or any of the treasurer's designated agents. "Promptly" as used in this section means not later than the closing date of any campaign statement the committee or candidate for whom the contribution is intended is required to file.

History: Added by Stats. 1979, Ch. 779; amended by Stats. 2021, Ch. 50.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18421.1, 18421.3, 18421.31

§ 84307. Commingling with Personal Funds.

No contribution shall be commingled with the personal funds of the recipient or any other person.

History: Added by Stats. 1979, Ch. 779.

§ 84307.5. Payments Made to a Spouse or Domestic Partner.

A spouse or domestic partner of an elected officer or a candidate for elective office shall not receive, in exchange for services rendered, compensation from campaign funds held by a controlled committee of the elected officer or candidate for elective office.

History: Added by Stats. 2009, Ch. 360; amended by Stats. 2014, Ch. 902.

§ 84308. Contributions to Officers; Disqualification.

(a) The definitions set forth in this subdivision shall govern the interpretation of this section.

(1) "Party" means any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.

(2) "Participant" means 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, as described in Article 1 (commencing with Section 87100) of Chapter 7. 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.

(3) "Agency" means an agency as defined in Section 82003 except that it does not include the courts or any agency in the judicial branch of government, the Legislature, the Board of Equalization, or constitutional officers. However, this section applies to any person who is a member of an exempted agency but is acting as a voting member of another agency.

(4) "Officer" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency.

(5) "License, permit, or other entitlement for use" means all business, professional, trade, and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts), and all franchises.

(6) "Contribution" includes contributions to candidates and committees in federal, state, or local elections.

(b) While a proceeding involving a license, permit, or other entitlement for use is pending, and for 12 months following the date a final decision is rendered in the proceeding, an officer of an agency shall not accept, solicit, or direct a contribution of more than two hundred fifty dollars (\$250) from any party or a party's agent, or from any participant or a participant's agent if the officer knows or has reason to know that the participant has a financial interest, as that term is used in Article 1 (commencing with Section 87100) of Chapter 7. This prohibition shall apply regardless of whether the officer accepts, solicits, or directs the contribution on the officer's own behalf, or on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

(c) Prior to rendering any decision in a proceeding involving a license, permit, or other entitlement for use pending before an agency, each officer of the agency who received a contribution within the preceding 12 months in an amount of more than two hundred fifty dollars (\$250) from a party or from any participant shall disclose that fact on the record of the proceeding. An officer of an agency shall not make, participate in making, or in any way attempt to use the officer's official position to influence the decision in a proceeding involving a license, permit, or other entitlement for use pending before the agency if the officer has willfully or knowingly received a contribution in an amount of more than two hundred fifty dollars (\$250) within the preceding 12 months from a party or a party's agent, or from any participant or a participant's agent if the officer knows or has reason to know that the participant has a financial interest in the decision, as that term is described with respect to public officials in Article 1 (commencing with Section 87100) of Chapter 7.

(d)(1) If an officer receives a contribution which would otherwise require disqualification under this section, and returns the contribution within 30 days from the time the officer knows, or should have known, about the contribution and the proceeding involving a license, permit, or other entitlement for use, the officer shall be permitted to participate in the proceeding.

(2) (A) Subject to subparagraph (B), if an officer accepts, solicits, or directs a contribution of more than two hundred fifty dollars (\$250) during the 12 months after the date a final decision is rendered in the proceeding in violation of subdivision (b), the officer may cure the violation by returning the contribution, or the portion of the contribution in excess of two hundred fifty dollars (\$250), within 14 days

of accepting, soliciting, or directing the contribution, whichever comes latest.

(B) An officer may cure a violation as specified in subparagraph (A) only if the officer did not knowingly and willfully accept, solicit, or direct the prohibited contribution.

(C) An officer's controlled committee, or the officer if no controlled committee exists, shall maintain records of curing any violation pursuant to this paragraph.

(e) (1) A party to a proceeding before an agency involving a license, permit, or other entitlement for use shall disclose on the record of the proceeding any contribution in an amount of more than two hundred fifty dollars (\$250) made within the preceding 12 months by the party or the party's agent.

(2) A party, or agent to a party, to a proceeding involving a license, permit, or other entitlement for use pending before any agency or a participant, or agent to a participant, in the proceeding shall not make a contribution of more than two hundred fifty dollars (\$250) to any officer of that agency during the proceeding and for 12 months following the date a final decision is rendered by the agency in the proceeding.

(3) When a closed corporation is a party to, or a participant in, a proceeding involving a license, permit, or other entitlement for use pending before an agency, the majority shareholder is subject to the disclosure and prohibition requirements specified in this section.

(f) This section shall not be construed to imply that any contribution subject to being reported under this title shall not be so reported.

History: Added by Stats. 1982, Ch. 1049; amended by Stats. 1984, Ch. 1681, effective September 30, 1984; amended by Stats. 1989, Ch. 764; amended by Stats. 2021, Ch. 50; amended by Stats. 2022, Ch. 848.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18438, 18438.1, 18438.2, 18438.3, 18438.4, 18438.5, 18438.6, 18438.7, 18438.8

Opinions: *In re Kendrick* (2022)
In re Curiel (1983) 8 FPCC Ops. 1

§ 84309. Transmittal of Campaign Contributions in State Office Buildings; Prohibition.

(a) No person shall receive or personally deliver or attempt to deliver a contribution in the State Capitol, in any state office building, or in any office for which the state pays the majority of the rent other than a legislative district office.

(b) For purposes of this section:

(1) "Personally deliver" means delivery of a contribution in person or causing a contribution to be delivered in person by an agent or intermediary.

(2) "Receive" includes the receipt of a campaign contribution delivered in person.

History: Added by Stats. 1982, Ch. 920.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18439

§ 84310. Identification Requirements for Telephone Calls.

(a) A candidate, candidate controlled committee established for an elective office for the controlling candidate, political party committee, or slate mailer organization shall not expend campaign funds, directly or indirectly, to pay for telephone calls that are similar in nature and aggregate 500 or more in number, made by an individual, or individuals, or by electronic means and that advocate support of, or opposition to, a candidate, ballot measure, or both, unless during the course of each call the name of the candidate, candidate controlled committee established for an elective office for the controlling candidate, political party committee, or slate mailer organization that authorized or paid for the call is disclosed to the recipient of the call. Unless the organization that authorized the call and in whose name it is placed has filing obligations under this title, and the name announced in the call either is the full name by which the organization or individual is identified in any statement or report required to be filed under this title or is the name by which the organization or individual is commonly known, the candidate, candidate controlled committee established for an elective office for the controlling candidate, political party committee, or slate mailer organization that paid for the call shall be disclosed. This section does not apply to telephone calls made by the candidate, the campaign manager, or individuals who are volunteers.

(b) Campaign and ballot measure committees are prohibited from contracting with any phone bank vendor that does not disclose the information required to be disclosed by subdivision (a).

(c) A candidate, committee, or slate mailer organization that pays for telephone calls as described in subdivision (a) shall maintain a record of the script of the call for the period of time set forth in Section 84104. If any of the calls qualifying under subdivision (a) were recorded messages, a copy of the recording shall be maintained for that period.

(d) This section does not apply to a telephone call that is paid for by an independent expenditure.

History: Added by Stats. 2006, Ch. 439; amended by stats. 2017, Ch. 546.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18440, 18531.5

Article 4. Exemptions.

§ 84400

§ 84400. Exemptions.

Notwithstanding any other provision of the law, the commission shall have no power to exempt any person, including any candidate or committee, from any of the requirements imposed by the provisions of this chapter.

History: Added by Stats. 1977, Ch. 403.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18401

Article 5. Disclosure in Advertisements.
§ 84501 – 84511

§ 84501.	Advertisement	51
§ 84501.1.	Prohibition on Commission Interpretation on Thresholds and Amounts.	52
§ 84502.	Disclosure; Committee Name.	52
§ 84503.	Top Contributor Disclosure.	53
§ 84504.	Disclosure; Radio and Telephone Ads.	53
§ 84504.1.	Disclosure; Video and Television Ads.	53
§ 84504.2.	Disclosure; Print Ads.*	54
§ 84504.3.	Disclosure; Electronic Media Ads.	54
§ 84504.4.	Disclosure; Radio, Television, and Social Media Ads; Political Parties and Candidates.....	55
§ 84504.5.	Disclosure; Independent Expenditure and Ballot Measure Ads; Political Parties and Candidates. 56	
§ 84504.6.	Disclosure; Online Platform.....	56
§ 84504.7.	Disclosure; Text Messages.....	57
§ 84504.8.	Merging Disclosures.	58
§ 84505.	Avoidance of Disclosure.	58
§ 84506.5.	Disclosure; Independent Expenditure Ads; Not Authorized by Candidate.	59
§ 84509.	Amended Disclosures.	59
§ 84510.	Remedies for Article Violations; Civil Action; Fines.....	59
§ 84511.	Ballot Measure Ads; Paid Spokesperson Disclosure.	59
§ 84512.	Business Entity Reports; Altered Search Results and Targeted Advertisements.....	60
§ 84513.	Disclosure; Third-Party Posts Paid for By Committee.....	60

§ 84501. Advertisement.

For purposes of this article, the following definitions apply:

(a)(1) “Advertisement” means any general or public communication that is authorized and paid for by a committee for the purpose of supporting or opposing a candidate or candidates for elective office or a ballot measure or ballot measures.

(2) “Advertisement” does not include any of the following:

(A) A communication from an organization, other than a political party, to its members.

(B) An electronic media communication addressed to recipients, such as email messages or text messages, from an organization to persons who have opted in or asked to receive messages from the organization. This subparagraph does not apply to a customer who has opted in to receive communications from a provider of goods or services, unless the customer has provided express approval to receive political messages from that provider of goods or services.

(C) Any communication that was solicited by the recipient, including, but not limited to, acknowledgments for contributions or information that the recipient communicated to the organization, or responses to an electronic message sent by the recipient to the same mobile number or email address.

(D) A campaign button smaller than 10 inches in diameter; a bumper sticker smaller than 60 square inches; or a

small tangible promotional item, such as a pen, pin, or key chain, upon which the disclosure required cannot be conveniently printed or displayed.

(E) Wearing apparel.

(F) Sky writing.

(G) Any other type of communication, as determined by regulations of the Commission, for which inclusion of the disclosures required by Sections 84502 to 84509, inclusive, is impracticable or would severely interfere with the committee’s ability to convey the intended message due to the nature of the technology used to make the communication.

(b) “Cumulative contributions” means the cumulative amount of contributions received by a committee beginning 12 months before the date of the expenditure and ending seven days before the time the advertisement is sent to the printer or broadcaster.

(c)(1) “Top contributors” means the persons from whom the committee paying for an advertisement has received its three highest cumulative contributions of fifty thousand dollars (\$50,000) or more.

(2) A tie between two or more contributors qualifying as top contributors shall be resolved by determining the contributor who made the most recent contribution to the committee, in which case the most recent contributor shall be listed before any other contributor of the same amount.

(3) If a committee primarily formed to support or oppose a state candidate or ballot measure contributes funds to another committee primarily formed to support or oppose the same state candidate or ballot measure and the funds used for the contribution were earmarked to support or oppose that candidate or ballot measure, the committee receiving the earmarked contribution shall disclose the contributors who earmarked their funds as the top contributor or contributors on the advertisement if the definition of top contributor provided for in paragraph (1) is otherwise met. If the committee receiving the earmarked contribution contributes any portion of the contribution to another committee primarily formed to support or oppose the specifically identified ballot measure or candidate, that committee shall disclose the true source of the contribution to the new committee receiving the earmarked funds. The new committee shall disclose the contributor on the new committee’s advertisements if the definition of top contributor provided for in paragraph (1) is otherwise met.

(A) The primarily formed committee making the earmarked contribution shall provide the primarily formed committee receiving the earmarked contribution with the name, address, occupation, and employer, if any, or principal place of business, if self-employed, of the contributor or contributors who earmarked their funds and the amount of the earmarked contribution from each contributor at the time the contribution is made. If the committee making the contribution received earmarked contributions that exceed the amount contributed or received contributions that were not earmarked, the committee making the contribution shall use a reasonable accounting method to determine which top contributors to identify pursuant to this subparagraph, but in no case shall the same contribution be disclosed more than one

time to avoid disclosure of additional contributors who earmarked their funds.

(B) The committee receiving the earmarked contribution may rely on the information provided pursuant to subparagraph (A) for purposes of complying with the disclosure required by Section 84503 and shall be considered in compliance with Section 84503 if the information provided pursuant to subparagraph (A) is disclosed as otherwise required.

(C) For purposes of this paragraph, funds are considered “earmarked” if any of the circumstances described in subdivision (b) of Section 85704 apply.

(4) If an advertisement paid for by a committee supports or opposes a candidate, the determination of top contributors pursuant to paragraphs (1) and (2) shall not include any nonprofit organization exempt from federal income taxation pursuant to Section 501(c)(3) of the United States Internal Revenue Code or any person who has prohibited in writing the use of that person’s contributions to support or oppose candidates if the committee does not use such contributions to support or oppose candidates.

History: Added by Proposition 208 of the November 1996 Statewide General Election; Amended by Stats. 2017, Ch. 546; amended by Stats. 2018, Ch. 777; amended by Stats. 2019, Ch. 558.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18421.5, 18421.11, 18401, 18450.1, 18450.2, 18450.3, 18450.4, 18450.5, 18450.6, 18450.7, 18450.8, 18450.9, 18450.11

§ 84501.1. Prohibition on Commission Interpretation on Thresholds and Amounts.

The Commission shall not, by regulation, policy, opinion, or advice letter, construe or interpret any of Sections 82025, 84305, 84310, 84501 through 84511, inclusive, or Section 85704 as allowing the Commission to establish or maintain any thresholds in quantity or amount that are not specified in those sections. Unless otherwise specified in this title, those sections apply regardless of quantity or amount.

History: Added by Stats. 2018, Ch. 777.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18450.6

§ 84502. Disclosure; Committee Name.

(a)(1) Any advertisement not described in subdivision (b) of Section 84504.3 that is paid for by a committee pursuant to subdivision (a) of Section 82013, other than a political party committee or a candidate controlled committee established for an elective office of the controlling candidate, shall include the words “Ad paid for by” followed by the name of the committee as it appears on the most recent Statement of Organization filed pursuant to Section 84101.

(2) Any advertisement not described in subdivision (b) of Section 84504.3 that is paid for by a committee pursuant to subdivision (a) of Section 82013 that is a political party committee or a candidate controlled committee established for an elective office of the controlling candidate shall include the words “Ad paid for by” followed by the name of the committee as it appears on the most recent Statement of

Organization filed pursuant to Section 84101 if the advertisement is any of the following:

(A) Paid for by an independent expenditure.

(B) An advertisement supporting or opposing a ballot measure.

(C) A radio or television advertisement.

(D) A text message advertisement that is required to include a disclosure pursuant to Section 84504.7.

(b) Any advertisement not described in subdivision (b) of Section 84504.3 that is paid for by a committee pursuant to subdivision (b) or (c) of Section 82013 shall include the words “Ad paid for by” followed by the name that the filer is required to use on campaign statements pursuant to subdivision (o) of Section 84211.

(c) Notwithstanding subdivisions (a) and (b), if an advertisement is a printed letter, internet website, or email message, the text described in subdivisions (a) and (b) may include the words “Paid for by” instead of “Ad paid for by.”

(d) Notwithstanding subdivisions (a) and (b), if an advertisement is a text message, the text described in subdivisions (a) and (b) may include the words “Paid for by” or “With,” instead of “Ad paid for by.”

(e) Notwithstanding subdivision (a), if an advertisement is a video advertisement that is disseminated over the internet, is a print advertisement that is larger than those designed to be individually distributed subject to subdivision (b) of Section 84504.2, is an electronic media advertisement subject to subdivision (b) of Section 84504.3, or is a text message advertisement subject to Section 84504.7, then the text for the name of the committee may be shortened by either of the following:

(1) Displaying only enough of the first part of the committee name to uniquely identify the committee. If the committee is a sponsored committee, then the name displayed must include the portion of the committee name that identifies the sponsor or sponsors, unless all of the sponsors are disclosed on the ad as top contributors as required by Section 84503. For example, if ACME Corporation is not listed as a top contributor, then a committee named “Yes on 99, Californians for a Better Tomorrow, a coalition of X, Y, and Z. Sponsored by ACME Corporation” may be disclosed as only “Yes on 99, Californians for a Better Tomorrow. Sponsored by ACME Corporation.”

(2) If the advertisement is paid for by a committee that has top contributors and is subject to Section 84503, then the committee name may be replaced by displaying the words “Committee ID” followed by the committee’s identification number.

History: Added by Proposition 208 of the November 1996 Statewide General Election; amended by Stats. 2004, Ch. 478, effective September 10, 2004, repealed and added by Stats. 2017, Ch. 546; amended by Stats. 2018, Ch. 777; amended by Stats. 2019, Ch. 555; amended by Stats. 2022, Ch. 887.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18421.5, 18450.1, 18450.2, 18450.4, 18450.6, 18450.7, 18450.9, 18531.5

§ 84503. Top Contributor Disclosure.

(a) Any advertisement not described in subdivision (b) of Section 84504.3 that is paid for by a committee pursuant to subdivision (a) of Section 82013, other than a political party committee or a candidate controlled committee established for an elective office of the controlling candidate, shall include the words “Ad Committee’s Top Funders” unless only one contributor qualifies as a top contributor, in which case the advertisement shall include the words “Ad Committee’s Top Funder.” These words shall be followed by the names of the top contributors to the committee paying for the advertisement. If fewer than three contributors qualify as top contributors, only those contributors that qualify shall be disclosed pursuant to this section. If there are no contributors that qualify as top contributors, this disclosure is not required.

(b) The disclosure of a top contributor pursuant to this section shall not include terms such as “incorporated,” “committee,” “political action committee,” or “corporation,” or abbreviations of these terms, unless the term is part of the contributor’s name in common usage or parlance.

(c) If this article requires the disclosure of the name of a top contributor that is a committee pursuant to subdivision (a) of Section 82013 and is a sponsored committee pursuant to Section 82048.7 with a single sponsor, only the name of the single sponsoring organization shall be disclosed.

(d) This section does not apply to a committee as defined by subdivision (b) or (c) of Section 82013.

(e) Notwithstanding subdivision (a), if an advertisement is a printed letter, internet website, email message, or text message, the text described in subdivision (a) may include the words “Committee Top Funders” or “Committee Top Funder” instead of “Ad Committee’s Top Funders” or “Ad Committee’s Top Funder.”

History: Added by Proposition 208 of the November 1996 Statewide General Election; preliminarily enjoined January 6, 1998; permanently enjoined March 1, 2001, as applied to slate mailers only; repealed and added by Stats. 2017, Ch. 546; amended by Stats. 2019, Ch. 558; amended by Stats. 2022, Ch. 887.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18402, 18421.5, 18450.1, 18450.3, 18450.4, 18450.5, 18450.6, 18450.7, 18450.9, 18531.5

§ 84504. Disclosure; Radio and Telephone Ads.

(a) An advertisement paid for by a committee, other than a political party committee or a candidate controlled committee established for an elective office of the controlling candidate, that is disseminated over the radio or by telephonic means shall include the disclosures required by Sections 84502, 84503, and 84506.5 at the beginning or end of the advertisement, read in a clearly spoken manner and in a pitch and tone substantially similar to the rest of the advertisement, and shall last no less than three seconds.

(b) Notwithstanding the definition of “top contributors” in paragraph (1) of subdivision (c) of Section 84501, radio and prerecorded telephonic advertisements shall disclose only the top two contributors of fifty thousand dollars (\$50,000) or more unless the advertisement lasts 15 seconds or less or the disclosure statement would last more than eight

seconds, in which case only the single top contributor of fifty thousand dollars (\$50,000) or more shall be disclosed.

History: Added by Proposition 208 of the November 1996 Statewide General Election; repealed and added by Stats. 2017, Ch. 546

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18450.1, 18450.5, 18450.6, 18450.8, 18521.5, 18531.5

§ 84504.1. Disclosure; Video and Television Ads.

(a) An advertisement paid for by a committee, other than a political party committee or a candidate controlled committee established for an elective office of the controlling candidate, that is disseminated as a video, including advertisements on television and videos disseminated over the Internet, shall include the disclosures required by Sections 84502 and 84503 at the beginning or end of the advertisement.

(b) The disclosure required by subdivision (a) shall be written and displayed for at least five seconds of a broadcast of 30 seconds or less or for at least 10 seconds of a broadcast that lasts longer than 30 seconds.

(1) The written disclosure required by subdivision (a) shall appear on a solid black background on the entire bottom one-third of the television or video display screen, or bottom one-fourth of the screen if the committee does not have or is otherwise not required to list top contributors, and shall be in a contrasting color in standard Arial Regular type, and the type size for capital letters in the written disclosure shall be 4 percent of the height or width of the television or video display advertisement, whichever is less.

(2) The disclosures required by Section 84502 shall be white. The disclosures required by Section 84503, if any, shall be yellow, such as HTML hex value #FFFF00, and shall be separated from the disclosures required by Section 84503 by a blank horizontal space at least 2 percent of the height of the television or video display screen. The top contributors, if any, shall each be disclosed on a separate horizontal line separate from any other text, in descending order, beginning with the top contributor who made the largest cumulative contributions on the first line. All disclosure text shall be centered horizontally in the disclosure area. If there are any top contributors, the written disclosures shall be underlined in a manner clearly visible to the average viewer, except for the names of the top contributors, if any.

(3) The names of the top contributors shall not have their type condensed or have the spacing between characters reduced to be narrower than a normal non-condensed standard Arial Regular type.

(4) If the name of one or more top contributor exceeds the width of the screen and is required to wrap onto a second line, then the names of contributors shall be clearly marked, using a highly visible symbol or minimum vertical separation defined by the Commission, to indicate where one top contributor name ends and the next begins.

(c) An advertisement that is an independent expenditure supporting or opposing a candidate shall include the appropriate statement from Section 84506.5 printed immediately above the background with sufficient contrast that is easily readable by the average viewer.

(d) Any text or image not required in this section shall not appear in the disclosure area, except as provided in Section 84504.8 and as otherwise authorized or required by applicable law.

History: Added by Stats. 2017, Ch. 546; amended by Stats. 2018, Ch. 777; amended by Stats. 2022, Ch. 887.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Section 18421.5, 18450.1, 18450.4, 18450.6, 18531.5

§ 84504.2. Disclosure; Print Ads.*

(a) A print advertisement paid for by a committee, other than a political party committee or a candidate controlled committee established for an elective office of the controlling candidate, shall include the disclosures required by Sections 84502, 84503, and 84506.5, displayed as follows:

(1) The disclosure area shall have a solid white background and shall be in a printed or drawn box on the bottom of at least one page that is set apart from any other printed matter. All text in the disclosure area shall be in contrasting color and centered horizontally in the disclosure area.

(2) The text shall be in an Arial equivalent type with a type size of at least 10-point for printed advertisements designed to be individually distributed, including, but not limited to, mailers, flyers, and door hangers.

(3) The top of the disclosure area shall include the disclosure required by Sections 84502 and 84503. The text of the disclosure shall be underlined if there are any top contributors.

(4) The top contributors, if any, shall each be disclosed on a separate horizontal line separate from any other text, in descending order, beginning with the top contributor who made the largest cumulative contributions on the first line. The name of each of the top contributors shall be centered horizontally in the disclosure area and shall not be underlined. The names of the top contributors shall not be printed in a type that is condensed to be narrower than a normal non-condensed Arial equivalent type.

(5) A committee subject to Section 84506.5 shall include the disclosure required by Section 84506.5, which shall be underlined and on a separate line below any of the top contributors.

(6) A committee subject to Section 84223 shall next include the text "Funding Details At [insert Commission Internet Web site]," which shall be underlined and printed on a line separate from any other text.

(b) Notwithstanding paragraphs (2) and (4) of subdivision (a), the disclosures required by Sections 84502, 84503, and 84506.5 on a printed advertisement that is larger than those designed to be individually distributed, including, but not limited to, yard signs or billboards, shall be in Arial equivalent type with a total height of at least 5 percent of the height of the advertisement, and printed on a solid background with sufficient contrast that is easily readable by the average viewer. The text may be adjusted so it does not appear on separate horizontal lines, with the top contributors separated by a comma.

(c) Notwithstanding the definition of "top contributors" in paragraph (1) of subdivision (c) of Section 84501, newspaper, magazine, or other public print advertisements that are 20 square inches or less shall be required to disclose only the single top contributor of fifty thousand dollars (\$50,000) or more.

History: Added by Stats. 2017, Ch. 546; amended by Stats. 2018, Ch. 777; amended by Stats. 2018, Ch. 92, amended by Stats. 2019, Ch. 558.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Section 18421.5, 18450.1, 18450.6, 18531.5

*Section 84504.2 was amended by SB 1239 (Stats. 2018, Ch. 662) with a delayed operation date conditioned upon the Secretary of State certifying an online filing and disclosure system under 84602 (b)(7). For more information, please refer to Appendix V.

§ 84504.3. Disclosure; Electronic Media Ads.

(a) This section applies to an electronic media advertisement if either of the following is true:

(1) The advertisement is paid for by a committee other than a political party committee or a candidate controlled committee established for an elective office of the controlling candidate.

(2) The advertisement is paid for by a political party committee or a candidate controlled committee established for an elective office of the controlling candidate, and is either of the following:

(A) Paid for by an independent expenditure.

(B) An advertisement supporting or opposing a ballot measure.

(b) An electronic media advertisement that is a graphic, image, animated graphic, or animated image that the online platform hosting the advertisement allows to link to an internet website paid for by a committee shall comply with both of the following:

(1) Unless the disclosure area described in paragraph (2) includes the full disclosure text required by Sections 84502, 84503, and 84506.5, the advertisement shall contain a hyperlink to an internet website containing the disclosures required by Sections 84502, 84503, and 84506.5 in a contrasting color and in no less than 11-point font.

(2) The advertisement shall include, for the duration of the advertisement, the disclosures required by Section 84502 followed by the disclosures required by Section 84503, if any, displayed according to the following:

(A) The disclosure area shall have a solid white or black background and shall be in a box on the bottom of the advertisement. The text in the disclosure area shall be in a contrasting color and in standard Arial Regular type with a type size of at least 11-point and shall not have its type condensed or have the spacing between characters reduced to be narrower than a normal non-condensed standard Arial Regular type.

(B) Notwithstanding Section 84503, the disclosure area may disclose only the largest top contributor to the committee paying for the advertisement, and the disclosure area may include the words "Top Funder" or "Top Funders" instead of "Ad Committee's Top Funders" or "Ad Committee's Top Funder."

(C) The disclosure required by Section 84506.5 may be displayed at the bottom of the disclosure box, separated from the disclosures required by Section 84503 by a blank horizontal line. This text is not required to be displayed in the disclosure area if the advertisement hyperlinks to a website containing the disclosures as described by paragraph (1).

(3) Notwithstanding paragraph (2), if the image takes up fewer than 65,000 square pixels, i.e., is smaller than a standard 728 by 90 pixel leaderboard image advertisement, then the disclosure area described in paragraph (2) may instead include the text “Who funded this ad?”. This text shall be in standard Arial Regular type with a type size of at least 8-point.

(4) Notwithstanding paragraphs (2) and (3), the disclosure area required by paragraph (2) is not required if it would take up more than 10 percent of the graphic or image even using the “Who funded this ad?” option allowed by paragraph (3). In those circumstances, the advertisement need only include a hyperlink to an internet website containing the disclosures required by Sections 84502, 84503, and 84506.5.

(5) Any text or image not required by this subdivision shall not appear in the disclosure area, except as provided in Section 84504.8 and as otherwise authorized or required by applicable law.

(c) Notwithstanding subdivision (a), an email message or internet website paid for by a committee shall include the disclosures required by Sections 84502, 84503, and 84506.5 printed clearly and legibly in a contrasting color and in no less than 8-point font at the top or bottom of the email message, or at the top or bottom of every publicly accessible page of the internet website, as applicable.

(d) An internet website that is linked as provided for in paragraph (1) of subdivision (b) shall remain online and available to the public until 30 days after the date of the election in which the candidate or ballot measure supported or opposed by the advertisement was voted upon.

(e) An advertisement made via a form of electronic media that is audio only and therefore cannot include either of the disclosures in subdivision (b) shall comply with the disclosure requirements for radio advertisements in Section 84504.

(f) An electronic media advertisement that is disseminated as a video shall comply with the disclosure requirements of Sections 84504.1 and 84504.5, depending on the type of committee that paid for it. If the video is longer than 30 seconds, the disclosures required by Sections 84504.1 and 84504.5 shall be made at the beginning of the advertisement.

(g) An advertisement in the form of a post, comment, or similar communication made via a form of electronic media that allows users to engage in discourse and post content, or any other type of social media, is not required to include the disclosure provided in subdivision (b) if both of the following apply:

(1) The advertisement was posted directly by the social media page or account of the committee that paid for the advertisement.

(2)(A) The disclosures required by Sections 84502, 84503, and 84506.5 are included on the cover or header photo of the committee’s profile, landing page, or similar location for the committee’s page or account from which the post, comment, or similar communication was made in a contrasting color that is easily readable by the average viewer and in no less than 10-point font. The disclosures specified in this subparagraph shall be fully visible on the cover or header photo when the profile, landing page, or similar location is viewed from any electronic device that is commonly used to view this form of electronic media, including, but not limited to, a computer screen, laptop, tablet, or smart phone.

(B) Notwithstanding subparagraph (A), if making the disclosures specified in subparagraph (A) fully visible on a commonly used electronic device would be impracticable, the cover or header photo of the profile, landing page, or similar location need only include a hyperlink, icon, button, or tab to an internet website containing the disclosures specified in subparagraph (A).

(h) The disclosures required by this section do not apply to advertisements made via social media for which the only expense or cost of the communication is compensated staff time unless the social media account where the content is posted was created only for the purpose of advertisements governed by this title.

History: Added by Stats. 2017, Ch. 546; amended by Stats. 2018, Ch. 777; amended by Stats. 2018, Ch. 92; amended by Stats. 2018, Ch. 754; amended by Stats. 2019, Ch. 558; amended by Stats. 2022, Ch. 887.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Section 18421.5, 18450.1, 18450.4, 18450.6, 18450.8, 18450.9, 18531.5

§ 84504.4. Disclosure; Radio, Television, and Social Media Ads; Political Parties and Candidates.

(a) A radio or television advertisement that is paid for by a political party or a candidate controlled committee established for an elective office of the controlling candidate, and that does not support or oppose a ballot measure and is not paid for by an independent expenditure, shall include the disclosure required by Section 84502 subject to the following requirements:

(1) In a radio advertisement, the words shall be included at the beginning or end of the advertisement and read in a clearly spoken manner and in a pitch and tone substantially similar to the rest of the advertisement.

(2) In a television advertisement, the words shall appear in writing for at least four seconds with letters in a type size that is greater than or equal to 4 percent of the height of the screen.

(b) An advertisement that is made via a form of electronic media that allows users to engage in discourse and post content, or any other type of social media, that is paid for by a political party or a candidate controlled committee established for an elective office of the controlling candidate, and that does not support or oppose a ballot measure

§ 84504.5. Disclosure;
Independent Expenditure and Ballot
Measure Ads; Political Parties and
Candidates.

56

§ 84504.6. Disclosure; Online Platform

and is not paid for by an independent expenditure, shall include the disclosure required by Section 84502 in accordance with subdivision (h) of Section 84504.3.

History: Added by Stats. 2017, Ch. 546; amended by Stats. 2018, Ch. 754.
References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Section 18421.5, 18450.1, 18450.4, 18450.6, 18450.8, 18450.9, 18531.5

§ 84504.5. Disclosure; Independent Expenditure and Ballot Measure Ads; Political Parties and Candidates.

An advertisement that is an independent expenditure and paid for by a political party or a candidate controlled committee established for an elective office of the controlling candidate shall include the disclosures required by Sections 84502 and 84506.5. An advertisement that supports or opposes a ballot measure and is paid for by a political party or a candidate controlled committee established for an elective office of the controlling candidate shall include the disclosure required by Section 84502. A disclosure that is included in an advertisement pursuant to this section is subject to the following requirements:

(a) A radio or telephone advertisement shall include the required disclosures at the beginning or end of the advertisement and be read in a clearly spoken manner and in a pitch and tone substantially similar to the rest of the advertisement, and shall last no less than three seconds.

(b) A video advertisement, including television and videos disseminated over the internet, shall include the required disclosures in writing at the beginning or end of the advertisement in a text that is of sufficient size to be readily legible to an average viewer and in a color that has a reasonable degree of contrast with the background of the advertisement for at least four seconds. The required disclosure must also be spoken during the advertisement if the written disclosure appears for less than five seconds of a broadcast of 30 seconds or less or for less than 10 seconds of a broadcast that lasts longer than 30 seconds.

(c)(1) A print advertisement shall include the required disclosures in no less than 10-point font and in a color that has a reasonable degree of contrast with the background of the advertisement.

(2) Notwithstanding paragraph (1), each line of the required disclosures on a print advertisement that is larger than those designed to be individually distributed, such as a yard sign or billboard, shall in total constitute no less than 5 percent of the total height of the advertisement and shall appear in a color that has a reasonable degree of contrast with the background of the advertisement.

(d) An electronic media advertisement shall include the disclosures required by Section 84504.3.

History: Added by Stats. 2017, Ch. 546; amended by Stats. 2018, Ch. 777.
References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Section 18421.5, 18450.1, 18450.4, 18450.6, 18450.8, 18450.9

§ 84504.6. Disclosure; Online Platform

(a) For purposes of this article, the following terms have the following meanings:

(1) "Online platform" means a public-facing internet website, web application, or digital application, including a social network, ad network, or search engine, that sells advertisements directly to advertisers. A public-facing internet website, web application, or digital application is not an online platform for purposes of this article to the extent that it displays advertisements that are sold directly to advertisers through another online platform.

(2)(A) "Online platform disclosed advertisement" means either of the following:

(i) A paid electronic media advertisement on an online platform made via a form of electronic media that allows users to engage in discourse and post content, or any other type of social media, for which the committee pays the online platform, unless all advertisements on the platform are video advertisements that can comply with Section 84504.1. Individual posts, comments, or other similar communications are not considered online platform disclosed advertisements if they are posted without payment to the online platform.

(ii) A paid electronic media advertisement on an online platform that is not any of the following:

(I) A graphic, image, animated graphic, or animated image that the online platform hosting the advertisement allows to hyperlink to an internet website containing required disclosures, as described in subdivision (b) of Section 84504.3.

(II) Video, audio, or email.

(B) Electronic media advertisements that are not online platform disclosed advertisements as defined in subparagraph (A) shall follow disclosure requirements for electronic media advertisements under Section 84504.3.

(b) A committee that disseminates an online platform disclosed advertisement shall do all of the following:

(1) Upon requesting the dissemination, expressly notify the online platform through which the advertisement would be disseminated, using the online platform's chosen notification method, that the advertisement is an advertisement as defined in Section 84501.

(2)(A) Provide the online platform with the disclosure name of the committee.

(B) For purposes of this section, "disclosure name" means the text required by Section 84503, followed by a colon, followed by, surrounded in quotation marks, the name of the committee as it appears on the most recent Statement of Organization filed pursuant to Section 84101 or the name that the filer is required to use on campaign statements pursuant to subdivision (o) of Section 84211. If no disclosure text is required by Section 84503, "disclosure name" means the name of the committee as it appears on the most recent Statement of Organization filed pursuant to Section 84101 or the name that the filer is required to use on campaign statements pursuant to subdivision (o) of Section 84211.

(C) If the disclosure name changes due to a change in

the top contributors or the name of the committee, the committee shall provide the online platform with an updated disclosure name within five business days.

(3) Provide the online platform with the name of the candidate to which the advertisement refers and the office to which the candidate is seeking election, as applicable, or number or letter of the ballot measure and the jurisdiction to which the advertisement refers.

(4) Provide the online platform with the name and identification number of the committee that paid for the advertisement.

(c) An online platform that disseminates a committee's online platform disclosed advertisement shall do one of the following:

(1) Display "Paid for by" or "Ad Paid for by" followed by the disclosure name provided by the committee, easily readable to the average viewer, located adjacent to any text stating that the advertisement is an advertisement or is promoted or sponsored. The online platform may display only one hundred or more characters of the disclosure name if it is followed by a "..." that is clearly clickable and that links to a page as described in paragraph (3).

(2) The online platform may instead display a hyperlink, icon, button, or tab with the text "Who funded this ad?," "Paid for by," or "Ad Paid for by" that is clearly clickable in the same or similar font and in at least the same font size as the online platform's text, and easily readable to the average viewer, stating that the advertisement is an advertisement or is promoted or sponsored, that links to a page as described in paragraph (3).

(3) Hyperlinks, icons, buttons, or tabs used for the purposes described in paragraphs (1) and (2) shall be linked to the profile or landing page of the committee that paid for the advertisement; to another page to which the average viewer would normally navigate to view additional information about a committee containing the disclosure name in a manner that is easily seen and readable by the average viewer; or to an internet website containing the disclosure required by subdivision (d) of Section 84504.3.

(d) An online platform that disseminates committees' online platform disclosed advertisements shall meet all of the following requirements:

(1) Maintain, and make available for online public inspection in a machine readable format, a record of any advertisement disseminated on the online platform by a committee that purchased five hundred dollars (\$500) or more in advertisements on the online platform during the preceding 12 months. Each record shall contain all of the following:

(A) A digital copy of the advertisement.

(B) The approximate number of views generated from the advertisement and the date and time that the advertisement was first displayed and last displayed.

(C) Information regarding the range charged or the total amount spent on the advertisement.

(D) The name of the candidate to which the advertisement refers and the office to which the candidate is seeking election, as applicable, or number or letter of the ballot measure and the jurisdiction to which the advertisement refers.

(E) The name and identification number of the committee that paid for the advertisement, if the committee is assigned an identification number.

(2) The information required under this subdivision shall be made available as soon as practicable and shall be retained by the online platform for no less than four years.

(3)(A) Display a prominent button, icon, tab, or hyperlink with the text "View Ads" or similar text in one of the following locations: (i) near the top of a profile, landing page, or similar location of a committee that paid for an advertisement in a position that the average viewer will readily see it upon viewing that page; (ii) on a page that displays the committee's profile information or biographical information; (iii) or on a page on which the average viewer would normally navigate to view additional information about a committee.

(B) The button, icon, tab, or hyperlink shall link to a page clearly showing all of the advertisement records required by paragraph (1).

(e) An online platform that creates a mechanism for a committee requesting dissemination of an online platform disclosed advertisement to expressly notify the online platform whether the advertisement is an advertisement as defined in Section 84501 and to provide all information necessary for the online platform to comply with the requirements of this section may rely in good faith on the information provided by the committee to the online platform to satisfy the online platform's obligations under subdivisions (c) and (d).

History: Added by Stats. 2018, Ch. 754; amended by Stats. 2019, Ch. 558.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Section 18421.5, 18450.6

§ 84504.7. Disclosure; Text Messages.

(a) A candidate or committee shall not authorize or pay for an advertisement that is a text message, unless the disclosures described in subdivision (b) are made, if the text message meets one of the following conditions:

(1) The text message supports or opposes a candidate.

(2) The text message supports or opposes a ballot measure.

(b)(1) A committee, other than a candidate controlled committee established for an elective office of the controlling candidate, subject to subdivision (a) shall include the text "Paid for by" or "With" followed by either the name of the committee, or a hyperlink or Uniform Resource Locator (URL) for an internet website containing the disclosures required by Sections 84502, 84503, and 84506.5. The text of the disclosures on the internet website shall be in a color that reasonably contrasts with the background on which it appears and in no less than eight-point font. If the word "With" is used, the individual sending the text shall identify themselves in the following manner: "(Name of individual) with (name of committee or hyperlink or URL)." A disclosure using the word "With" may appear anywhere in the text message, including in conversational content, and need not appear as a separate statement apart from the other content of the message.

(2) A candidate controlled committee established for

an elective office of the controlling candidate subject to subdivision (a) shall include the text “Paid for by” or “With” followed by the name of the candidate, followed by the word “For,” and followed by the name of the elective office sought. If the word “With” is used, the individual sending the text shall identify themselves in the following manner: “(Name of individual) with (name of candidate) for (name of elective office).” A disclosure using the word “With” may appear anywhere in the text message, including in conversational content, and need not appear as a separate statement apart from the other content of the message.

(3) A committee subject to subdivision (a) that has top contributors, other than a political party committee or a candidate controlled committee established for an elective office of the controlling candidate, shall comply with the following:

(A) Immediately following the name of the committee or the hyperlink or URL required by paragraph (1), the text message shall also include the text “Top funders:” followed by the names of the top two contributors of fifty thousand dollars (\$50,000) or more to the committee paying for the advertisement, separated by “&” or “and.”

(B) The names of the top two contributors may be spelled using acronyms, abbreviations, or other shorthand in common usage or parlance. If a top contributor is an individual, their first and last name shall both be used.

(C) Notwithstanding subparagraph (A), if the disclosures required by paragraph (1) and this paragraph would exceed 35 characters, the text message shall disclose only the single top contributor of fifty thousand dollars (\$50,000) or more to the committee paying for the advertisement.

(D) Notwithstanding subparagraph (A), if the text message includes the name of the committee paying for the advertisement in accordance with paragraph (1), and the committee’s name includes the name of one of the top two contributors of fifty thousand dollars (\$50,000) or more to the committee paying for the advertisement, the text message is not required to include the name of that contributor after the text “Top funders:”.

(4) The text required to be included in a text message sent pursuant to this subdivision shall be in a color that reasonably contrasts with the background on which it appears and in a font size that is readable by the average viewer.

(c)(1) This section does not apply to a text message that is individually sent without the assistance of mass distribution technology, including a text messaging platform.

(2) If a committee, other than a political party committee or a candidate controlled committee established for an elected office of the controlling candidate, subject to subdivision (a) that has top contributors uses individuals who are unpaid volunteers to send text messages with the assistance of mass distribution technology, including a text message platform, the text messages sent by individuals who are unpaid volunteers are not required to disclose the top two contributors pursuant to paragraph (3) of subdivision (b). Text messages sent by unpaid volunteers shall include a disclosure stating that the text message is being sent by a volunteer. For purposes of this paragraph, receiving payments for

food, transportation, or lodging in connection with campaign activity shall not disqualify a person from being classified as an unpaid volunteer.

(d) An internet website that is hyperlinked as provided for in this section shall remain online and available to the public until 30 days after the date of the election in which the candidate or ballot measure supported or opposed by the advertisement was voted on.

(e)(1) If an exchange consists of a sequence of multiple text messages sent on the same day, a candidate or committee shall be deemed in compliance with this section if the candidate or committee sends the disclosures required by subdivision (b) with the first text message in the sequence that meets one of the conditions of subdivision (a).

(2) A committee shall be deemed in compliance with this section if the disclosures required by subdivision (b) are included in the text message in the form the committee intended it to be sent, regardless of the form the carrier relayed it to the recipient.

(3) If a committee includes a hyperlink or URL in the text message sent pursuant to subdivision (b), the committee shall be deemed to be in compliance with subdivision (b) even if the recipient’s device is incapable of accessing the corresponding internet website.

History: Added by Stats. 2019, Ch. 555.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Section 18421.5, 18450.6, 18531.5

§ 84504.8. Merging Disclosures.

If a disclosure statement required by a local ordinance is substantially similar to a disclosure statement required pursuant to this article, the two disclosure statements may be merged into a single statement.

History: Added by Stats. 2022, Ch. 887.

§ 84505. Avoidance of Disclosure.

(a) In addition to the requirements of Sections 84502, 84503, and 84506.5, the committee placing the advertisement or persons acting in concert with that committee shall be prohibited from creating or using a noncandidate-controlled committee or a nonsponsored committee to avoid, or that results in the avoidance of, the disclosure of any individual, industry, business entity, controlled committee, or sponsored committee as a top contributor.

(b) Written disclosures required by Sections 84503 and 84506.5 shall not appear in all capital letters, except that capital letters shall be permitted for the beginning of a sentence, the beginning of a proper name or location, part of the contributor’s trademark name or part of its name in common usage or parlance, or as otherwise required by conventions of the English language.

History: Added by Proposition 208 of the November 1996 Statewide General Election; amended by Stats. 2007, Ch. 495; amended by Stats. 2017, Ch. 546; amended by Stats. 2022, Ch. 887.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18450.1, 18450.6

§ 84506.5. Disclosure;
Independent Expenditure Ads; Not
Authorized by Candidate.

59

§ 84511. Ballot Measure Ads; Paid
Spokesperson Disclosure.

§ 84506.5. Disclosure; Independent Expenditure Ads; Not Authorized by Candidate.

An advertisement supporting or opposing a candidate that is paid for by an independent expenditure shall include a statement that it was not authorized by a candidate or a committee controlled by a candidate. If the advertisement was authorized or paid for by a candidate for another office, the expenditure shall instead include a statement that “This advertisement was not authorized or paid for by a candidate for this office or a committee controlled by a candidate for this office.”

History: Added by Stats. 2007, Ch. 495; amended by Stats. 2015, Ch. 747, effective October 10, 2015; amended by Stats. 2017, Ch. 546.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18421.5, 18450.1, 18450.4, 18450.6, 18450.7

§ 84509. Amended Disclosures.

If the order of top contributors required to be disclosed pursuant to this article changes or a new contributor qualifies as a top contributor, the disclosure in the advertisement shall be updated as follows:

(a) A television, radio, telephone, electronic billboard, or other electronic media advertisement shall be updated to reflect the new top contributors within five business days. A committee shall be deemed to have complied with this subdivision if the amended advertisement is delivered, containing a request that the advertisement immediately be replaced, to all affected broadcast stations or other locations where the advertisement is placed no later than the fifth business day.

(b) A print media advertisement, including nonelectronic billboards, shall be updated to reflect the new top contributors before placing a new or modified order for additional printing of the advertisement.

History: Added by Proposition 208 of the November 1996 Statewide General Election; repealed and added by Stats. 2017, Ch. 546.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18421.5, 18450.1, 18450.5, 18450.6

§ 84510. Remedies for Article Violations; Civil Action; Fines.

(a)(1) In addition to the remedies provided for in Chapter 11 (commencing with Section 91000), a person who violates Section 84503 or 84506.5 is liable in a civil or administrative action brought by the Commission or any person for a fine up to three times the cost of the advertisement, including placement costs.

(2) Notwithstanding paragraph (1), a person who intentionally violates a provision of Sections 84504 to 84504.3, inclusive, or Section 84504.5 or 84504.6, for the purpose of avoiding disclosure is liable in a civil or administrative action brought by the Commission or any person for a fine up to three times the cost of the advertisement, including placement costs.

(b) The remedies provided in subdivision (a) shall also apply to any person who purposely causes any other person

to violate any of the sections described in paragraph (1) or (2) of subdivision (a) or who aids and abets any other person in a violation.

(c) If a judgment is entered against the defendant or defendants in an action brought under this section, the plaintiff shall receive 50 percent of the amount recovered. The remaining 50 percent shall be deposited in the General Fund of the state. In an action brought by a local civil prosecutor, 50 percent shall be deposited in the account of the agency bringing the action and 50 percent shall be paid to the General Fund of the state.

History: Added by Proposition 208 of the November 1996 Statewide General Election; amended by Stats. 2017, Ch. 546; amended by Stats. 2018, Ch. 754.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18450.1, 18450.6

§ 84511. Ballot Measure Ads; Paid Spokesperson Disclosure.

(a) This section applies to a committee that does either of the following:

(1) Makes an expenditure of five thousand dollars (\$5,000) or more to an individual for the individual's appearance in an advertisement that supports or opposes the qualification, passage, or defeat of a ballot measure.

(2) Makes an expenditure of any amount to an individual for the individual's appearance in an advertisement that supports or opposes the qualification, passage, or defeat of a ballot measure and that states or suggests that the individual is a member of an occupation that requires licensure, certification, or other specialized, documented training as a prerequisite to engage in that occupation.

(b) A committee described in subdivision (a) shall file, within 10 days of the expenditure, a report that includes all of the following:

(1) An identification of the measure that is the subject of the advertisement.

(2) The date of the expenditure.

(3) The amount of the expenditure.

(4) The name of the recipient of the expenditure.

(5) For a committee described in paragraph (2) of subdivision (a), the occupation of the recipient of the expenditure.

(c) An advertisement paid for by a committee described in paragraph (1) of subdivision (a) shall include a disclosure statement stating “(spokesperson's name) is being paid by this campaign or its donors” in highly visible font shown continuously if the advertisement consists of printed or televised material, or spoken in a clearly audible format if the advertisement is a radio broadcast or telephonic message. If the advertisement is a television or video advertisement, the statement shall be shown continuously, except when the disclosure statement required by Section 84504.1 is being shown.

(d)(1) An advertisement paid for by a committee described in paragraph (2) of subdivision (a) shall include a disclosure statement stating “Persons portraying members of an occupation in this advertisement are compensated

spokespersons not necessarily employed in those occupations” in highly visible font shown continuously if the advertisement consists of printed or televised material, or spoken in a clearly audible format if the advertisement is a radio broadcast or telephonic message. If the advertisement is a television or video advertisement, the statement shall be shown continuously, except when the disclosure statement required by Section 84504.1 is being shown.

(2) A committee may omit the disclosure statement required by this subdivision if all of the following are satisfied with respect to each individual identified in the report filed pursuant to subdivision (b) for that advertisement:

(A) The occupation identified in the report is substantially similar to the occupation portrayed in the advertisement.

(B) The committee maintains credible documentation of the appropriate license, certification, or other training as evidence that the individual may engage in the occupation identified in the report and portrayed in the advertisement and makes that documentation immediately available to the Commission upon request.

History: Added by Stats. 2000, Ch. 102 [Proposition 34 of the November Statewide General Election]; amended by Stats. 2001, Ch. 241, effective September 4, 2001; amended by Stats. 2014, Ch. 868; amended by Stats. 2015, Ch. 747, effective October 10, 2015; amended by Stats. 2017, Ch. 546; amended by Stats. 2019, Ch. 558.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18421.5, 18450.1, 18450.6, 18450.11, 18531.5

§ 84512. Business Entity Reports; Altered Search Results and Targeted Advertisements.

(a)(1) A business entity shall submit a report to the Secretary of State following any calendar year in which the business entity does either of the following:

(A) Uses its products or services to alter the online search results its products or services generate in order to emphasize or deemphasize materials containing express advocacy, as that term is defined in paragraph (2) of subdivision (c) of Section 82025.

(B) Uses its products or services to target online advertisements to individuals or groups, or generally to users or members of the public, without full and adequate consideration and for political purposes, as that term is described in paragraph (1) of subdivision (b) of Section 82025.

(2) The report shall contain information including, but not limited to, all of the following:

(A) The name of each candidate or measure with regard to which the search results were altered as described in subparagraph (A) of paragraph (1) or that was the subject of an advertisement targeted as described in subparagraph (B) of paragraph (1).

(B) For each candidate or measure, whether the search results or advertisements were to support or oppose the nomination or election of the candidate or the qualification or passage of the measure.

(C) The full name, title, and business street address and telephone number of each person with final decision making

authority as to which candidates or measures will be supported or opposed by the business entity’s search results or advertisements.

(D) The date or range of dates in which the activity described in subparagraph (A) or (B) of paragraph (1) occurred.

(3) A report shall be filed by January 31 for activity occurring during the previous calendar year.

(4) The report shall be filed on paper or by email with the Secretary of State and shall be made publicly available in a conspicuous location on the Secretary of State’s website.

(5) The report required by this section may be included in an online filing and disclosure system developed in accordance with subdivision (b) of Section 84602 if the Secretary of State, pursuant to paragraph (7) of that subdivision, certifies that the system is able to incorporate filing of the report.

(b) A business entity subject to this section shall maintain detailed accounts and records necessary to prepare the report required pursuant to subdivision (a), and shall retain those detailed accounts and records for a period of four years following the date that the report is filed.

(c) This section does not apply to either of the following activities:

(1) A business entity’s use of its products or services exclusively to carry out its commercial activities, including, but not limited to, delivering user-generated content or a paid advertisement on behalf of another person.

(2) Communications that are internal to a business entity or entities.

(d) This section is not intended to expand or limit the definition of contribution or expenditure under this title.

(e) This section shall become operative on January 1, 2024.

History: Added by Stats. 2022, Ch. 876, operative January 1, 2024.

§ 84513. Disclosure; Third-Party Posts Paid for By Committee

(a) (1) If a committee pays a person to post content on an internet website, web application, or digital application for the purpose of supporting or opposing a candidate for elective office or a ballot measure, the person shall concurrently include a disclaimer with that content stating that the person was paid by the committee in connection with the posting.

(2) The disclaimer required by this subdivision shall be readily legible to an average viewer or, if the content is in audio format, shall be clearly audible. A disclaimer that states, or is substantially similar to, the following satisfies the requirement in this subdivision: “The author was paid by [name of committee and committee identification number] in connection with this posting.”

(3) This subdivision does not apply to the following:

(A) Content requiring a disclosure pursuant to Section 84504.3 or subdivision (c) of Section 84511.

(B) Content posted on the committee’s own website, profile, or landing page by a person compensated by the

committee to post such content.

(C) Content posted by a compensated employee of a committee on the employee's own social media page or account where the only expense or cost of the communication is compensated staff time. This exception shall not apply if the compensated employee of the committee's principal duties are to post content on their own social media page or account.

(b) A committee described in subdivision (a) shall notify the person paid to post the content of the requirement to include a disclaimer.

(c) (1) Notwithstanding any other provision of this title, a person in violation of subdivision (a) is not subject to administrative, civil, or criminal penalties under this title.

(2) If a person violates subdivision (a), the Commission may seek injunctive relief to compel compliance pursuant to Section 90009 after the person is notified of the requirement in subdivision (a).

History: Added by Stats. 2023, Ch. 156, effective January 1, 2024.

Chapter 4.6. Online Disclosure Act of 1997.

§ 84600 – 84616

§ 84600.	Online Disclosure.....	61
§ 84601.	Public Access.....	61
§ 84602.	Secretary of State's Duties.*	61
§ 84602.1.	Secretary of State's Duties; Implementation and Reporting.	63
§ 84602.3.	Secretary of State's Duties; Disclosure of Local Campaign Finance Information.....	64
§ 84602.5.	Online Index of Identification Numbers.	64
§ 84603.	Acceptance of Reports.	64
§ 84605.	Who Shall File Online.*	64
§ 84606.	Operation of Online System.*	65
§ 84607.	Prohibition Against Political or Campaign Use.	65
§ 84612.	Rejection of Electronic Filing; Procedures.* ..	65
§ 84613.	Political Disclosure, Accountability, Transparency, and Access Fund.....	65
§ 84615.	Campaign Reports and Statements – Electronic Filing for Local Agencies.*	65
§ 84616.	Electronic Retention for Local Government Agency Filings.....	66

§ 84600. Online Disclosure.

This chapter may be known and may be cited as the Online Disclosure Act.

History: Added by Stats. 1997, Ch. 866, effective October 11, 1997; amended by Stats. 2001, Ch. 917, effective October 14, 2001.

§ 84601. Public Access.

The Legislature finds and declares as follows:

(a) The people of California enacted one of the nation's most comprehensive campaign and lobbying financial disclosure laws when they voted for Proposition 9, the Political Reform Act of 1974, an initiative statute.

(b) Public access to campaign and lobbying disclosure information is a vital and integral component of a fully informed electorate.

(c) Advances in technology have made it necessary for the State of California to develop a new, data-driven online filing and disclosure system that provides public disclosure of campaign finance and lobbying information in a user-friendly, easily understandable format.

(d) Members of the public, including voters, journalists, and researchers, should be able to access campaign finance and lobbying information in a robust and flexible manner, including through searches and visual displays such as graphs and maps.

History: Added by Stats. 1997, Ch. 866, effective October 11, 1997; amended by Stats. 2016, Ch. 845.

§ 84602. Secretary of State's Duties.*

(a) To implement the Legislature's intent, the Secretary of State, in consultation with the Commission, notwithstanding any other provision of this code, shall do all of the following:

(1) Develop online and electronic filing processes for use by persons and entities specified in Section 84605 that are required to file statements and reports with the Secretary of State's office pursuant to Chapter 4 (commencing with Section 84100), Chapter 5 (commencing with Section 85100), and Chapter 6 (commencing with Section 86100). Those processes shall each enable a user to comply with all of the disclosure requirements of this title and shall include, at a minimum, both of the following:

(A) A means or method whereby filers subject to this chapter may submit required filings free of charge. Any means or method developed pursuant to this subparagraph shall not provide any additional or enhanced functions or services that exceed the minimum requirements necessary to fulfill the disclosure provisions of this title.

(B) The definition of a nonproprietary standardized record format or formats using industry standards for the transmission of the data that is required of those persons and entities specified in Section 84605 and that conforms with the disclosure requirements of this title. The Secretary of State shall hold public hearings before development of the record format or formats as a means to ensure that affected entities have an opportunity to provide input into the development process.

(2) Accept test files from software vendors and others wishing to file reports electronically, for the purpose of determining whether the file format is in compliance with the standardized record format developed pursuant to paragraph (1) and is compatible with the Secretary of State's system for receiving the data. A list of the software and service providers who have submitted acceptable test files shall be published by the Secretary of State and made available to the public. Acceptably formatted files shall be submitted by a filer in order to meet the requirements of this chapter.

(3) Develop a system that provides for the online or electronic transfer of the data specified in this section using telecommunications technology that ensures the integrity of the data transmitted and that creates safeguards against efforts to tamper with or subvert the data.

(4) Make all the data filed available on the internet in an easily understood format that provides the greatest public

access. The data shall be made available free of charge and as soon as possible after receipt. All late contribution and late independent expenditure reports, as defined by Sections 84203 and 84204, respectively, shall be made available on the internet within 24 hours of receipt. The data made available on the internet shall not contain the street name and building number of the persons or entity representatives listed on the electronically filed forms or any bank account number required to be disclosed pursuant to this title.

(5) Develop a procedure for filers to comply with the requirement that they sign under penalty of perjury pursuant to Section 81004.

(6) Maintain all filed data online for 10 years after the date it is filed, and then archive the information in a secure format.

(7) Provide assistance to those seeking public access to the information.

(8) Implement sufficient technology to seek to prevent unauthorized alteration or manipulation of the data.

(9) Provide the Commission with necessary information to enable it to assist agencies, public officials, and others with the compliance with, and administration of, this title.

(b)(1) To implement the Legislature's intent, as described in Section 84601, the Secretary of State, in consultation with the Commission, shall develop an online filing and disclosure system for use by persons and entities specified in Section 84605 that are required to file statements and reports with the Secretary of State's office pursuant to Chapter 4 (commencing with Section 84100), Chapter 5 (commencing with Section 85100), and Chapter 6 (commencing with Section 86100). The system shall enable a user to comply with all of the disclosure requirements of this title and shall include, at minimum, all of the following:

(A) A data-driven means or method that allows filers subject to this chapter to submit required filings free of charge in a manner that facilitates public searches of the data and does all of the following:

(i) Enables a filer to comply with all of the disclosure requirements of this title, including by entering or uploading requisite data or by indicating that the filer had no reportable activity during a particular reporting period.

(ii) Retains previously submitted data so that a filer can access that data to amend disclosures or prepare future disclosures. The system shall permit a filer to enter a contribution or independent expenditure transaction once and have the transaction appear on both a transactional report required by Section 84203, 84204, 84204.5, 84309, or 85500 and a periodic campaign statement required by this title.

(iii) Ensures the security of data entered and stored in the system.

(iv) To the extent feasible, is compatible with potential future capability to accept statements from filers specified in subdivisions (b) to (e), inclusive, of Section 84215.

(B) The definition of a nonproprietary standardized record format or formats using industry standards for the transmission of the data that is required of those persons and entities specified in Section 84605 and that conforms with the disclosure requirements of this title.

(2) The Secretary of State shall do all of the following with respect to the online filing and disclosure system developed pursuant to this subdivision:

(A) Accept test files from software vendors and others wishing to file reports electronically for the purpose of determining whether the file format is in compliance with the standardized record format developed pursuant to this subdivision and is compatible with the Secretary of State's system for receiving the data. The Secretary of State shall publish and make available to the public a list of the software and service providers who have submitted acceptable test files. A filer shall submit acceptably formatted files in order to meet the requirements of this chapter.

(B) Make the data filed available on the internet as follows:

(i) In a user-friendly, easily understandable format that provides the greatest public access, including online searches and machine-readable downloads of all data contained in the system, except as specified in clause (iii).

(ii) Free of charge and as soon as possible after receipt, or, in the case of late contribution, late in-kind contribution, and late independent expenditure reports, as defined by Sections 84203, 84203.3, and 84204, respectively, within 24 hours of receipt.

(iii) Not containing the street name or building number of the persons or entity representatives listed on the electronically filed forms or any bank account number required to be disclosed pursuant to this title, except that a nonresidential address of a committee under Section 82013 may be made available on the internet.

(iv) In a manner that allows the public to track and aggregate contributions from the same contributor across filers using a permanent unique identifier assigned by the Secretary of State for this purpose. The Secretary of State shall assign this identifier to, at minimum, each contributor who makes contributions totaling ten thousand dollars (\$10,000) or more in a calendar year to, or at the behest of, candidates or committees that file electronically with the Secretary of State pursuant to subdivision (a) of Section 84215 or who files with the Secretary of State as a major donor committee under subdivision (c) of Section 82013.

(C) Develop a procedure for filers to comply electronically with the requirement to sign under penalty of perjury pursuant to Section 81004.

The electronic signature procedure shall allow the filer to file with the Secretary of State and shall not require an original signature to be filed.

(D) Maintain all filed data online for at least 20 years after the date it is filed, and then archive the information in a secure format.

(E) Provide assistance to those seeking public access to the information.

(F) Implement sufficient technology to seek to prevent unauthorized alteration or manipulation of the data.

(G) Provide the Commission with necessary information to enable it to assist agencies, public officials, and others in complying with and administering this title.

(3) The Secretary of State shall do all of the following with respect to developing the online filing and disclosure system and record format pursuant to this subdivision:

(A) Consult with the Assembly Committee on Elections and Redistricting, the Senate Committee on Elections and Constitutional Amendments, the Commission, users, filers, and other stakeholders, as appropriate, about functions of the online filing and disclosure system.

(B) In consultation with the Commission, and no later than July 31, 2017, hold at least one public hearing to receive input about developing the online filing and disclosure system and record format.

(C) No later than December 31, 2017, submit a report to the Assembly Committee on Elections and Redistricting and the Senate Committee on Elections and Constitutional Amendments that includes a plan for the online filing and disclosure system, describes how members of the public will be able to query and retrieve data from the system, and includes a plan for integrating statements as specified in clause (iv) of subparagraph (A) of paragraph (1).

(4) The Secretary of State shall make the online filing and disclosure system developed pursuant to this subdivision available for use no later than February 2021.

(5) The Secretary of State may accept any funds, services, equipment, or grants to further this subdivision, provided that the Secretary of State shall notify the Assembly Committee on Elections and Redistricting and the Senate Committee on Elections and Constitutional Amendments upon accepting any amount valued at one hundred thousand dollars (\$100,000) or more.

(6) Because the provisions of this chapter need to be implemented as expeditiously as possible, the information technology procurement requirements described in Chapter 5.6 (commencing with Section 11545) of Part 1 of Division 3 of Title 2 of this code, and in Section 12100 of the Public Contract Code, do not apply to development of the online filing and disclosure system pursuant to this subdivision. The Secretary of State shall consult with the Department of Technology, as appropriate, in developing the online filing and disclosure system, in order to maximize project success, minimize life-cycle costs, and ensure the security of the system and its data.

(7)(A) Before making the system developed pursuant to this subdivision available for public use, the Secretary of State, in consultation with the Commission, shall test the system to ensure its functionality and then certify that the system meets all the requirements of this subdivision. The Secretary of State may consult with the Department of Technology as needed to fulfill the secretary's duties under this paragraph.

(B) After the system developed pursuant to this subdivision is certified, the system described in subdivision (a) shall no longer accept reports and filings, unless otherwise directed by the Secretary of State and the Commission. The system described in subdivision (a) shall continue to allow public access to past disclosures unless the Secretary of State migrates that data into the system described in this subdivi-

sion. To facilitate data conversion during migration, the Secretary of State may make minor technical modifications or corrections to the migrated data.

(c) On or before December 31, 2017, and on or before every April 15, July 15, October 15, and January 15 thereafter, the Secretary of State shall submit to the chairs of the Joint Legislative Budget Committee and the fiscal committees of the Legislature a quarterly report on the progress of the Cal-Access Project. Specifically, the Secretary of State shall certify whether the secretary (1) anticipates making or has made any changes to the project's scope, schedule, or budget and (2) considers any problems to be a risk to the project's completion according to the approved project schedule and budget. This reporting requirement shall end upon the completion or termination of the Cal-Access Project.

History: Added by Stats. 1997, Ch. 866, effective October 11, 1997; amended by Stats. 1999, Ch. 433, effective September 16, 1999; amended by Stats. 2000, Ch. 319; amended by Stats. 2001, Ch. 917, effective October 14, 2001; amended by Stats. 2004, Ch. 816; amended by Stats. 2005, Ch. 22; amended by Stats. 2012, Ch. 503; amended by Stats. 2016, Ch. 845; amended by Stats. 2018, Ch. 662; amended by Stats. 2019, Ch. 30; amended by Stats. 2019, Ch. 315.

*Section 84602 was amended by SB 1239 (Stats. 2018, Ch. 662) with a delayed operation date conditioned upon the Secretary of State certifying an online filing and disclosure system under 84602 (b)(7). For more information, please refer to Appendix V.

§ 84602.1. Secretary of State's Duties; Implementation and Reporting.

(a) The Secretary of State shall, on or before June 30, 2007, fully implement this chapter as specified in Section 84602, including completing online lobbying registration forms so that all forms can be filed online as specified in Section 84602

(b) On or before February 1, 2007, the Secretary of State shall report to the Legislature on all of the following:

(1) The implementation and development of the online and electronic filing and disclosure requirements of this chapter, with specific emphasis on the status of the development of a means or method described in paragraph (1) of subdivision (a) of Section 84602.

(2) Whether and to what extent any means or method has been deployed that allows filers to submit required filings free of charge, with an emphasis on the types of filers who are not yet able to complete all required online or electronic filings free of charge, what aspects of the filings are missing that prevent those filers from being able to complete all required online or electronic filings free of charge, the costs to those filers, and, if applicable, why a means or method has not yet been deployed and when one is likely to be deployed.

(3) What resources are necessary to complete efforts to allow filers to submit required filings free of charge, when completion is expected, and an explanation of why the original full allocation of requested funding did not provide the statutorily required free filing system.

(c) Additional reports to the Legislature pursuant to subdivision (b) shall be due on July 1, and December 1, of

each year, until a means or method has been deployed that allows all filers who are required to file reports online or electronically to file those reports free of charge.

History: Added by Stats. 2006, Ch. 69, Sec. 19. Effective July 12, 2006.

§ 84602.3. Secretary of State's Duties; Disclosure of Local Campaign Finance Information.

The Secretary of State shall conspicuously post on the Secretary of State's internet website hyperlinks to the internet website of any local government agency that contains publicly-disclosed campaign finance information. The Secretary of State shall update these hyperlinks no later than December 31 of each year.

History: Added by Stats. 2017, Ch. 624; Stats. 2018, Ch. 92; amended by Stats. 2021, Ch. 50.

§ 84602.5. Online Index of Identification Numbers.

The Secretary of State shall disclose online pursuant to this chapter an index of the identification numbers, as assigned pursuant to subdivision (a) of Section 84101, of every person, entity, or committee that is obligated to make a disclosure pursuant to Chapter 4. This index shall be updated monthly except for the six-week period preceding any statewide regular or special election, during which period the index shall be updated weekly.

History: Added by Stats. 1999, Ch. 208.

§ 84603. Acceptance of Reports.

The Secretary of State, once all state-mandated development, procurement, and oversight requirements have been met, shall make public their availability to accept reports online or electronically. Any filer may then commence voluntarily filing online or electronically any required report or statement that is otherwise required to be filed with the Secretary of State pursuant to Chapter 4 (commencing with Section 84100) or Chapter 6 (commencing with Section 86100) of this title.

History: Added by Stats. 1997, Ch. 866, effective October 11, 1997; amended by Stats. 1999, Ch. 433, effective September 16, 1999.

§ 84605. Who Shall File Online.*

(a) The following persons shall file online or electronically with the Secretary of State:

(1) Any candidate, including superior court, appellate court, and Supreme Court candidates and officeholders, committee, or other persons who are required, pursuant to Chapter 4 (commencing with Section 84100), to file statements, reports, or other documents in connection with a state elective office or state measure, provided that the total cumulative reportable amount of contributions received, expenditures made, loans made, or loans received is twenty-five thousand dollars (\$25,000) or more. In determining the cumulative reportable amount, all controlled committees, as defined by Section 82016, shall be included. For a committee subject to this title prior to January 1, 2000, the beginning date for calculating cumulative totals is January 1, 2000. For

a committee that is first subject to this title on or after January 1, 2000, the beginning date for calculating cumulative totals is the date the committee is first subject to this title. A committee, as defined in subdivision (c) of Section 82013, shall file online or electronically if it makes contributions of twenty-five thousand dollars (\$25,000) or more in a calendar year.

(2) Any general purpose committees, as defined in Section 82027.5, including the general purpose committees of political parties, and small contributor committees, as defined in Section 85203, that cumulatively receive contributions or make expenditures totaling twenty-five thousand dollars (\$25,000) or more to support or oppose candidates for any elective state office or state measure. For a committee subject to this title prior to January 1, 2000, the beginning date for calculating cumulative totals is January 1, 2000. For a committee that first is subject to this title on or after January 1, 2000, the beginning date for calculating cumulative totals is the date the committee is first subject to this title.

(3) Any slate mailer organization with cumulative reportable payments received or made for the purposes of producing slate mailers of twenty-five thousand dollars (\$25,000) or more. For a slate mailer organization subject to this title prior to January 1, 2000, the beginning date for calculating cumulative totals is January 1, 2000. For a slate mailer organization that first is subject to this title on or after January 1, 2000, the beginning date for calculating cumulative totals is the date the organization is first subject to this title.

(4) Any lobbyist, lobbying firm, lobbyist employer, or other persons required, pursuant to Chapter 6 (commencing with Section 86100), to file statements, reports, or other documents, provided that the total amount of any category of reportable payments, expenses, contributions, gifts, or other items is two thousand five hundred dollars (\$2,500) or more in a calendar quarter.

(b) The Secretary of State shall also disclose on the Internet any late contribution or late independent expenditure report, as defined by Sections 84203 and 84204, respectively, not covered by paragraph (1), (2), or (3) of subdivision (a) or any other provision of law.

(c) Committees and other persons that are not required to file online or electronically by this section may do so voluntarily.

(d) Once a person or entity is required to file online or electronically, subject to subdivision (a) or (c), the person or entity shall be required to file all subsequent reports online or electronically.

(e) It shall be presumed that online or electronic filers file under penalty of perjury.

(f) Persons filing online or electronically shall also continue to file required disclosure statements and reports in paper format. The paper copy shall continue to be the official filing for audit and other legal purposes until the Secretary of State, pursuant to Section 84606, determines the system is operating securely and effectively.

(g) The Secretary of State shall maintain at all times a secured, official version of all original online and electronically filed statements and reports required by this chapter. Upon determination by the Secretary of State, pursuant to Section 84606, that the system is operating securely and effectively, this online or electronic version shall be the official version for audit and other legal purposes.

(h) Except for statements related to a local elective office or a local ballot measure filed by a candidate for local elective office who is also a candidate for elective state office, a copy of a statement, report, or other document filed by online or electronic means with the Secretary of State shall not be filed with a local filing officer.

History: Added by Stats. 1997, Ch. 866, effective October 11, 1997; amended by Stats. 1999, Ch. 433, effective September 16, 1999; amended by Stats. 2007, Ch. 348; amended by Stats. 2010, Ch. 18; Amended by Stats. 2017, Ch. 111

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18450.11, 18451, 18465, 18465.1

*Section 84605 was amended by SB 1239 (Stats. 2018, Ch. 662) with a delayed operation date conditioned upon the Secretary of State certifying an online filing and disclosure system under 84602 (b)(7). For more information, please refer to Appendix V.

§ 84606. Operation of Online System.*

The Secretary of State shall determine and publicly disclose when the online and electronic disclosure systems are operating effectively. In making this determination, the Secretary of State shall consult with the commission, the Department of Information Technology, and any other appropriate public or private entity. The online or electronic disclosure system shall not become operative until the Department of Information Technology approves the system. Upon this determination, filers required by this chapter to file online or electronically will no longer be required to file a paper copy or with local filing officers. Furthermore, the date that a filer transmits an online or electronic report shall be the date the filed report is received by the Secretary of State.

History: Added by Stats. 1997, Ch. 866, effective October 11, 1997; amended by Stats. 1999, Ch. 433, effective September 16, 1999; Amended by Stats. 2017, Ch. 111.

*Section 84606 was amended by SB 1239 (Stats. 2018, Ch. 662) with a delayed operation date conditioned upon the Secretary of State certifying an online filing and disclosure system under 84602 (b)(7). For more information, please refer to Appendix V.

§ 84607. Prohibition Against Political or Campaign Use.

Pursuant to Section 8314, no employee or official of a state or local government agency shall utilize, for political or campaign purposes, public facilities or resources to retrieve or maintain any of the data produced by the requirements of this chapter.

History: Added by Stats. 1997, Ch. 866, effective October 11, 1997.

§ 84612. Rejection of Electronic Filing; Procedures.*

If the Secretary of State rejects a filing made under this chapter, the Secretary of State shall immediately notify the filer, by electronic mail, of the reason or reasons for rejection using plain, straightforward language, avoiding technical terms as much as possible, and using a coherent and easily readable style. The notice shall be written or displayed so that the meaning will be easily understood by those persons directly affected by it.

History: Added by Stats. 2001, Ch. 79.

*Section 84101 was amended by SB 1239 (Stats. 2018, Ch. 662) with a delayed operation date conditioned upon the Secretary of State certifying an online filing and disclosure system under 84602 (b)(7). For more information, please refer to Appendix V.

§ 84613. Political Disclosure, Accountability, Transparency, and Access Fund.

(a) The Political Disclosure, Accountability, Transparency, and Access Fund is hereby established in the State Treasury. Moneys collected pursuant to Section 84101.5 and one-half of the moneys collected pursuant to Section 86102 shall be deposited in the Political Disclosure, Accountability, Transparency, and Access Fund.

(b)(1) Moneys deposited in the Political Disclosure, Accountability, Transparency, and Access Fund are subject to appropriation by the Legislature and shall be expended for the maintenance, repair, and improvement of the online or electronic disclosure program implemented by the Secretary of State pursuant to this chapter.

(2) In addition to paragraph (1), the Secretary of State may also use moneys deposited in the Political Disclosure, Accountability, Transparency, and Access Fund for purposes of implementing the act that added this section.

(c) Any expenditure of moneys from the Political Disclosure, Accountability, Transparency, and Access Fund for the purposes described in paragraph (1) of subdivision (b) is subject to the project approval and oversight process established by the California Technology Agency pursuant to Section 11546.

History: Added by Stats. 2012, Ch. 506.

§ 84615. Campaign Reports and Statements – Electronic Filing for Local Agencies.*

A local government agency may require an elected officer, candidate, committee, or other person required to file statements, reports, or other documents required by Chapter 4 (commencing with Section 84100), except an elected officer, candidate, committee, or other person who receives contributions totaling less than one thousand dollars (\$1,000), and makes expenditures totaling less than one thousand dollars (\$1,000), in a calendar year, to file those statements, reports, or other documents online or electronically with a local filing officer. A local government agency that requires online or electronic filing pursuant to this section shall comply with all of the following:

(a) The legislative body for the local government agency shall adopt an ordinance approving the use of online or electronic filing, which shall include a legislative finding

that the online or electronic filing system will operate securely and effectively and would not unduly burden filers. The ordinance adopted by the legislative body for the local government agency may, at the discretion of that legislative body, specify that the electronic or online filing requirements apply only to specifically identified types of filings or are triggered only by identified monetary thresholds. In any instance in which the original statement, report, or other document is required to be filed with the Secretary of State and a copy of that statement, report, or other document is required to be filed with the local government agency, the ordinance may permit, but shall not require, that the copy be filed online or electronically.

(b) The online or electronic filing system shall only accept a filing in the standardized record format that is developed by the Secretary of State pursuant to paragraph (2) of subdivision (a) of Section 84602 and that is compatible with the Secretary of State's system for receiving an online or electronic filing.

(c) The online or electronic filing system shall ensure the integrity of the data transmitted and shall include safeguards against efforts to tamper with, manipulate, alter, or subvert the data.

(d)(1) The local filing officer shall issue to a person who files a statement, report, or other document online or electronically an electronic confirmation that notifies the filer that the statement, report, or other document was received. The confirmation shall include the date and the time that the statement, report, or other document was received by the filing officer and the method by which the filer may view and print the data received by the filing officer.

(2) A copy retained by the filer of a statement, report, or other document that was filed online or electronically and the confirmation issued pursuant to paragraph (1) that shows the filer timely filed the statement, report, or other document shall create a rebuttable presumption that the filer timely filed the statement, report, or other document.

(e) The date of filing for a statement, report, or other document that is filed online or electronically shall be the day that it is received by the local filing officer.

(f) The local filing officer shall make all the data filed available on the Internet in an easily understood format that provides the greatest public access. The data shall be made available free of charge and as soon as possible after receipt. The data made available on the Internet shall not contain the street name and building number of the persons or entity representatives listed on the electronically filed forms or any bank account number required to be disclosed by the filer. The local filing officer shall make a complete, unredacted copy of any statement, report, or other document filed pursuant to this section, including any street names, building numbers, and bank account numbers disclosed by the filer, available to any person upon request.

(g) The online or electronic filing system shall include a procedure for filers to comply with the requirement that they sign statements and reports under penalty of perjury pursuant to Section 81004.

(h) The local government agency shall enable filers to complete and submit filings free of charge.

(i) The local filing officer shall maintain, for a period of at least 10 years commencing from the date filed, a secured, official version of each online or electronic statement, report, or other document filed pursuant to this section, which shall serve as the official version of that record for purpose of audits and any other legal purpose. Data that has been maintained for at least 10 years may then be archived in a secure format.

(j) Notwithstanding any other provision of law, any statement, report, or other document filed online or electronically pursuant to this section shall not be required to be filed with the local filing officer in paper format.

History: Added by Stats. 2012, Ch. 126.

*Section 84615 was amended by SB 1239 (Stats. 2018, Ch. 662) with a delayed operation date conditioned upon the Secretary of State certifying an online filing and disclosure system under 84602 (b)(7). For more information, please refer to Appendix V.

§ 84616. Electronic Retention for Local Government Agency Filings.

(a) Within 72 hours of each applicable filing deadline, a local government agency shall post on its internet website a copy of any statement, report, or other document required by Chapter 4 (commencing with Section 84100) that is filed with that agency in paper format. If the final day of the 72-hour period is a Saturday, Sunday, or holiday, the period is extended to the next day that is not a Saturday, Sunday, or holiday. Before posting, the local filing officer shall redact the street name and building number of the persons or entity representatives listed on any statement, report, or document, or any bank account number required to be disclosed by the filer. Providing a link on the agency's internet website to the statement, report, or other document satisfies this subdivision.

(b) A statement, report, or other document posted pursuant to this section shall be made available for four years from the date of the election associated with the filing.

History: Added by Stats. 2020, Ch. 214.

Chapter 5. Limitations on Contributions.

§ 85100 – 85802

Article 1. Title of Chapter. § 85100.....	66
Article 2. Candidacy. § 85200 – 85201.....	67
Article 2.5. Applicability of the Political Reform Act of 1974. § 85202 – 85206.....	67
Article 3. Contribution Limitations. § 85300 – 85321	68
Article 4. Voluntary Expenditure Ceilings. § 85400 – 85403	75
Article 5. Independent Expenditures. § 85500-85505.....	76
Article 6. Ballot Pamphlet. § 85600-85601	77
Article 7. Additional Contribution Requirements. § 85700- 85704.....	77
Article 8. Appropriation. § 85802	80

Article 1. Title of Chapter. § 85100

§ 85100. Chapter Title.

This chapter shall be known as the “Campaign Contribution and Voluntary Expenditure Limits Without Taxpayer Financing Amendments to the Political Reform Act of 1974.”

History: Added by Proposition 73 of the June 1988 Statewide Primary Election; repealed and added by Proposition 208 of the November 1996 Statewide General Election; repealed and added by Stats. 2000, Ch. 102 [Proposition 34 of the November Statewide General Election].

**Article 2. Candidacy.
§ 85200 – 85201**

§ 85200.	Statement of Intention to be a Candidate.*	67
§ 85201.	Campaign Bank Account.	67

§ 85200. Statement of Intention to be a Candidate.*

Prior to the solicitation or receipt of any contribution or loan, an individual who intends to be a candidate for an elective state office, as that term is defined by Section 82024, shall file with the Secretary of State an original statement, signed under penalty of perjury, of intention to be a candidate for a specific office.

An individual who intends to be a candidate for any other elective office shall file the statement of intention with the same filing officer and in the same location as the individual would file an original campaign statement pursuant to subdivisions (b), (c), and (d) of Section 84215.

For purposes of this section, “contribution” and “loan” do not include any payments from the candidate’s personal funds for a candidate filing fee or a candidate statement of qualifications fee.

History: Added by Proposition 73 of the June 1988 Statewide Primary Election; amended by Stats. 1991, Ch. 1078; amended by Stats. 1996, Ch. 289; amended by Stats. 1997, Ch. 394; amended by Stats. 2000, Ch. 853; amended by Stats. 2010, Ch. 18.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18520, 18521, 18531.5, 18536, 18537.1, 18542

*Section 85200 was amended by SB 1239 (Stats. 2018, Ch. 662) with a delayed operation date conditioned upon the Secretary of State certifying an online filing and disclosure system under 84602 (b)(7). For more information, please refer to Appendix V.

§ 85201. Campaign Bank Account.

(a) Upon the filing of the statement of intention pursuant to Section 85200, the individual shall establish one campaign contribution account at an office of a financial institution located in the state.

(b) As required by subdivision (f) of Section 84102, a candidate who raises contributions of two thousand dollars (\$2,000) or more in a calendar year shall set forth the name and address of the financial institution where the candidate has established a campaign contribution account and the account number on the committee statement of organization filed pursuant to Sections 84101 and 84103.

(c) All contributions or loans made to the candidate, to a person on behalf of the candidate, or to the candidate’s controlled committee shall be deposited in the account.

(d) Any personal funds which will be utilized to promote the election of the candidate shall be deposited in the account prior to expenditure.

(e) All campaign expenditures shall be made from the account.

(f) Subdivisions (d) and (e) do not apply to a candidate’s payment for a filing fee and statement of qualifications from the candidate’s personal funds.

(g) This section does not apply to a candidate who will not receive contributions and who makes expenditures from personal funds of less than two thousand dollars (\$2,000) in a calendar year to support the candidate’s candidacy. For purposes of this section, a candidate’s payment for a filing fee and statement of qualifications shall not be included in calculating the total expenditures made.

(h) An individual who raises contributions from others for that individual’s campaign, but who raises or spends less than two thousand dollars (\$2,000) in a calendar year, and does not qualify as a committee under Section 82013, shall establish a campaign contribution account pursuant to subdivision (a), but is not required to file a committee statement of organization pursuant to Section 84101 or other statement of bank account information.

History: Added by Proposition 73 of the June 1988 Statewide Primary Election; amended by Stats. 1990, Ch. 387; amended by Stats. 1991, Ch. 1078; amended by Stats. 1996, Ch. 289; amended by Stats. 1997, Ch. 394; amended by Stats. 2000, Ch. 853; amended by Stats. 2015, Ch. 364, effective January 1, 2016; amended by Stats. 2021, Ch. 50.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18421.3, 18520, 18521, 18521.5, 18523, 18523.1, 18524, 18525, 18526, 18531.6, 18531.61, 18531.63, 18531.64, 18537.1

Article 2.5. Applicability of the Political Reform Act of 1974.

§ 85202 – 85206

§ 85202.	Interpretation of Chapter 5.....	67
§ 85203.	Small Contributor Committee.....	67
§ 85204.	Election Cycle for 24-Hour Reports.	68
§ 85204.5.	Special Election Cycle and Special Runoff Election Cycle.....	68
§ 85205.	Political Party Committee.	68
§ 85206.	Public Moneys.	68

§ 85202. Interpretation of Chapter 5.

Unless specifically superseded by the act that adds this section, the definitions and provisions of this title shall govern the interpretation of this chapter.

History: Added by Proposition 73 of the June 1988 Statewide Primary Election; amended by Stats. 1989, Ch. 303. (Formerly titled “Contributions to Candidates; Trust for Specific Office”); repealed by Stats. 1990, Ch. 84. Added by Proposition 208 of the November 1996 Statewide General Election. (Formerly titled “Applicability of the Political Reform Act”); repealed and added by Stats. 2000, Ch. 102 [Proposition 34 of the November Statewide General Election].

§ 85203. Small Contributor Committee.

“Small contributor committee” means any committee that meets all of the following criteria:

(a) The committee has been in existence for at least six months.

(b) The committee receives contributions from 100 or more persons.

(c) No one person has contributed to the committee more than two hundred dollars (\$200) per calendar year.

(d) The committee makes contributions to five or more candidates.

History: Added by Proposition 208 of the November 1996 Statewide General Election; repealed and added by Stats. 2000, Ch. 102 [Proposition 34 of the November Statewide General Election].

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Section 18503

§ 85204. Election Cycle for 24-Hour Reports.

“Election cycle,” for purposes of Sections 85309 and 85500, means the period of time commencing 90 days prior to an election and ending on the date of the election. For purposes of the Board of Administration of the Public Employees’ Retirement System and the Teachers’ Retirement Board, “the date of the election” is the deadline to return ballots.

History: Added by Proposition 208 of the November 1996 Statewide General Election. (Formerly titled “Two-Year Period”); repealed and added by Stats. 2000, Ch. 102 [Proposition 34 of the November Statewide General Election]; amended by Stats. 2010, Ch. 633.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18425, 18550

§ 85204.5. Special Election Cycle and Special Run-off Election Cycle.

With respect to special elections, the following terms have the following meanings:

(a) “Special election cycle” means the day on which the office becomes vacant until the day of the special election.

(b) “Special runoff election cycle” means the day after the special election until the day of the special runoff election.

History: Added by Stats. 2000, Ch. 102 [Proposition 34 of the November Statewide General Election].

§ 85205. Political Party Committee.

“Political party committee” means the state central committee or county central committee of an organization that meets the requirements for recognition as a political party pursuant to Section 5100 or 5151 of the Elections Code.

History: Added by Proposition 208 of the November 1996 Statewide General Election; repealed and added by Stats. 2000, Ch. 102 [Proposition 34 of the November Statewide General Election]; amended by Stats. 2013, Ch. 511.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Section 18530.3

§ 85206. Public Moneys.

“Public moneys” has the same meaning as defined in Section 426 of the Penal Code.

History: Added by Proposition 208 of the November 1996 Statewide General Election; repealed and added by Stats. 2000, Ch. 102 [Proposition 34 of the November Statewide General Election].

Article 3. Contribution Limitations.

§ 85300 – 85321

§ 85300.	Use of Public Funds for Seeking Elective Office.*	68
§ 85301.	Limits on Contributions from Persons.	69
§ 85302.	Limits on Contributions from Small Contributor Committees.	69
§ 85303.	Limits on Contributions to Committees and Political Parties.	69
§ 85304.	Legal Defense Fund.	70
§ 85304.5.	Legal Defense Fund; Local Candidates and Elected Officeholders.	70
§ 85305.	Restrictions on Contributions by Candidates.	70
§ 85306.	Transfers Between a Candidate’s Own Committees; Use of Funds Raised Prior to Effective Date.	71
§ 85307.	Loans.	71
§ 85308.	Family Contributions.	71
§ 85309.	Online Disclosure of Contributions.	71
§ 85310.	Communications Identifying State Candidates.	72
§ 85312.	Communications to Members of an Organization.	72
§ 85314.	Special Elections and Special Runoff Elections as Separate Elections.	72
§ 85315.	Elected State Officer Recall Committees.	72
§ 85316.	Post-Election Fundraising Restrictions; State Officeholder Accounts.	73
§ 85317.	Carry Over of Contributions.	73
§ 85318.	Contributions Received for Primary and General Elections.	73
§ 85319.	Returning Contributions.	74
§ 85319.5.	Return or Attribution of Excessive Contributions.	74
§ 85320.	Foreign Entities.	74
§ 85321.	Post-Election Fundraising; Elections Held Prior to January 1, 2001.	75

§ 85300. Use of Public Funds for Seeking Elective Office.*

(a) Except as provided in subdivision (b), a public officer shall not expend, and a candidate shall not accept, any public moneys for the purpose of seeking elective office.

(b) A public officer or candidate may expend or accept public moneys for the purpose of seeking elective office if the state or a local governmental entity establishes a dedicated fund for this purpose by statute, ordinance, resolution, or charter, and both of the following are true:

(1) Public moneys held in the fund are available to all qualified, voluntarily participating candidates for the same office without regard to incumbency or political party preference.

(2) The state or local governmental entity has established criteria for determining a candidate’s qualification by statute, ordinance, resolution, or charter.

History: Added by Proposition 73 of the June 1988 Statewide Primary Election; amended by Stats. 2016, Ch. 837.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Section 18530

* Please note that the Commission is enjoined from enforcing the provisions of Statutes 2016, Chapter 837. (See *Howard Jarvis Taxpayers Assn. v. Newsom* (2019) 39 Cal.App.5th 158.)

§ 85301. Limits on Contributions from Persons.

(a) A person, other than a small contributor committee or political party committee, shall not make to a candidate for elective state office other than a candidate for statewide elective office, and a candidate for elective state office other than a candidate for statewide elective office shall not accept from a person, a contribution totaling more than three thousand dollars (\$3,000) per election.

(b) Except to a candidate for Governor, a person, other than a small contributor committee or political party committee, shall not make to a candidate for statewide elective office, and except a candidate for Governor, a candidate for statewide elective office shall not accept from a person other than a small contributor committee or a political party committee, a contribution totaling more than five thousand dollars (\$5,000) per election.

(c) A person, other than a small contributor committee or political party committee, shall not make to a candidate for Governor, and a candidate for Governor shall not accept from any person other than a small contributor committee or political party committee, a contribution totaling more than twenty thousand dollars (\$20,000) per election.

(d)(1) A person shall not make to a candidate for elective county or city office, and a candidate for elective county or city office shall not accept from a person, a contribution totaling more than the amount set forth in subdivision (a) per election, as that amount is adjusted by the Commission pursuant to Section 83124. This subdivision does not apply in a jurisdiction in which the county or city imposes a limit on contributions pursuant to Section 85702.5.

(2) This subdivision shall become operative on January 1, 2021.

(e) The provisions of this section do not apply to a candidate's contributions of the candidate's personal funds to the candidate's own campaign.

History: Added by Proposition 73 of the June 1988 Statewide Primary Election. (Formerly titled "Contributions by Persons to Candidates"); repealed and added by Proposition 208 of the November 1996 Statewide General Election; repealed and added by Stats. 2000, Ch. 102 [Proposition 34 of the November Statewide General Election]; amended by Stats. 2019, Ch. 556.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18404.1, 18421.4, 18421.8, 18503, 18521, 18521.5, 18523, 18523.1, 18530.2, 18530.4, 18530.8, 18531, 18531.2, 18531.5, 18531.6, 18531.61, 18533, 18535, 18536, 18537, 18537.1, 18544, 18545, 18951

Opinions: *In re Sanders* (2021)

§ 85302. Limits on Contributions from Small Contributor Committees.

(a) A small contributor committee may not make to any candidate for elective state office other than a candidate for statewide elective office, and a candidate for elective state office, other than a candidate for statewide elective office may not accept from a small contributor committee, any

contribution totaling more than six thousand dollars (\$6,000) per election.

(b) Except to a candidate for Governor, a small contributor committee may not make to any candidate for statewide elective office and except for a candidate for Governor, a candidate for statewide elective office may not accept from a small contributor committee, any contribution totaling more than ten thousand dollars (\$10,000) per election.

(c) A small contributor committee may not make to any candidate for Governor, and a candidate for governor may not accept from a small contributor committee, any contribution totaling more than twenty thousand dollars (\$20,000) per election.

History: Added by Proposition 73 of the June 1988 Statewide Primary Election. (Formerly titled "Contributions by Persons to Committees"); repealed and added by Proposition 208 of the November 1996 Statewide General Election; repealed and added by Stats. 2000, Ch. 102 [Proposition 34 of the November Statewide General Election].

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18421.4, 18503, 18521, 18521.5, 18523, 18523.1, 18531, 18531.5, 18531.6, 18531.61, 18531.63, 18531.64, 18544, 18545

§ 85303. Limits on Contributions to Committees and Political Parties.

(a) A person may not make to any committee, other than a political party committee, and a committee other than a political party committee may not accept, any contribution totaling more than five thousand dollars (\$5,000) per calendar year for the purpose of making contributions to candidates for elective state office.

(b) A person may not make to any political party committee, and a political party committee may not accept, any contribution totaling more than twenty-five thousand dollars (\$25,000) per calendar year for the purpose of making contributions for the support or defeat of candidates for elective state office. Notwithstanding Section 85312, this limit applies to contributions made to a political party used for the purpose of making expenditures at the behest of a candidate for elective state office for communications to party members related to the candidate's candidacy for elective state office.

(c) Except as provided in Section 85310, nothing in this chapter shall limit a person's contributions to a committee or political party committee provided the contributions are used for purposes other than making contributions to candidates for elective state office.

(d) Nothing in this chapter limits a candidate for elected state office from transferring contributions received by the candidate in excess of any amount necessary to defray the candidate's expenses for election related activities or holding office to a political party committee, provided those transferred contributions are used for purposes consistent with paragraph (4) of subdivision (b) of Section 89519.

History: Added by Proposition 73 of the June 1988 Statewide Primary Election. (Formerly titled "Contributions by Committees to Candidates"); repealed and added by Proposition 208 of the November 1996 Statewide General Election; repealed and added by Stats. 2000, Ch. 102 [Proposition 34

of the November Statewide General Election]; amended by Stats. 2001, Ch. 241, effective September 4, 2001.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18421.4, 18521.5, 18530.3, 18531, 18531.7, 18533, 18534, 18544, 18545

§ 85304. Legal Defense Fund.

(a) A candidate for elective state office or an elected state officer may establish a separate account to defray attorney's fees and other related legal costs incurred for the candidate's or officer's legal defense if the candidate or officer is subject to one or more civil or criminal proceedings or administrative proceedings arising directly out of the conduct of an election campaign, the electoral process, or the performance of the officer's governmental activities and duties. These funds may be used only to defray those attorney fees and other related legal costs.

(b) A candidate may receive contributions to this account that are not subject to the contribution limits set forth in this article. However, all contributions shall be reported in a manner prescribed by the commission.

(c) Once the legal dispute is resolved, the candidate shall dispose of any funds remaining after all expenses associated with the dispute are discharged for one or more of the purposes set forth in paragraphs (1) to (5), inclusive, of subdivision (b) of Section 89519.

(d)(1) Funds in the account created pursuant to subdivision (a) shall not be used to pay or reimburse the candidate or elected officer for a penalty, judgment, or settlement related to a claim of sexual assault, sexual abuse, or sexual harassment filed against the candidate or elective officer in any civil, criminal, or administrative proceeding. If a candidate or elected officer uses funds in that account for other legal costs and expenses related to claims of those unlawful practices and is held liable for such a violation, the candidate or elected officer shall reimburse the account for all funds used in connection with those other legal costs and expenses.

(2) For the purpose of this subdivision, "sexual assault" and "sexual abuse" have the same meaning as in Section 11165.1 of the Penal Code and "sexual harassment" has the same meaning as in subdivision (j) of Section 12940 of the Government Code.

(e)(1) For purposes of this section and Section 85304.5, "attorney's fees and other related legal costs" includes only the following:

(A) Attorney's fees and other legal costs related to the defense of the candidate or officer.

(B) Administrative costs directly related to compliance with the requirements of this title.

(2) "Attorney's fees and other related legal costs" does not include expenses for fundraising, media or political consulting fees, mass mailing or other advertising, or, except as expressly authorized by subdivision (c) of Section 89513, a payment or reimbursement for a fine, penalty, judgment or settlement, or a payment to return or disgorge contributions made to any other committee controlled by the candidate or officer.

History: Added by Proposition 73 of the June 1988 Statewide Primary Election. (Formerly titled "Prohibition on Transfers"); repealed and added by

Proposition 208 of the November 1996 Statewide General Election. (Formerly titled "Limitations on Contributions from Political Parties"); repealed and added by Stats. 2000, Ch. 102 [Proposition 34 of the November Statewide General Election]; amended by Stats. 2014, Ch. 884.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18521.5, 18530.45,

Opinions: *In re Pelham* (2001) 15 FPPC Ops. 1

§ 85304.5. Legal Defense Fund; Local Candidates and Elected Officeholders.

(a) A candidate for elective office other than an elective state office or an elected officer other than an elected state officer may establish a separate account pursuant to subdivision (a) of Section 85304 and may use these funds only to defray attorney's fees and other related legal costs.

(b) A candidate for an elective office other than an elective state office may receive contributions to the separate account subject to any limitations provided by local ordinance. However, all contributions to these separate accounts shall be reported in a manner prescribed by the commission.

(c) Once the legal dispute is resolved, the candidate or elected officer shall dispose of any funds remaining in the separate accounts after all expenses associated with the dispute are discharged for one or more of the purposes set forth in paragraphs (1) to (5), inclusive, of subdivision (b) of Section 89519.

(d)(1) Funds in the account created pursuant to subdivision (a) shall not be used to pay or reimburse the candidate or elected officer for a penalty, judgment, or settlement related to a claim of sexual assault, sexual abuse, or sexual harassment filed against the candidate or elective officer in any civil, criminal, or administrative proceeding. If a candidate or elected officer uses funds in that account for other legal costs and expenses related to claims of those unlawful practices and is held liable for such a violation, the candidate or elected officer shall reimburse the account for all funds used in connection with those other legal costs and expenses.

(2) For the purpose of this subdivision, "sexual assault" and "sexual abuse" have the same meaning as in Section 11165.1 of the Penal Code and "sexual harassment" has the same meaning as in subdivision (j) of Section 12940 of the Government Code.

(e) For purposes of this section, "attorney's fees and other related legal costs" has the same meaning as in Section 85304.

History: Added by Stats. 2007, Ch. 283; amended by Stats. 2014, Ch. 884.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18521.5, 18530.45, 18535

§ 85305. Restrictions on Contributions by Candidates.

(a) A candidate for elective state, county, or city office or committee controlled by that candidate shall not make a contribution to any other candidate for elective state, county, or city office in excess of the limits set forth in subdivision (a) of Section 85301. This section does not apply in a jurisdiction in which the county or city imposes a limit on contributions pursuant to Section 85702.5.

§ 85306. Transfers Between a
Candidate's Own Committees; Use
of Funds Raised Prior to Effective
Date.

71

§ 85309. Online Disclosure of
Contributions.

(b) This section shall become operative on January 1, 2021.

History: Added by Proposition 73 of the June 1988 Statewide Primary Election. (Formerly titled "Contribution Limitations During Special or Special Runoff Election Cycles"); repealed and added by Proposition 208 of the November 1996 Statewide General Election. (Formerly titled "Restrictions on When Contributions Can be Received"); repealed and added by Stats. 2000, Ch. 102 [Proposition 34 of the November Statewide General Election]; amended, repealed, and added by Stats. 2019, Ch. 556.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18421.4, 18535, 18536

Opinion: *In re Rios* (2017) FPPC Ops. No. O-17-001

§ 85306. Transfers Between a Candidate's Own Committees; Use of Funds Raised Prior to Effective Date.

(a) A candidate may transfer campaign funds from one controlled committee to a controlled committee for elective state, county, or city office of the same candidate. Contributions transferred shall be attributed to specific contributors using a "last in, first out" or "first in, first out" accounting method, and these attributed contributions when aggregated with all other contributions from the same contributor shall not exceed the limits set forth in Section 85301 or 85302.

(b) Notwithstanding subdivision (a), a candidate for elective state office, other than a candidate for statewide elective office, who possesses campaign funds on January 1, 2001, may use those funds to seek elective office without attributing the funds to specific contributors.

(c) Notwithstanding subdivision (a), a candidate for statewide elective office who possesses campaign funds on November 6, 2002, may use those funds to seek elective office without attributing the funds to specific contributors.

(d) This section does not apply in a jurisdiction in which the county or city imposes a limit on contributions pursuant to Section 85702.5.

(e) This section shall become operative on January 1, 2021.

History: Added by Proposition 73 of the June 1988 Statewide Primary Election. (Formerly titled "Use of Campaign Funds; Effective Date"); repealed and added by Proposition 208 of the November 1996 Statewide General Election. (Formerly titled "Transfers"); repealed and added by Stats. 2000, Ch. 102 [Proposition 34 of the November Statewide General Election]; amended by Stats. 2001, Ch. 241, effective September 4, 2001; amended, repealed, and added by Stats. 2019, Ch. 556.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18421.4, 18530.2, 18530.4, 18531.6, 18531.61, 18531.63, 18531.64, 18536, 18537.1

§ 85307. Loans.

(a) The provisions of this article regarding loans apply to extensions of credit, but do not apply to loans made to a candidate by a commercial lending institution in the lender's regular course of business on terms available to members of the general public for which the candidate is personally liable.

(b) Notwithstanding subdivision (a), a candidate for elective state, county, or city office shall not personally loan

to the candidate's campaign, including the proceeds of a loan obtained by the candidate from a commercial lending institution, an amount, the outstanding balance of which exceeds one hundred thousand dollars (\$100,000). A candidate shall not charge interest on any loan the candidate made to the candidate's campaign. This subdivision does not apply to a jurisdiction in which the county or city imposes a limit on contributions pursuant to Section 85702.5.

(c) This section shall become operative on January 1, 2021.

History: Added by Proposition 73 of the June 1988 Statewide Primary Election. (Formerly titled "Loans; Contributions"); repealed and added by Proposition 208 of the November 1996 Statewide General Election; repealed and added by Stats. 2000, Ch. 102 [Proposition 34 of the November Statewide General Election]; amended by Stats. 2004, Ch. 815, effective September 27, 2004; amended, repealed, and added by Stats. 2019, Ch. 556.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18421.4, 18530.7, 18530.8

§ 85308. Family Contributions.

(a) Contributions made by a husband and wife may not be aggregated.

(b) A contribution made by a child under 18 years of age is presumed to be a contribution from the parent or guardian of the child.

History: Added by Proposition 208 of the November 1996 Statewide General Election; repealed and added by Stats. 2000, Ch. 102 [Proposition 34 of the November Statewide General Election].

Opinions: *In re Pelham* (2001) 15 FPPC Ops. 1

§ 85309. Online Disclosure of Contributions.

(a) In addition to any other report required by this title, a candidate for elective state office who is required to file reports pursuant to Section 84605 shall file online or electronically with the Secretary of State a report disclosing receipt of a contribution of one thousand dollars (\$1,000) or more received during an election cycle. Those reports shall disclose the same information required by subdivision (a) of Section 84203 and shall be filed within 24 hours of receipt of the contribution.

(b) In addition to any other report required by this title, any committee primarily formed to support or oppose one or more state ballot measures that is required to file reports pursuant to Section 84605 shall file online or electronically with the Secretary of State a report disclosing receipt of a contribution of one thousand dollars (\$1,000) or more received during an election cycle. Those reports shall disclose the same information required by subdivision (a) of Section 84203 and shall be filed within 24 hours of receipt of the contribution.

(c) In addition to any other report required by this title, a candidate for elective state office who is required to file reports pursuant to Section 84605 shall file online or electronically with the Secretary of State a report disclosing receipt of a contribution of five thousand dollars (\$5,000) or more received at any time other than during an election cycle.

cle. Those reports shall disclose the same information required by subdivision (a) of Section 84203 and shall be filed within 10 business days of receipt of the contribution.

(d) In addition to any other report required by this title, a committee primarily formed to support or oppose a state ballot measure that is required to file reports pursuant to Section 84605 shall file online or electronically with the Secretary of State a report disclosing receipt of a contribution of five thousand dollars (\$5,000) or more received at any time other than during an election cycle. Those reports shall disclose the same information required by subdivision (a) of Section 84203 and shall be filed within 10 business days of receipt of the contribution.

History: Added by Proposition 208 of the November 1996 Statewide General Election. (Formerly titled "Aggregate Contributions from Non-individuals"); repealed and added by Stats. 2000, Ch. 102 [Proposition 34 of the November Statewide General Election]; amended by Stats. 2001, Ch. 241, effective September 4, 2001.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18425

§ 85310. Communications Identifying State Candidates.

(a) Any person who makes a payment or a promise of payment totaling fifty thousand dollars (\$50,000) or more for a communication that clearly identifies a candidate for elective state office, but does not expressly advocate the election or defeat of the candidate, and that is disseminated, broadcast, or otherwise published within 45 days of an election, shall file online or electronically with the Secretary of State a report disclosing the name of the person, address, occupation, and employer, and amount of the payment. The report shall be filed within 48 hours of making the payment or the promise to make the payment.

(b)(1) Except as provided in paragraph (2), if any person has received a payment or a promise of a payment from other persons totaling five thousand dollars (\$5,000) or more for the purpose of making a communication described in subdivision (a), the person receiving the payments shall disclose on the report the name, address, occupation and employer, and date and amount received from the person.

(2) A person who receives or is promised a payment that is otherwise reportable under paragraph (1) is not required to report the payment if the person is in the business of providing goods or services and receives or is promised the payment for the purpose of providing those goods or services.

(c) Any payment received by a person who makes a communication described in subdivision (a) is subject to the limits specified in subdivision (b) of Section 85303 if the communication is made at the behest of the clearly identified candidate.

History: Added by Proposition 208 of the November 1996 Statewide General Election. (Formerly titled "Aggregate Contributions to All State Candidates"); repealed and added by Stats. 2000, Ch. 102 [Proposition 34 of the November Statewide General Election].

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18521.5, 18225.7, 18531.10, 18539.2

§ 85312. Communications to Members of an Organization.

For purposes of this title, payments for communications to members, employees, shareholders, or families of members, employees, or shareholders of an organization for the purpose of supporting or opposing a candidate or a ballot measure are not contributions or expenditures, provided those payments are not made for general public advertising such as broadcasting, billboards, and newspaper advertisements. However, payments made by a political party for communications to a member who is registered as expressing a preference for that party on that member's affidavit of registration pursuant to Sections 2150, 2151, and 2152 of the Elections Code that would otherwise qualify as contributions or expenditures shall be reported in accordance with Article 2 (commencing with Section 84200) of Chapter 4, and Chapter 4.6 (commencing with Section 84600), of this title.

History: Added by Proposition 208 of the November 1996 Statewide General Election. (Formerly titled "Communications Within an Organization"); repealed and added by Stats. 2000, Ch. 102 [Proposition 34 of the November Statewide General Election]; amended by Stats. 2001, Ch. 241, effective September 4, 2001; amended by Stats. 2012, Ch. 3, effective February 10, 2012; amended by Stats. 2021, Ch. 50.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18215, 18215.2, 18531.7

Opinions: *In re Olson* (2001) 15 FPPC Ops. 13

§ 85314. Special Elections and Special Runoff Elections as Separate Elections.

The contribution limits of this chapter apply to special elections and apply to special runoff elections. A special election and a special runoff election are separate elections for purposes of the contribution and voluntary expenditure limits set forth in this chapter.

History: Added by Stats. 2000, Ch. 102 [Proposition 34 of the November Statewide General Election].

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18421.4

§ 85315. Elected State Officer Recall Committees.

(a) Notwithstanding any other provision of this chapter, an elected state, county, or city officer may establish a committee to oppose the qualification of a recall measure, and the recall election. This committee may be established when the elected state, county, or city officer receives a notice of intent to recall pursuant to Section 11021 of the Elections Code. An elected state, county, or city officer may accept campaign contributions to oppose the qualification of a recall measure, and if qualification is successful, the recall election, without regard to the campaign contribution limits set forth in this chapter. The voluntary expenditure limits do not apply to expenditures made to oppose the qualification of a recall measure or to oppose the recall election.

(b) After the failure of a recall petition or after the recall election, the committee formed by the elected state, county, or city officer shall wind down its activities and dissolve. Any remaining funds shall be treated as surplus funds

§ 85316. Post-Election Fundraising
Restrictions; State Officeholder
Accounts.

73

§ 85318. Contributions Received for
Primary and General Elections.

and shall be expended within 30 days after the failure of the recall petition or after the recall election for a purpose specified in subdivision (b) of Section 89519.

(c) This section does not apply in a jurisdiction in which the county or city imposes a limit on contributions pursuant to Section 85702.5.

(d) This section shall become operative on January 1, 2021.

History: Added by Stats. 2000, Ch. 102 [Proposition 34 of the November Statewide General Election]; amended, repealed, and added by Stats. 2019, Ch. 556.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18531.5, 18535

Opinion: *In re Rios* (2017) FPPC Ops. No. O-17-001

**§ 85316. Post-Election Fundraising Restrictions;
State Officeholder Accounts.**

(a) Except as provided in subdivision (b), a contribution for an election may be accepted by a candidate for elective state, county, or city office after the date of the election only to the extent that the contribution does not exceed net debts outstanding from the election, and the contribution does not otherwise exceed the applicable contribution limit for that election.

(b) Notwithstanding subdivision (a), an elected state officer may accept contributions after the date of the election for the purpose of paying expenses associated with holding the office provided that the contributions are not expended for any contribution to any state or local committee. Contributions received pursuant to this subdivision shall be deposited into a bank account established solely for the purposes specified in this subdivision.

(1) A person shall not make, and an elected state officer shall not receive from a person, a contribution pursuant to this subdivision totaling more than the following amounts per calendar year:

(A) Three thousand dollars (\$3,000) in the case of an elected state officer of the Assembly or Senate.

(B) Five thousand dollars (\$5,000) in the case of a statewide elected state officer other than the Governor.

(C) Twenty thousand dollars (\$20,000) in the case of the Governor.

(2) An elected state officer shall not receive contributions pursuant to paragraph (1) that, in the aggregate, total more than the following amounts per calendar year:

(A) Fifty thousand dollars (\$50,000) in the case of an elected state officer of the Assembly or Senate.

(B) One hundred thousand dollars (\$100,000) in the case of a statewide elected state officer other than the Governor.

(C) Two hundred thousand dollars (\$200,000) in the case of the Governor.

(3) Any contribution received pursuant to this subdivision shall be deemed to be a contribution to that candidate for election to any state office that the candidate may seek during the term of office to which the candidate is currently elected, including, but not limited to, reelection to the office

the candidate currently holds, and shall be subject to any applicable contribution limit provided in this title. If a contribution received pursuant to this subdivision exceeds the allowable contribution limit for the office sought, the candidate shall return the amount exceeding the limit to the contributor on a basis to be determined by the Commission. The expenditures made by elected state officers pursuant to this subdivision shall not be subject to the voluntary expenditure limitations in Section 85400.

(4) The Commission shall adjust the calendar year contribution limitations and aggregate contribution limitations set forth in this subdivision in January of every odd-numbered year to reflect any increase or decrease in the Consumer Price Index. Those adjustments shall be rounded to the nearest one hundred dollars (\$100).

(c) This section does not apply in a jurisdiction in which the county or city imposes a limit on contributions pursuant to Section 85702.5.

(d) This section shall become operative on January 1, 2021.

History: Added by Stats. 2000, Ch. 102 [Proposition 34 of the November Statewide General Election]; amended by Stats. 2006, Ch. 624, effective September 29, 2006; amended by Stats. 2007, Ch. 130; amended, repealed, and added by Stats. 2019, Ch. 556.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18521.5, 18531.6, 18531.61, 18531.62, 18531.63, 18531.64, 18537.1, 18544, 18545

§ 85317. Carry Over of Contributions.

(a) Notwithstanding subdivision (a) of Section 85306, a candidate for elective state, county, or city office may carry over contributions raised in connection with one election for elective state, county, or city office to pay campaign expenditures incurred in connection with a subsequent election for the same elective state, county, or city office. This section does not apply in a jurisdiction in which the county or city imposes a limit on contributions pursuant to Section 85702.5.

(b) This section shall become operative on January 1, 2021.

History: Added by Stats. 2000, Ch. 102 [Proposition 34 of the November Statewide General Election]; amended by Stats. 2001, Ch. 241, effective September 4, 2001; amended, repealed, and added by Stats. 2019, Ch. 556.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18531.6, 18531.61, 18531.63, 18531.64, 18537.1

**§ 85318. Contributions Received for Primary and
General Elections.**

(a) A candidate for elective state, county, or city office may raise contributions for a general election before the primary election, and for a special general election before a special primary election, for the same elective state, county, or city office if the candidate sets aside these contributions and uses these contributions for the general election or special general election. If the candidate for elective state, county, or city office is defeated in the primary election or special primary election, or otherwise withdraws from the

general election or special general election, the general election or special general election funds shall be refunded to the contributors on a pro rata basis less any expenses associated with the raising and administration of general election or special general election contributions. Notwithstanding Section 85201, candidates for elective state, county, or city office may establish separate campaign contribution accounts for the primary and general elections or special primary and special general elections.

(b) This section does not apply in a jurisdiction in which the county or city imposes a limit on contributions pursuant to Section 85702.5.

(c) This section shall become operative on January 1, 2021.

History: Added by Stats. 2000, Ch. 102 [Proposition 34 of the November Statewide General Election]; amended by Stats. 2001, Ch. 241, effective September 4, 2001; amended, repealed, and added by Stats. 2019, Ch. 556.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18521, 18531.2, 18531.6, 18531.61, 18531.63, 18531.64 18536, 18537.1

§ 85319. Returning Contributions.

A candidate for state elective office may return all or part of any contribution to the donor who made the contribution at any time, whether or not other contributions are returned, except a contribution that the candidate for state elective office made to that candidate's own controlled committee.

History: Added by Stats. 2000, Ch. 102 [Proposition 34 of the November Statewide General Election]; amended by Stats. 2002, Ch. 212; amended by Stats. 2021, Ch. 50.

§ 85319.5. Return or Attribution of Excessive Contributions.

(a) Notwithstanding any other law, a committee that receives a contribution, or a portion thereof, that exceeds a contribution limit set forth in Section 85301, 85302, 85303, or 85316, may return the contribution, or a portion thereof, that exceeds the limit, or may attribute the portion of the contribution that exceeds the limit to another election in accordance with subdivision (d), without violating the applicable contribution limit, provided that the following conditions are met:

(1) The amount in excess of the contribution is returned or attributed within 14 days of receiving the contribution.

(2) The committee does not deposit or allow deposit of the contribution with actual knowledge that the contribution exceeds the applicable limit.

(3) The committee does not make use of the contribution prior to returning or attributing it.

(b) Notwithstanding paragraph (2) of subdivision (a) or any other law, a committee that receives a monetary contribution, or a portion thereof, that exceeds a contribution limit set forth in Section 85301, 85302, 85303, or 85316, and that deposits or allows deposit of the contribution with actual knowledge that the contribution exceeds the applicable limit, may return the contribution, or a portion thereof, that exceeds the limit, or may attribute the portion that exceeds the limit to another election in accordance with subdivision

(d), without violating the applicable contribution limit, provided that the following conditions are met:

(1) The amount in excess of the contribution limit is returned or attributed within 72 hours of receipt, or is returned or attributed on or before the date of the election, whichever is sooner.

(2) The committee does not make use of the contribution prior to returning or attributing it.

(3) The committee does not deposit or allow deposit of the contribution with actual knowledge that the contribution is more than two times the applicable limit.

(c) By or before the applicable deadline for returning or attributing the contribution, or excess portion thereof, in subdivision (a) or (b), a committee that receives a contribution that exceeds a contribution limit set forth in Section 85301, 85302, 85303, or 85316 shall inform the contributor that their contribution was in excess of the applicable limit. If the contribution was attributed pursuant to paragraph (2) of subdivision (d), the committee shall also inform the contributor that the contribution was attributed and that the contributor may request a refund.

(d) (1) A committee may, in accordance with any regulations adopted by the commission, request that the contributor attribute in writing a contribution to a different election.

(2) A committee may, in accordance with any regulations adopted by the commission, automatically attribute the portion of a contribution that is in excess of the applicable limit between the primary and general elections.

(e) For the purposes of this section, a committee makes use of a monetary contribution if, after receiving the contribution, it makes expenditures exceeding what the committee's available cash balance would have been if the committee had not received the contribution and any other contributions that exceed the applicable contribution limit.

(f) For purposes of this section, a committee attributes a contribution when the committee designates the portion of the contribution in excess of the applicable limit to another election.

History: Added by Stats. 2022, Ch. 816.

§ 85320. Foreign Entities.

(a) A foreign government or foreign principal shall not make, directly or through any other person, a contribution, expenditure, or independent expenditure in connection with the qualification or support of, or opposition to, any state or local ballot measure or in connection with the election of a candidate to state or local office.

(b) A person or a committee shall not solicit or accept a contribution from a foreign government or foreign principal in connection with the qualification or support of, or opposition to, any state or local ballot measure or in connection with the election of a candidate to state or local office.

(c) For the purposes of this section, a "foreign principal" includes the following:

(1) A foreign political party.

(2) A person outside the United States, unless either of the following is established:

§ 85321. Post-Election Fundraising;
Elections Held Prior to January 1,
2001.

75

§ 85401. Candidate Acceptance or
Rejection of Expenditure Ceilings.

(A) The person is an individual and a citizen of the United States.

(B) The person is not an individual and is organized under or created by the laws of the United States or of any state or other place subject to the jurisdiction of the United States and has its principal place of business within the United States.

(3) A partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country.

(4) A domestic subsidiary of a foreign corporation if the decision to contribute or expend funds is made by an officer, director, or management employee of the foreign corporation who is neither a citizen of the United States nor a lawfully admitted permanent resident of the United States.

(d) This section shall not prohibit a contribution, expenditure, or independent expenditure made by a lawfully admitted permanent resident.

(e) Any person who violates this section shall be guilty of a misdemeanor and shall be fined an amount equal to the amount contributed or expended.

History: Added by Stats. 1997, Ch. 67; amended by Stats. 2000, Ch. 349; amended by Stats. 2021, Ch. 313.

§ 85321. Post-Election Fundraising; Elections Held Prior to January 1, 2001.

Notwithstanding any other provision of this chapter, if a candidate for elective state office or the candidate's controlled committee had net debts resulting from an election held prior to January 1, 2001, contributions to that candidate or committee for that election are not subject to the limits of Sections 85301 and 85302.

History: Added by Stats. 2001, Ch. 241, effective September 4, 2001.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18531.6, 18531.61, 18537

Article 4. Voluntary Expenditure Ceilings.

§ 85400 – 85403

§ 85400.	Voluntary Expenditure Ceilings.....	75
§ 85401.	Candidate Acceptance or Rejection of Expenditure Ceilings.....	75
§ 85402.	Lifting Expenditure Limits; Opponent's Use of Personal Funds.....	76
§ 85403.	Violations of Voluntary Expenditure Limits...	76

§ 85400. Voluntary Expenditure Ceilings.

(a) A candidate for elective state office, other than the Board of Administration of the Public Employees' Retirement System, who voluntarily accepts expenditure limits shall not make campaign expenditures in excess of the following:

(1) For an Assembly candidate, four hundred thousand dollars (\$400,000) in the primary or special primary election and seven hundred thousand dollars (\$700,000) in the general or special general election.

(2) For a Senate candidate, six hundred thousand dollars (\$600,000) in the primary or special primary election and nine hundred thousand dollars (\$900,000) in the general or special general election.

(3) For a candidate for the State Board of Equalization, one million dollars (\$1,000,000) in the primary election and one million five hundred thousand dollars (\$1,500,000) in the general election.

(4) For a statewide candidate other than a candidate for Governor or the State Board of Equalization, four million dollars (\$4,000,000) in the primary election and six million dollars (\$6,000,000) in the general election.

(5) For a candidate for Governor, six million dollars (\$6,000,000) in the primary election and ten million dollars (\$10,000,000) in the general election.

(b) For purposes of this section, "campaign expenditures" has the same meaning as "election-related activities" as defined in Section 82022.5.

(c) A campaign expenditure made by a political party on behalf of a candidate shall not be attributed to the limitations on campaign expenditures set forth in this section.

History: Added by Proposition 73 of the June 1988 Statewide Primary Election. (Formerly titled "Limitations on Gifts and Honoraria"); repealed by Stats. 1990, Ch. 84; added by Proposition 208 of the November 1996 Statewide General Election; repealed and added by Stats. 2000, Ch. 102 [Proposition 34 of the November Statewide General Election]; amended by Stats. 2001, Ch. 241, effective September 4, 2001; amended by Stats. 2017, Ch. 749.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18421.4, 18540, 18542, 18543, 18544, 18545

§ 85401. Candidate Acceptance or Rejection of Expenditure Ceilings.

(a) Each candidate for elective state office shall file a statement of acceptance or rejection of the voluntary expenditure limits set forth in Section 85400 at the time the candidate files the statement of intention specified in Section 85200.

(b) A candidate may, until the deadline for filing nomination papers set forth in Section 8020 of the Elections Code, change the candidate's statement of acceptance or rejection of voluntary expenditure limits provided the candidate has not exceeded the voluntary expenditure limits. A candidate shall not change the candidate's statement of acceptance or rejection of voluntary expenditure limits more than twice after the candidate's initial filing of the statement of intention for that election and office.

(c) Any candidate for elective state office who declined to accept the voluntary expenditure limits but who nevertheless does not exceed the limits in the primary, special primary, or special election, may file a statement of acceptance of the expenditure limits for a general or special runoff election within 14 days following the primary, special primary, or special election.

(d) Notwithstanding Section 81004.5 or any other provision of this title, a candidate shall not change the candi-

date's statement of acceptance or rejection of voluntary expenditure limits other than as provided for by this section and Section 85402.

History: Added by Proposition 208 of the November 1996 Statewide General Election; repealed and added by Stats. 2000, Ch. 102 [Proposition 34 of the November Statewide General Election]; amended by Stats. 2004, Ch. 9, effective January 22, 2004; amended by Stats. 2004, Ch. 207; amended by Stats. 2021, Ch. 50.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18421.4, 18542

§ 85402. Lifting Expenditure Limits; Opponent's Use of Personal Funds.

(a) Any candidate for elective state office who has filed a statement accepting the voluntary expenditure limits is not bound by those limits if an opposing candidate contributes personal funds to the opposing candidate's own campaign in excess of the limits set forth in Section 85400.

(b) The commission shall require by regulation timely notification by candidates for elective state office who make personal contributions to their own campaign.

History: Added by Proposition 208 of the November 1996 Statewide General Election. (Formerly titled "Contribution Limits for Candidates Accepting Expenditure Ceilings"); repealed and added by Stats. 2000, Ch. 102 [Proposition 34 of the November Statewide General Election]; amended by Stats. 2021, Ch. 50.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18421.4, 18540, 18542, 18543

§ 85403. Violations of Voluntary Expenditure Limits.

Any candidate who files a statement of acceptance pursuant to Section 85401 and makes campaign expenditures in excess of the limits shall be subject to the remedies in Chapter 3 (commencing with Section 83100) and Chapter 11 (commencing with Section 91000).

History: Added by Proposition 208 of the November 1996 Statewide General Election. (Formerly titled "Time Periods for Expenditures"); repealed and added by Stats. 2000, Ch. 102 [Proposition 34 of the November Statewide General Election].

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Section 18421.4

Article 5. Independent Expenditures.

§ 85500-85505

§ 85500.	Independent Expenditures; 24-Hour Disclosure; Coordination.	76
§ 85501.	Prohibition on Independent Expenditures by Candidate or Officeholder Controlled Committees.	76
§ 85505.	Internet Display of Independent Expenditures; 24-Hour Disclosure Report.	76

§ 85500. Independent Expenditures; 24-Hour Disclosure; Coordination.

(a) In addition to any other report required by this title, a committee, including a political party committee, that is required to file reports pursuant to Section 84605 and that

makes independent expenditures of one thousand dollars (\$1,000) or more during an election cycle in connection with a candidate for elective state office or state ballot measure, shall file online or electronically a report with the Secretary of State disclosing the making of the independent expenditure. This report shall disclose the same information required by subdivision (b) of Section 84204 and shall be filed within 24 hours of the time the independent expenditure is made.

(b) An expenditure may not be considered independent, and shall be treated as a contribution from the person making the expenditure to the candidate on whose behalf, or for whose benefit, the expenditure is made, if the expenditure is made under any of the following circumstances:

(1) The expenditure is made with the cooperation of, or in consultation with, the candidate on whose behalf, or for whose benefit, the expenditure is made, or any controlled committee or any agent of the candidate.

(2) The expenditure is made in concert with, or at the request or suggestion of, the candidate on whose behalf, or for whose benefit, the expenditure is made, or any controlled committee or any agent of the candidate.

(3) The expenditure is made under any arrangement, coordination, or direction with respect to the candidate or the candidate's agent and the person making the expenditure.

History: Added by Proposition 208 of the November 1996 Statewide General Election. (Formerly titled "Independent Expenditures"); repealed and added by Stats. 2000, Ch. 102 [Proposition 34 of the November Statewide General Election]; amended by Stats. 2001, Ch. 241, effective September 4, 2001.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18225.7, 18550

§ 85501. Prohibition on Independent Expenditures by Candidate or Officeholder Controlled Committees.

A controlled committee of a candidate may not make independent expenditures and may not contribute funds to another committee for the purpose of making independent expenditures to support or oppose other candidates.

History: Added by Stats. 2000, Ch. 102 [Proposition 34 of the November Statewide General Election]; amended by Stats. 2001, Ch. 241, effective September 4, 2001.

References at the time of publication (see page 2):

Opinions: In re St. Croix (2005) 18 FPPC Ops. 1

§ 85505. Internet Display of Independent Expenditures; 24-Hour Disclosure Report.

(a) The Secretary of State shall include on the Internet Web site of the Secretary of State's office, as part of the campaign finance activity that is publicly disclosed, any independent expenditure, as defined in Section 82031, that is reported pursuant to Section 85500 with respect to a candidate for elective state office and a statewide ballot measure. This information shall be linked to the part of the Web site that the Secretary of State maintains concerning that candidate or ballot measure.

(b) It is the intent of the Legislature that all forms created for the purpose of filing the online or electronic report required pursuant to Section 85500 include a separate field

§ 85600. Ballot Pamphlet
Designation.

77

§ 85701.5. Recurring Contributions.

for the filer to input the legislative district number and the number or letter of a statewide ballot measure.

History: Added by Stats. 2002, Ch. 511.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Section 18550, 18225.7

**Article 6. Ballot Pamphlet.
§ 85600-85601**

§ 85600. Ballot Pamphlet Designation.....	77
§ 85601. Candidate Access to Ballot Pamphlet Statement.	77

§ 85600. Ballot Pamphlet Designation.

The Secretary of State shall designate in the state ballot pamphlet those candidates for statewide elective office, as defined in Section 82053, who have voluntarily agreed to the expenditure limitations set forth in Section 85400. Local elections officers shall designate in the voter information portion of the sample ballot those candidates for State Senate and Assembly who have voluntarily agreed to the expenditure limitations set forth in Section 85400.

History: Added by Proposition 208 of the November 1996 Statewide General Election. (Formerly titled "Candidate Access to State Ballot Pamphlet"); repealed and added by Stats. 2000, Ch. 102 [Proposition 34 of the November Statewide General Election]; amended by Stats. 2001, Ch. 241, effective September 4, 2001.

§ 85601. Candidate Access to Ballot Pamphlet Statement.

(a) A candidate for statewide elective office, as defined in Section 82053, who accepts the voluntary expenditure limits set forth in Section 85400 may purchase the space to place a statement in the state ballot pamphlet that does not exceed 250 words. The statement may not make any reference to any opponent of the candidate. The statement shall be submitted in accordance with timeframes and procedures set forth by the Secretary of State for the preparation of the state ballot pamphlets.

(b) Notwithstanding subdivision (e) of Section 88001 of this code or subdivision (e) of Section 9084 of the Elections Code, on and after November 6, 2002, the Secretary of State may not include in the state ballot pamphlet a statement from a candidate who has not voluntarily agreed to the expenditure limitations set forth in Section 85400.

(c) A candidate for State Senate or Assembly who accepts the voluntary expenditure limits set forth in Section 85400 may purchase the space to place a statement in the voter information portion of the sample ballot that does not exceed 250 words. The statement may not make any reference to any opponent of the candidate. The statement shall be submitted in accordance with the timeframes and procedures set forth in the Elections Code for the preparation of the voter information portion of the sample ballot.

History: Added by Proposition 208 of the November 1996 Statewide General Election. (Formerly titled "Candidate Access to Local Sample Ballot Materials"); repealed and added by Stats. 2000, Ch. 102 [Proposition 34 of the November Statewide General Election]; amended by Stats. 2001, Ch. 241, effective September 4, 2001.

**Article 7. Additional Contribution Requirements.
§ 85700-85704**

§ 85700. Donor Information Requirements; Return of Contributions.	77
§ 85701. Laundered Contributions.	77
§ 85701.5. Recurring Contributions.....	77
§ 85702. Contributions from Lobbyists.	78
§ 85702.5. Default Contribution Limits for City and County Jurisdictions.	78
§ 85703. Local Jurisdictions.	78
§ 85704. Prohibition on Earmarking.....	79

§ 85700. Donor Information Requirements; Return of Contributions.

(a) A candidate or committee shall return not later than 60 days of receipt by the candidate or committee any contribution of one hundred dollars (\$100) or more for which the candidate or committee does not have on file in the records of the candidate or committee the name, address, occupation, and employer of the contributor.

(b) A candidate or committee may return a contribution pursuant to subdivision (a) after the date that the candidate or committee has reported the contribution under any provision of this title.

History: Added by Proposition 208 of the November 1996 Statewide General Election. (Formerly titled "Disclosure of Occupation and Employer"); repealed and added by Stats. 2000, Ch. 102 [Proposition 34 of the November Statewide General Election]; amended by Stats. 2001, Ch. 241, effective September 4, 2001.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18401, 18421.10, 18570

Opinions: *In re Pelham* (2001) 15 FPPC Ops. 1

§ 85701. Laundered Contributions.

Any candidate or committee that receives a contribution in violation of Section 84301 shall pay to the General Fund of the state the amount of the contribution.

History: Added by Proposition 208 of the November 1996 Statewide General Election. (Formerly titled "Receipt of Laundered Contributions"); repealed and added by Stats. 2000, Ch. 102 [Proposition 34 of the November Statewide General Election].

References at the time of publication (see page 2):

Opinions: *In re Pelham* (2001) 15 FPPC Ops. 1

§ 85701.5. Recurring Contributions.

(a) (1) A solicitation by a candidate or committee, directly or through an agent or intermediary, for a recurring contribution shall be in a form that requires affirmative consent from the person making the recurring contribution.

(2) A candidate or committee shall not accept a recurring contribution from a person unless the candidate or committee receives the affirmative consent of the person to make a recurring contribution at the time of the initial contribution.

(3) Passive action by the contributor, such as failing to uncheck a pre-checked box authorizing a recurring contribution, does not meet the requirement of affirmative consent under this subdivision.

(4) (A) A violation of this subdivision occurs each time a candidate or committee solicits a recurring contribution in

a form that does not require affirmative consent or accepts an initial recurring contribution in response to a solicitation that was in a form that did not require affirmative consent from the contributor.

(B) A candidate or committee that accepts recurring contributions subsequent to an initial recurring contribution in response to a solicitation that was in a form that did not require affirmative consent from the contributor is liable for a fine not to exceed three times the aggregate amount of the subsequent recurring contributions received if all of the following are true:

(i) The candidate or committee knew or should have known that the solicitation required affirmative consent.

(ii) The candidate or committee knew or should have known that the contributor did not give affirmative consent for making the recurring contributions.

(iii) The recurring contributions, in the aggregate, exceed one thousand dollars (\$1,000).

(b) A candidate or committee that accepts a recurring contribution described in subdivision (a) shall do all of the following:

(1) Provide a receipt to the contributor that clearly and conspicuously discloses all terms of the recurring contribution within three days after the initial contribution is received and within three days after each recurring contribution is received.

(2) Provide all necessary information to cancel the recurring contribution in each communication with the contributor that concerns the contribution.

(3) Immediately cancel a recurring contribution upon request of the contributor.

(c) A recurring contribution accepted in response to a solicitation that did not require affirmative consent shall be returned to the contributor within 14 days of the earlier of receipt of a request from the contributor to return the contribution or the date on which the candidate or committee becomes aware that the solicitation of the recurring contribution was in violation of subdivision (a). A contribution accepted after a contributor requested to cancel a recurring contribution shall be returned to the contributor within 14 days of the request to cancel the recurring contribution.

(d) This section does not apply to a sponsored committee soliciting or accepting contributions from the sponsor's members, affiliates, employees, or shareholders.

(e) For purposes of this section, "recurring contribution" means a contribution from a person to a candidate or committee that is automatically charged to the person's bank account, credit card, or other payment account on a repeated basis, such as weekly or monthly, without approval or any other affirmative consent by the person after their initial contribution to the candidate or committee.

History: Added by Stats. 2022, Ch. 942.

§ 85702. Contributions from Lobbyists.

An elected state officer or candidate for elected state office may not accept a contribution from a lobbyist, and a lobbyist may not make a contribution to an elected state officer

or candidate for elected state office, if that lobbyist is registered to lobby the governmental agency for which the candidate is seeking election or the governmental agency of the elected state officer.

History: Added by Proposition 208 of the November 1996 Statewide General Election. (Formerly titled "Bundling of Contributions"); repealed and added by Stats. 2000, Ch. 102 [Proposition 34 of the November Statewide General Election].

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Section 18572

§ 85702.5. Default Contribution Limits for City and County Jurisdictions

(a) A county or city may, by ordinance or resolution, impose a limit on contributions to a candidate for elective county or city office that is different from the limit set forth in subdivision (d) of Section 85301. The limitation may also be imposed by means of a county or city initiative measure.

(b) A county or city that establishes a contribution limit pursuant to subdivision (a) may adopt enforcement standards for a violation of that limit, which may include administrative, civil, or criminal penalties.

(c) The Commission is not responsible for the administration or enforcement of a contribution limit adopted pursuant to subdivision (a).

(d) This section shall become operative on January 1, 2021. A county or city's limit on contributions to a candidate for elective county or city office that is in effect on the operative date of this section shall be deemed to be a limit imposed pursuant to subdivision (a).

History: Added by Stats. 2019, Ch. 556.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Section 18404.1, 18421.4, 18421.8, 18521, 18521.5, 18523.1, 18530.2, 18530.8, 18531.2, 18531.5, 18531.63, 18531.64, 18535, 18536, 18537.1, 18951

§ 85703. Local Jurisdictions.

(a) This act does not nullify contribution limitations or prohibitions of any local jurisdiction that apply to elections for local elective office, except that these limitations and prohibitions shall not conflict with Section 85312. However, a local jurisdiction shall not impose any contribution limitations or prohibitions on an elected member of, or a candidate for election to, a county central committee of a qualified political party, or on a committee primarily formed to support or oppose a person seeking election to a county central committee of a qualified political party.

(b) Limitations and prohibitions imposed by a local jurisdiction on payments for a member communication, as defined in subdivision (c), that conflict with Section 85312 and which are thereby prohibited by subdivision (a) include, but are not limited to, any of the following:

(1) Source restrictions on payments for member communications that are not expressly made applicable to member communications by a state statute or by a regulation adopted by the Commission pursuant to Section 83112.

(2) Limitations on payments to a political party committee for a member communication that are not expressly

made applicable to member communications by a state statute or by a regulation adopted by the Commission pursuant to Section 83112.

(3) Limitations on the scope of payments considered directly related to the making of a member communication, including costs associated with the formulation, design, production, and distribution of the communication such as surveys, list acquisition, and consulting fees that are not expressly made applicable to member communications by a state statute or by a regulation adopted by the Commission pursuant to Section 83112.

(c) For purposes of this section, “member communication” means a communication, within the meaning of Section 85312, to members, employees, shareholders, or families of members, employees, or shareholders of an organization, including a communication by a political party to a member who is registered as expressing a preference for that party on that member’s affidavit of registration pursuant to Sections 2150, 2151, and 2152 of the Elections Code.

History: Added by Proposition 208 of the November 1996 Statewide General Election. (Formerly titled “Earmarking of Contributions Prohibited”); repealed and added by Stats. 2000, Ch. 102 [Proposition 34 of the November Statewide General Election]; amended by Stats. 2007, Ch. 708; amended by Stats. 2012, Ch. 3, effective February 10, 2012; amended by Stats. 2012, Ch. 502; amended by Stats. 2021, Ch. 50.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Section 18531.7

§ 85704. Prohibition on Earmarking.

(a) A person shall not make any contribution to a committee or candidate that is earmarked for a contribution to any other particular committee ballot measure, or candidate unless the contribution is fully disclosed pursuant to Section 84302.

(b) For purposes of subdivision (a), a contribution is earmarked if the contribution is made under any of the following circumstances:

(1) The committee or candidate receiving the contribution solicited the contribution for the purpose of making a contribution to another specifically identified committee, ballot measure, or candidate, requested the contributor to expressly consent to such use, and the contributor consents to such use.

(2) The contribution was made subject to a condition or agreement with the contributor that all or a portion of the contribution would be used to make a contribution to another specifically identified committee, ballot measure, or candidate.

(3) After the contribution was made, the contributor and the committee or candidate receiving the contribution reached a subsequent agreement that all or a portion of the contribution would be used to make a contribution to another specifically identified committee, ballot measure, or candidate.

(c) Notwithstanding subdivisions (a) and (b), dues, assessments, fees, and similar payments made to a membership organization or its sponsored committee in an amount less than five hundred dollars (\$500) per calendar year from

a single source for the purpose of making contributions or expenditures shall not be considered earmarked.

(d) The committee making the earmarked contribution shall provide the committee receiving the earmarked contribution with the name, address, occupation, and employer, if any, or principal place of business, if self-employed, of the contributor or contributors who earmarked their funds and the amount of the earmarked contribution from each contributor at the time it makes the contribution. If the committee making the contribution received earmarked contributions that exceed the amount contributed, or received contributions that were not earmarked, the committee making the contribution shall use a reasonable accounting method to determine which contributors to identify pursuant to this subdivision, but in no case shall the same contribution be disclosed more than one time to avoid disclosure of additional contributors who earmarked their funds.

(e) Earmarked contributions shall be disclosed on reports required by Chapter 4 (commencing with Section 84100) as follows:

(1) A contributor who qualifies as a committee pursuant to Section 82013 and who makes a contribution to a committee but earmarks the funds to another specifically identified committee pursuant to paragraph (1) or (2) of subdivision (b) shall disclose the specifically identified committee as the recipient of the contribution and the other committee as an intermediary at the time the earmarked contribution is made. The specifically identified committee shall disclose the contributor and intermediary at the time the funds are received from the intermediary. The intermediary committee shall disclose receipt of the funds as a miscellaneous increase to cash at the time the funds are received and shall disclose the expenditure as the transfer of an earmarked contribution from the contributor to the specifically identified committee at the time the funds are transferred to the specifically identified committee.

(2) A contributor who qualifies as a committee pursuant to Section 82013 and who makes a contribution to a committee and subsequently earmarks the funds pursuant to paragraph (3) of subdivision (b) shall include a notation on the contributor’s next statement that the original contribution was subsequently earmarked, including the name of the specifically identified committee, ballot measure, or candidate supported or opposed. The committee that previously received the funds shall also include a notation on its next statement that the original contribution was subsequently earmarked and shall disclose the original contributor to any new committee to which it transfers the earmarked funds. The new committee shall disclose the true source of the contribution with a notation that the contribution was earmarked to the specific ballot measure or candidate.

(3) A contributor who qualifies as a committee pursuant to Section 82013 and who earmarks a contribution to a specifically identified ballot measure or candidate shall disclose a contribution to the committee that received the contribution with a notation that the contribution was earmarked to the specific ballot measure or candidate. Compliance with this paragraph satisfies the contributor’s disclosure obligations under this title. The committee receiving the earmarked

contribution shall disclose the contributor with a notation that the contribution was earmarked to the specific ballot measure or candidate when the contribution is received. The committee receiving the funds is solely responsible for disclosing the ultimate use of the earmarked contribution, whether by contribution or expenditure, at the time the funds are used. If the committee receiving the earmarked contribution contributes any portion of the contribution to another committee to support or oppose the specifically identified ballot measure or candidate, that committee shall disclose the true source of the contribution to the new committee receiving the earmarked funds for disclosure on the new committee's campaign report. The new committee shall disclose the true source of the contribution with a notation that the contribution was earmarked to the specific ballot measure or candidate.

(f) A violation of this section shall not be based solely on the timing of contributions made or received.

History: Added by Proposition 208 of the November 1996 Statewide General Election. (Formerly titled "Contributions from Lobbyists"); repealed and added by Stats. 2000, Ch. 102 [Proposition 34 of the November Statewide General Election]; amended by Stats. 2017, Ch. 546; amended by Stats. 2019, Ch. 558.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18401

Article 8. Appropriation. § 85802

§ 85802. Appropriation to the Fair Political Practices Commission.

There is hereby appropriated from the General Fund of the state to the Fair Political Practices Commission the sum of five hundred thousand dollars (\$500,000) annually above and beyond the appropriations established for the commission in the fiscal year immediately prior to the effective date of this act, adjusted for cost-of-living changes, for expenditures to support the operations of the commission pursuant to this act. If any provision of this act is successfully challenged, any attorney's fees and costs shall be paid from the General Fund and the commission's budget shall not be reduced accordingly.

History: Added by Proposition 208 of the November 1996 Statewide General Election.

Chapter 6. Lobbyists. § 86100-86300

Article 1. Registration and Reporting. § 86100-86118	80
Article 2. Prohibitions. § 86200 – 86206	86
Article 3. Exemptions. § 86300	87

Article 1. Registration and Reporting. § 86100-86118

§ 86100. Registration	80
§ 86101. Registration; Time	81

§ 86102. Registration Fees	81
§ 86103. Lobbyist Certification; Requirements.*	81
§ 86104. Lobbying Firm; Registration Requirements.*	81
§ 86105. Lobbyist Employer, Lobbying Coalition; Registration Requirements	82
§ 86106. Renewal of Registration	82
§ 86107. Registration Statement; Amendment; Termination.*	82
§ 86108. Registration Statement; Publication.*	83
§ 86109. Directory of Lobbyists, Lobbying Firms, and Lobbyist Employers.*	83
§ 86109.5. Directory of Lobbyists, Lobbying Firms, and Lobbyist Employers; Online Version.*	83
§ 86110. Recordkeeping	83
§ 86111. Activity Expense; Agency Official	83
§ 86112. Activity Expenses; Reporting	84
§ 86112.3. Invitations	84
§ 86112.5. Notification to Beneficiary of a Gift	84
§ 86113. Periodic Reports; Lobbyists; Contents	84
§ 86114. Periodic Reports; Lobbying Firms; Contents.*	84
§ 86115. Periodic Reports; Employers and Others	85
§ 86116. Periodic Reports; Employers and Others; Contents.*	85
§ 86116.5. Periodic Reports; State and Local Government Agencies	86
§ 86117. Periodic Reports; Filing; Time	86
§ 86118. Periodic Reports; Where to File.*	86

§ 86100. Registration.

(a) The following persons shall register with the Secretary of State:

- (1) Lobbying firms.
- (2) Lobbyist employers under subdivision (a) of Section 82039.5 who employ one or more in-house lobbyists.
- (3) Lobbying coalitions who employ at least one in-house lobbyist.

(b) Each individual lobbyist shall submit a lobbyist certification under Section 86103 for filing with the Secretary of State as part of the registration of the lobbying firm in which the lobbyist is a partner, owner, officer, or employee, or as part of the registration of the lobbyist employer that employs the lobbyist.

(c) Lobbyist employers under subdivision (b) of Section 82039.5 who contract only for a lobbying firm's services, lobbying coalitions who contract for a lobbying firm's services and do not employ an in-house lobbyist, and persons described in subdivision (b) of Section 86115, are not required to register with the Secretary of State, but shall maintain records and file quarterly reports under this chapter.

(d) (1) Except as provided in paragraph (2), a registration statement shall be filed both by online or electronic means and physically, submitting the original statement in paper format.

(2) Upon certification by the Secretary of State of an online filing and disclosure system pursuant to paragraph (7) of subdivision (b) of Section 84602, a registration statement shall be filed by online or electronic means.

History: Amended by Stats. 1983, Chapter 209; repealed and reenacted as amended by Stats. 1985, Ch. 1183, effective September 29, 1985. (Formerly titled "Registration with Secretary of State.") Amended by Stats 2010, Ch. 18; amended by Stats. 2019, Ch. 312; amended by Stats. 2022, Ch. 328.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18249, 18600 18601, 18616.4

§ 86101. Registration; Time.

Every lobbying firm and lobbyist employer who is required to file a registration statement under this chapter shall register with the Secretary of State no later than 10 days after qualifying as a lobbying firm or lobbyist employer.

History: Repealed and reenacted as amended by Stats. 1985, Ch. 1183, effective September 29, 1985. (Formerly titled "Requirement of Registration.")

§ 86102. Registration Fees.

(a) The Secretary of State shall charge each lobbying firm and lobbyist employer required to file a registration statement under this chapter a fee of fifty dollars (\$50) per year for each lobbyist required to be listed on its registration statement.

(b) One-half of the moneys collected pursuant to this section shall be deposited in the Political Disclosure, Accountability, Transparency, and Access Fund, and the other one-half of the moneys shall be deposited in the General Fund.

History: Repealed and reenacted as amended by Stats. 1985, Ch. 1183, effective September 29, 1985 (Formerly titled "Renewal of Registration."); amended by Stats. 2012, Ch. 506.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18601

§ 86103. Lobbyist Certification; Requirements.*

A lobbyist certification shall include all of the following:

(a) A recent photograph of the lobbyist, the size of which shall be prescribed by the Secretary of State.

(b) The full name, business address, and telephone number of the lobbyist.

(c) A statement that the lobbyist has read and understands the prohibitions contained in Sections 86203 and 86205.

(d)(1) In the case of a lobbyist who filed a completed lobbyist certification in connection with the last regular session of the Legislature, a statement that the lobbyist has completed, within the previous 12 months or will complete no later than June 30 of the following year, the course described in subdivision (b) of Section 8956. If the lobbyist certification states that the lobbyist will complete the course no later than June 30 of the following year, the certification shall be accepted on a conditional basis. Thereafter, if the lobbyist completes the course no later than June 30 of the following year, the lobbyist shall file a new lobbyist certification with the Secretary of State which shall replace the conditional lobbyist certification previously filed. If the lobbyist certification states that the lobbyist will complete the course no later than June 30 of the following year and the lobbyist fails to do so, the conditional lobbyist certification shall be void and the individual shall not act as a lobbyist pursuant to this title until the individual has completed the course and filed with the Secretary of State a lobbyist certification stating that the individual has completed the course

and the date of completion. It shall be a violation of this section for any individual to act as a lobbyist pursuant to this title once that individual's conditional certification is void.

(2) If, in the case of a new lobbyist certification, the lobbyist has not completed the course within the previous 12 months, the lobbyist certification shall include a statement that the lobbyist will complete a scheduled course within 12 months, and the lobbyist certification shall be accepted on a conditional basis. Following the lobbyist's completion of the ethics course, the lobbyist shall file a new lobbyist certification with the Secretary of State which shall replace the conditional lobbyist certification previously filed. If the new lobbyist certification states that the lobbyist will complete the course within 12 months and the lobbyist fails to do so, the conditional lobbyist certification shall be void and the individual shall not act as a lobbyist pursuant to this title until that individual has completed the course and filed with the Secretary of State a lobbyist certification stating the individual has completed the course and the date of completion. It shall be a violation of this section for any individual to act as a lobbyist pursuant to this title once that individual's conditional certification is void.

(e) Any other information required by the commission consistent with the purposes and provisions of this chapter.

History: Amended by Stats. 1984, Ch. 161; repealed and reenacted as amended by Stats. 1985, Ch. 1183, effective September 29, 1985. (Formerly titled "Registration Statement; Amendment; Termination"); amended by Stats. 1990, Ch. 84; amended by Stats. 1991, Ch. 391; amended by Stats. 1995, Ch. 346; amended by Stats. 1997, Ch. 574; amended by Stats. 2021, Ch. 50.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18601, 18603.1

Opinions: *In re Evans* (1978) 4 FPPC Ops. 54

*Section 86103 was amended by SB 1239 (Stats. 2018, Ch. 662) with a delayed operation date conditioned upon the Secretary of State certifying an online filing and disclosure system under 84602 (b)(7). For more information, please refer to Appendix V.

§ 86104. Lobbying Firm; Registration Requirements.*

The registration of a lobbying firm shall include:

(a) The full name, business address, and telephone number of the lobbying firm.

(b) A list of the lobbyists who are partners, owners, officers, or employees of the lobbying firm.

(c) The lobbyist certification of each lobbyist in the lobbying firm.

(d) For each person with whom the lobbying firm contracts to provide the following lobbying services.

(1) The full name, business address, and telephone number of the person.

(2) A written authorization signed by the person.

(3) The time period of the contract.

(4) Information sufficient to identify the nature and interests of the person including:

(A) If the person is an individual, the name and address of the person's employer, if any, or the person's principal place of business if the person is self-employed, and a description of the business activity in which the person or the person's employer is engaged.

(B) If the person is a business entity, a description of the business activity in which it is engaged.

(C) If the person is an industry, trade, or professional association, a description of the industry, trade, or profession which it represents including a specific description of any portion or faction of the industry, trade, or profession which the association exclusively or primarily represents and, if the association has not more than 50 members, the names of the members.

(D) If the person is not an individual, business entity, or industry, trade, or professional association, a statement of the person's nature and purposes, including a description of any industry, trade, profession, or other group with a common economic interest which the person principally represents or from which its membership or financial support is principally derived.

(5) The lobbying interests of the person.

(6) A list of the state agencies whose legislative or administrative actions the lobbying firm will attempt to influence for the person.

(e) The name and title of a partner, owner, or officer of the lobbying firm who is responsible for filing statements and reports and keeping records required by this chapter on behalf of the lobbying firm, and a statement signed by the designated responsible person that such person has read and understands the prohibitions contained in Sections 86203 and 86205.

(f) Any other information required by the commission consistent with the purposes and provisions of this chapter.

History: Amended by Stats. 1976, Ch. 415, effective July 10, 1976; repealed and reenacted as amended by Stats. 1985, Ch. 1183, effective September 29, 1985. (Formerly titled "Registration Statement; Publication."); amended by Stats. 1986, Ch. 905; amended by Stats. 1987, Ch. 459; amended by Stats. 2021, Ch. 50.

*Section 86104 was amended by SB 1239 (Stats. 2018, Ch. 662) with a delayed operation date conditioned upon the Secretary of State certifying an online filing and disclosure system under 84602 (b)(7). For more information, please refer to Appendix V.

§ 86105. Lobbyist Employer, Lobbying Coalition; Registration Requirements.

The registration for a lobbyist employer that employs lobbyists or a lobbying coalition shall include:

(a) The following information regarding the lobbyist employer or coalition:

(1) The filer's full name, business address, email address, and telephone number.

(2) Information sufficient to identify the nature and interests of the filer, including:

(A) For an individual, the name and address of the filer's employer, if any, or if self-employed, the filer's principal place of business, and a description of the business activity in which the filer or the filer's employer is engaged.

(B) For a business entity, a description of the business activity in which it is engaged.

(C) For an industry, trade, or professional association, a description of the industry, trade, or profession it represents including a specific description of any part or faction

of the industry, trade, or profession that the association exclusively or primarily represents and, if the association has 50 or fewer members, the names of the members.

(D) For other persons, a statement of the person's nature and purposes, including a description of any industry, trade, profession, or other group with a common economic interest that the person principally represents or from which its membership or financial support is principally derived.

(3) The lobbying employer's or coalition's lobbying interests.

(4) A list of the state agencies whose legislative or administrative actions the lobbyist employer or coalition will attempt to influence.

(b) The lobbyist employer or coalition shall provide:

(1) A list of the lobbyists who are employed by the lobbyist employer or coalition.

(2) The lobbyist certification of each lobbyist employed.

(c) Any other information required by the Commission consistent with this chapter's purposes and provisions.

History: Amended by Stats. 1979, Ch. 592; repealed and reenacted as amended by Stats. 1985, Ch. 1183, effective September 29, 1985. (Formerly titled "Accounts; Designation by Name; Deposits."); amended by Stats. 1987, Ch. 459; repealed and reenacted as amended by Stats. 2019, Ch. 312.

§ 86106. Renewal of Registration.

Each registered lobbying firm and lobbyist employer which will be conducting activities which require registration shall renew its registration by filing photographs of its lobbyists, authorizations, and a registration statement between November 1 and December 31, of each even-numbered year. Each lobbyist shall renew the lobbyist's own lobbyist certification in connection with the renewal of registration by the lobbyist's lobbying firm or employer.

History: Repealed by Stats. 1979, Ch. 592; (Formerly titled "Accounts; Payment of Expenses; Petty Cash"); added by Stats. 1985, Ch. 1183 effective September 29, 1985; amended by Stats. 1987, Ch. 936; amended by Stats. 1997, Ch. 574; amended by Stats. 2021, Ch. 50.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18603, 18603.1

§ 86107. Registration Statement; Amendment; Termination.*

(a) If any change occurs in any of the information contained in a registration statement, an appropriate amendment shall be filed both by online or electronic means and physically, submitting the original one copy of the amendment, in paper format, with the Secretary of State within 20 days after the change. However, if the change includes the name of a person by whom a lobbying firm is retained, the registration statement of the lobbying firm shall be amended and filed to show that change prior to the lobbying firm's attempting to influence any legislative or administrative action on behalf of that person. Lobbying firms and lobbyist employers that, during a regular session of the Legislature, cease all activity that required registration shall file a notice of termination within 20 days after the cessation. Lobbying firms and lobbyist employers that, at the close of a regular session of the

Legislature, cease all activity that required registration are not required to file a notice of termination.

(b) If any change occurs in any of the information contained in a lobbyist certification or if a lobbyist terminates all activity that required the certification, the lobbyist shall submit an amended certification or notice of termination to the lobbyist's lobbying firm or lobbyist employer for filing with the Secretary of State within the time limits specified in subdivision (a). A lobbyist who, at the close of a regular session of the Legislature, ceases all activity that required certification is not required to file a notice of termination.

(c) Lobbyists and lobbying firms are subject to Section 86203 for the earlier of six months after filing a notice of termination or six months after the close of a regular session of the Legislature at the close of which the lobbyist or lobbying firm ceased all activity that required certification or registration.

History: Amended by Stats. 1979, Ch. 592; repealed and reenacted as amended by Stats. 1985, Ch. 1183, effective September 29, 1985. (Formerly titled "Contents of Periodic Reports."); amended by Stats. 1986, Ch. 905; amended by Stats. 1987, Ch. 936; amended by Stats. 2010, Ch. 18; amended by Stats. 2021, Ch. 50.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18603

*Section 86107 was amended by SB 1239 (Stats. 2018, Ch. 662) with a delayed operation date conditioned upon the Secretary of State certifying an online filing and disclosure system under 84602 (b)(7). For more information, please refer to Appendix V.

§ 86108. Registration Statement; Publication.*

All information listed on any registration statement and on any amendment, renewal, or notice of termination shall be printed by the Secretary of State and made public within 30 days after filing.

History: Amended by Stats. 1979, Ch. 592; repealed and reenacted as amended by Stats. 1985, Ch. 1183, effective September 29, 1985. (Formerly titled "Periodic Reports; Employers and Others.")

*Section 86108 was amended by SB 1239 (Stats. 2018, Ch. 662) with a delayed operation date conditioned upon the Secretary of State certifying an online filing and disclosure system under 84602 (b)(7). For more information, please refer to Appendix V.

§ 86109. Directory of Lobbyists, Lobbying Firms, and Lobbyist Employers.*

Within 140 days after the commencement of each regular session of the Legislature, the Secretary of State shall publish a directory of registered individual lobbyists, lobbying firms, and lobbyist employers. The Secretary of State shall publish, from time to time, such supplements to the directory as may be necessary.

History: Amended by Stats. 1984, Ch. 161; repealed and reenacted as amended by Stats. 1985, Ch. 1183, effective September 29, 1985. (Formerly titled "Periodic Reports; Employers and Others; Contents."); amended by Stats. 1991, Ch. 391.

*Section 86109 was repealed by SB 1239 (Stats. 2018, Ch. 662) with a delayed operation date conditioned upon the Secretary of State certifying an online filing and disclosure system under 84602 (b)(7). For more information, please refer to Appendix V.

§ 86109.5. Directory of Lobbyists, Lobbying Firms, and Lobbyist Employers; Online Version.*

(a) The Secretary of State shall establish and maintain on the Internet an online version of the Directory of Lobbyists, Lobbying Firms, and Lobbyist Employers. The Secretary of State shall update the directory weekly.

(b) The Secretary of State shall also display on the Internet a list of the specific changes made to the Directory of Lobbyist, Lobbying Firms, and Lobbying Employers, including new registrations and listings, additions, deletions, and other revisions, during the seven days preceding the update required by subdivision (a).

(c) This section may not be implemented until July 1, 2001, unless otherwise authorized by the Department of Information Technology pursuant to Executive Order D-3-99.

(d) Notwithstanding any other provision of this title, the lobbying data made available on the Internet shall include the street name and building number of the persons or entity representatives listed on all the documents submitted to the Secretary of State pursuant to Chapter 6 (commencing with Section 86100).

History: Added by Stats. 1999, Ch. 855.

*Section 86109.5 was amended by SB 1239 (Stats. 2018, Ch. 662) with a delayed operation date conditioned upon the Secretary of State certifying an online filing and disclosure system under 84602 (b)(7). For more information, please refer to Appendix V.

§ 86110. Recordkeeping.

Lobbyists, lobbying firms, and lobbyist employers which receive payments, make payments or incur expenses or expect to receive payments, make payments or incur expenses in connection with activities which are reportable pursuant to this chapter shall keep detailed accounts, records, bills, and receipts as shall be required by regulations adopted by the commission to expedite the performance of all obligations imposed by this chapter.

History: Amended by Stats. 1979, Ch. 592; repealed and reenacted as amended by Stats. 1985, Ch. 1183, effective September 29, 1985. (Formerly titled "Periodic Reports; Filing; Time.")

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18610, 18612, 18615

§ 86111. Activity Expense; Agency Official.

(a) "Activity expense" as used in this chapter means any expense incurred or payment made by a lobbyist, lobbying firm, lobbyist employer or a person described in subdivision (b) of Section 86115, or arranged by a lobbyist or lobbying firm, which benefits in whole or in part any elective state official, legislative official, agency official, state candidate, or a member of the immediate family of one of these individuals. Activity expenses include gifts, honoraria, consulting fees, salaries, and any other form of compensation but do not include campaign contributions.

(b) "Agency official" as used in this chapter means any official of a state agency whose administrative actions the lobbyist, lobbying firm, lobbyist employer, or person described in subdivision (b) of Section 86115 has attempted or is attempting to influence.

History: Added by Stats. 1979, Ch. 592; amended by Stats. 1976, Ch. 415, effective July 10, 1976, repealed former Section 86111 titled "Periodic Reports; Publication"; repealed and reenacted as amended by Stats. 1985, Ch. 1183, effective September 29, 1985. (Formerly titled "Lobbying Reports and Statements; Where to File.")

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18229.1, 18945, 18950

§ 86112. Activity Expenses; Reporting.

When a person is required to report activity expenses pursuant to this article, the following information shall be provided:

- (a) The date and amount of each activity expense.
- (b) The full name and official position, if any, of the beneficiary of each expense, a description of the benefit, and the amount of benefit.
- (c) The full name of the payee of each expense if other than the beneficiary.

- (d) Any other information required by the commission consistent with the purposes and provisions of this chapter.

History: Added by Stats. 1985, Ch. 1183, effective September 29, 1985.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18623, 18640

§ 86112.3. Invitations.

(a) Each person filing a report pursuant to this article who sends any written or printed invitation to an elected state officer, candidate for elective state office, legislative official or agency official, shall include on the invitation or on a letter attached to the invitation the following typed, printed, or handwritten statement that is at least as large and readable as 8-point Roman boldface type, in a color or print that contrasts with the background so as to be easily legible:

Attendance at this event by a public official will constitute acceptance of a reportable gift.

(b) The notice specified in subdivision (a) shall not be required to appear on any invitation wherein attendance at the event described in the invitation will not constitute acceptance of a reportable gift by an elected state officer, candidate for elective state office, legislative official or agency official, pursuant to paragraph (1) of subdivision (a) of Section 87207.

(c) The remedies provided in Chapter 3 (commencing with Section 83100) constitute the exclusive penalty for a violation of this section. The remedies provided in Chapter 11 (commencing with Section 91000) do not apply to this section.

History: Added by Stats. 1993, Ch. 1140.

§ 86112.5. Notification to Beneficiary of a Gift.

(a) Each person filing a report pursuant to this article shall provide each beneficiary of a gift listed within the report the following information:

- (1) The date and amount of each gift reportable by the beneficiary.
- (2) A description of the goods or services provided to the beneficiary.

(b) The information required to be disclosed pursuant to subdivision (a) shall be provided to the beneficiary within 30 days following the end of each calendar quarter in which the gift was provided. For the purposes of meeting the disclosure requirements of this section, a lobbyist firm or lobbyist employer may provide the beneficiary a copy of the activity expense section of the report submitted to the Secretary of State pursuant to this article.

(c) The remedies provided in Chapter 3 (commencing with Section 83100) constitute the exclusive penalty for a violation of this section. The remedies provided in Chapter 11 (commencing with Section 91000) do not apply to this section.

History: Added by Stats. 1991, Ch. 322.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18640

§ 86113. Periodic Reports; Lobbyists; Contents.

(a) A lobbyist shall complete and verify a periodic report which contains:

- (1) A report of all activity expenses by the lobbyist during the reporting period; and
- (2) A report of all contributions of one hundred dollars (\$100) or more made or delivered by the lobbyist to any elected state officer or state candidate during the reporting period.

(b) A lobbyist shall provide the original of the lobbyist's periodic report to the lobbyist's lobbyist employer or lobbying firm within two weeks following the end of each calendar quarter.

History: Added by Stats. 1985, Ch. 1183, effective September 29, 1985; amended by Stats. 2021, Ch. 50.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18611, 18623, 18942

Opinions: *In re Nida* (1976) 2 FPPC Ops 1
In re Atlantic-Richfield Co. (1975) 1 FPPC Ops. 147
In re Witt (1975) 1 FPPC Ops. 145
In re Horn (1975) 1 FPPC Ops. 126
In re Morrissey (1975) 1 FPPC Ops. 104
In re Spellman (1975) 1 FPPC Ops. 16

§ 86114. Periodic Reports; Lobbying Firms; Contents.*

(a) Lobbying firms shall file periodic reports containing all of the following:

- (1) The full name, address, and telephone number of the lobbying firm.
- (2) The full name, business address, and telephone number of each person who contracted with the lobbying firm for lobbying services, a description of the specific lobbying interests of the person, and the total payments, including fees and the reimbursement of expenses, received from the person for lobbying services during the reporting period.
- (3) The total amount of payments received for lobbying services during the period.
- (4) A periodic report completed and verified by each lobbyist in the lobbying firm pursuant to Section 86113.
- (5) Each activity expense incurred by the lobbying firm including those reimbursed by a person who contracts

with the lobbying firm for lobbying services. A total of all activity expenses of the lobbying firm and all of its lobbyists shall be included.

(6) If the lobbying firm subcontracts with another lobbying firm for lobbying services:

(A) The full name, address, and telephone number of the subcontractor.

(B) The name of the person for whom the subcontractor was retained to lobby.

(C) The total amount of all payments made to the subcontractor.

(7) The date, amount, and the name of the recipient of any contribution of one hundred dollars (\$100) or more made by the filer to an elected state officer, a state candidate, a committee controlled by an elected state officer or state candidate, or a committee primarily formed to support such officers or candidates. If this contribution is reported by the lobbying firm or by a committee sponsored by the lobbying firm in a campaign statement filed pursuant to Chapter 4 which is required to be filed with the Secretary of State, the filer may report only the name of the committee and the identification number of the committee.

(8) Any other information required by the Commission consistent with the purposes and provisions of this chapter.

(b) In addition to the information required by subdivision (a), lobbying firms which qualify pursuant to paragraph (2) of subdivision (a) of Section 82038.5 shall also report the name and title of each partner, owner, officer, and employee of the lobbying firm who, on at least five separate occasions during the reporting period, engaged in direct communication with any elective state official, legislative official, or agency official, for the purpose of influencing legislative or administrative action on behalf of a person who contracts with the lobbying firm for lobbying services. This does not include individuals whose actions were purely clerical.

History: Added by Stats. 1985, Ch. 1183, effective September 29, 1985; amended by Stats. 1986, Ch. 905.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18613, 18614, 18616.4, 18623

*Section 86114 was amended by SB 1239 (Stats. 2018, Ch. 662) with a delayed operation date conditioned upon the Secretary of State certifying an online filing and disclosure system under 84602 (b)(7). For more information, please refer to Appendix V.

§ 86115. Periodic Reports; Employers and Others.

Subject to the exceptions in Section 86300, the following persons shall file the statements required by Section 86116:

(a) Any lobbyist employer; and

(b) Any person who directly or indirectly makes payments to influence legislative or administrative action of five thousand dollars (\$5,000) or more in value in any calendar quarter, unless all of the payments are of the type described in subdivision (c) of Section 82045.

History: Added by Stats. 1985, Ch. 1183, effective September 29, 1985.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18616, 18616.4, 18623

Opinions: *In re Kovall* (1978) 4 FPPC Ops. 95

In re Evans (1978) 4 FPPC Ops. 54
In re Sloan (1976) 2 FPPC Ops. 105
In re Gillies (1975) 1 FPPC Ops. 165
In re Stern (1975) 1 FPPC Ops. 59
In re Witt (1975) 1 FPPC Ops. 1

§ 86116. Periodic Reports; Employers and Others; Contents.*

Every person described in Section 86115 shall file periodic reports containing the following information:

(a) The name, business address, and telephone number of the lobbyist employer or other person filing the report.

(b) The total amount of payments to each lobbying firm.

(c) The total amount of all payments to lobbyists employed by the filer.

(d) A description of the specific lobbying interests of the filer.

(e) A periodic report completed and verified by each lobbyist employed by a lobbyist employer pursuant to Section 86113.

(f) Each activity expense of the filer. A total of all activity expenses of the filer shall be included.

(g) The date, amount, and the name of the recipient of any contribution of one hundred dollars (\$100) or more made by the filer to an elected state officer, a state candidate, or a committee controlled by an elected state officer or state candidate, or a committee primarily formed to support the officer or candidate. If this contribution is reported by the filer or by a committee sponsored by the filer in a campaign statement filed pursuant to Chapter 4 which is required to be filed with the Secretary of State, the filer may report only the name of the committee, and the identification number of the committee.

(h) (1) Except as set forth in paragraph (2), the total of all other payments to influence legislative or administrative action including overhead expenses and all payments to employees who spend 10 percent or more of their compensated time in any one month in activities related to influencing legislative or administrative action.

(2) A filer that makes payments to influence a ratemaking or quasi-legislative proceeding before the Public Utilities Commission, as defined in subdivision (b) or (c), respectively, of Section 82002, may, in lieu of reporting those payments pursuant to paragraph (1), report only the portion of those payments made to or for the filer's attorneys for time spent appearing as counsel and preparing to appear as counsel, or to or for the filer's witnesses for time spent testifying and preparing to testify, in this type of Public Utilities Commission proceeding. This alternative reporting of these payments made during a calendar month is not required to include payments made to an attorney or witness who is an employee of the filer if less than 10 percent of the attorney or witness's compensated time in that month was spent in appearing, testifying, or preparing to appear or testify before the Public Utilities Commission in a ratemaking or quasi-legislative proceeding. For the purposes of this paragraph, time spent preparing to appear or preparing to testify does not include time spent preparing written testimony.

(i) Any other information required by the commission consistent with the purposes and provisions of this chapter.

History: Added by Stats. 1985, Ch. 1183, effective September 29, 1985; amended by Stats. 1986, Ch. 905; amended by Stats. 1987, Ch. 459; amended by Stats. 2001, Ch. 921; amended by Stats. 2021, Ch. 50.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18614, 18616, 18616.4, 18623

Opinions: *In re Evans* (1978) 4 FPPC Ops. 54
In re Herr (1977) 3 FPPC Ops. 11
In re Sloan (1976) 2 FPPC Ops. 105
In re Nida (1976) 2 FPPC Ops. 1
In re Grunsky (1975) 1 FPPC Ops. 158
In re Atlantic-Richfield Co. (1975) 1 FPPC Ops. 147
In re Witt (1975) 1 FPPC Ops. 145
In re Morrissey (1975) 1 FPPC Ops. 130
In re Carothers (1975) 1 FPPC Ops. 122
In re Wallace (1975) 1 FPPC Ops. 118
In re Gillies (1975) 1 FPPC Ops. 110
In re League of California Milk Producers (1975) 1 FPPC Ops. 13
In re Witt (1975) 1 FPPC Ops. 1

*Section 86116 was amended by SB 1239 (Stats. 2018, Ch. 662) with a delayed operation date conditioned upon the Secretary of State certifying an online filing and disclosure system under 84602 (b)(7). For more information, please refer to Appendix V.

§ 86116.5. Periodic Reports; State and Local Government Agencies.

(a) In addition to the information required pursuant to Section 86116, all state and local agencies that file reports pursuant to Sections 86115 and 86116 shall disclose, except for overhead expenses, all payments of two hundred fifty dollars (\$250) or more made in a reporting period, including, but not limited to, all of the following:

(1) Goods and services used by a lobbyist or used to support or assist a lobbyist in connection with the lobbyist's activities as a lobbyist.

(2) Payments of any other expenses which would not have been incurred but for the filer's activities to influence or attempt to influence legislative or administrative action.

(3) Dues or similar payments made to any organization, including a federation, confederation, or trade, labor, or membership organization, that makes expenditures equal to 10 percent of its total expenditures, or fifteen thousand dollars (\$15,000), or more, during any calendar quarter, to influence legislative or administrative action.

(b) Reports required pursuant to this section may be disclosed on a separate schedule and shall include all of the following information:

(1) The name and the address of the payee.

(2) The total payments made during the reporting period.

(3) The cumulative amount paid during the calendar year.

(c) All statements required by this section shall be filed as specified by Sections 86117 and 86118.

History: Added by Stats. 1992, Ch. 214; amended by Stats. 2021, Ch. 50.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18616

§ 86117. Periodic Reports; Filing; Time.*

(a) Reports required by Sections 86114 and 86116 shall be filed during the month following each calendar quarter. The period covered shall be from the first day of January of each new biennial legislative session through the last day of the calendar quarter prior to the month during which the report is filed, except as specified in subdivision (b), and except that the period covered shall not include any information reported in previous reports filed by the same person. When total amounts are required to be reported, totals shall be stated both for the period covered by the statement and for the entire legislative session to date.

(b) The period covered by the first report a person is required to file pursuant to Sections 86114 and 86116 shall begin with the first day of the calendar quarter in which the filer first registered or qualified. On the first report a person is required to file, the total amount shall be stated for the entire calendar quarter covered by the first report.

History: Added by Stats. 1985, Ch. 1183, effective September 29, 1985; amended by Stats. 1994, Ch. 1139.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18617

*Section 86117 was amended by SB 459 (Stats. 2022, Ch. 873) with a delayed operation date commencing one year after the date the Secretary of State certifies an online filing and disclosure system under 84602 (b)(7), or January 1, 2023, whichever is later. For more information, please refer to Appendix V.

§ 86118. Periodic Reports; Where to File.*

The original and one copy of each report required by Sections 86114 and 86116 shall be filed with the Secretary of State, unless filing in paper format is no longer required by Sections 84605 and 84606.

History: Added by Stats. 1986, Ch. 905; amended by Stats. 2010, Ch. 18.

*Section 86118 was amended by SB 1239 (Stats. 2018, Ch. 662) with a delayed operation date conditioned upon the Secretary of State certifying an online filing and disclosure system under 84602 (b)(7). For more information, please refer to Appendix V.

Article 2. Prohibitions.

§ 86201 – 86206

§ 86201.	Gift.....	86
§ 86203.	Unlawful Gifts.	87
§ 86204.	Receipt of Unlawful Gift.	87
§ 86205.	Acts Prohibited.	87
§ 86206.	Placement Agent Fees.....	87

§ 86201. Gift.

“Gift” as used in this article means a gift made directly or indirectly to any state candidate, elected state officer, or legislative official, or to an agency official of any agency required to be listed on the registration statement of the lobbying firm or the lobbyist employer of the lobbyist.

History: Amended by Stats. 1985, Ch. 1183, effective September 29, 1985.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18623, 18945, 18946.2

Opinions: *In re Goddard* (1978) 4 FPPC Ops. 1

In re Olson (1975) 1 FPPC Ops. 107
In re Smithers (1975) 1 FPPC Ops. 42

§ 86203. Unlawful Gifts.

It shall be unlawful for a lobbyist, or lobbying firm, to make gifts to one person aggregating more than ten dollars (\$10) in a calendar month, or to act as an agent or intermediary in the making of any gift, or to arrange for the making of any gift by any other person.

History: Amended by Stats. 1985, Ch. 1183, effective September 29, 1985.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18600, 18624, 18942, 18945, 18946.2

Opinions: *In re Institute for Governmental Advocates* (1982) 7 FPPC Ops. 1
In re Goddard (1978) 4 FPPC Ops. 1
In re Reinhardt (1977) 3 FPPC Ops. 83
In re Zenz (1975) 1 FPPC Ops. 195
In re Horn (1975) 1 FPPC Ops. 126
In re Olson (1975) 1 FPPC Ops. 107
In re Gilchrist (1975) 1 FPPC Ops. 82
In re Smithers (1975) 1 FPPC Ops. 42
In re Blenkle (1975) 1 FPPC Ops. 37

§ 86204. Receipt of Unlawful Gift.

It shall be unlawful for any person knowingly to receive any gift which is made unlawful by Section 86203.

History: Amended by Stats. 1984, Ch. 161.

§ 86205. Acts Prohibited.

No lobbyist or lobbying firm shall:

(a) Do anything with the purpose of placing any elected state officer, legislative official, agency official, or state candidate under personal obligation to the lobbyist, the lobbying firm, or the lobbyist's or the firm's employer.

(b) Deceive or attempt to deceive any elected state officer, legislative official, agency official, or state candidate with regard to any material fact pertinent to any pending or proposed legislative or administrative action.

(c) Cause or influence the introduction of any bill or amendment thereto for the purpose of thereafter being employed to secure its passage or defeat.

(d) Attempt to create a fictitious appearance of public favor or disfavor of any proposed legislative or administrative action or to cause any communication to be sent to any elected state officer, legislative official, agency official, or state candidate in the name of any fictitious person or in the name of any real person, except with the consent of such real person.

(e) Represent falsely, either directly or indirectly, that the lobbyist or the lobbying firm can control the official action of any elected state officer, legislative official, or agency official.

(f) Accept or agree to accept any payment in any way contingent upon the defeat, enactment, or outcome of any proposed legislative or administrative action.

History: Amended by Stats. 1985, Ch. 1183, effective September 29, 1985.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18625, 18626

Opinions: *In re Reinhardt* (1977) 3 FPPC Ops. 83

§ 86206. Placement Agent Fees.

Nothing in this article prohibits the payment of fees for contractual services provided to an investment manager by a placement agent, as defined in Section 82047.3, who is registered with the Securities and Exchange Commission and regulated by the Financial Industry Regulatory Authority, except as provided in subdivision (f) of Section 86205.

History: Added by Stats. 2010, Ch. 668

Article 3. Exemptions.

§ 86300

§ 86300. Exemptions.

The provisions of this chapter are not applicable to:

(a) Any elected public official acting in the official's official capacity, or any employee of the State of California acting within the scope of the employee's employment; provided that, an employee of the State of California, other than a legislative official, who attempts to influence legislative action and who would be required to register as a lobbyist except for the provisions of this subdivision shall not make gifts of more than ten dollars (\$10) in a calendar month to an elected state officer or legislative official.

(b) Any newspaper or other periodical of general circulation, book publisher, radio or television station (including any individual who owns, publishes, or is employed by any such newspaper or periodical or radio or television station) which in the ordinary course of business publishes news items, editorials, or other comments, or paid advertisement, which directly or indirectly urge legislative or administrative action if such newspaper, periodical, book publisher, radio or television station, or individual, engages in no further or other activities in connection with urging legislative or administrative action other than to appear before a committee of the Legislature or before a state agency in support of or in opposition to such action; or

(c) A person when representing a bona fide church or religious society solely for the purpose of protecting the public right to practice the doctrines of such church.

History: Amended by Stats. 1975, Ch. 1079; amended by Stats. 2021, Ch. 50.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18249

Opinions: *In re Herr* (1977) 3 FPPC Ops. 11
In re Morgan (1975) 1 FPPC Ops. 177

Chapter 7. Conflicts of Interests.

§ 87100-87505

Article 1. General Prohibitions. § 87100-87105	88
Article 2. Disclosure. § 87200 – 87210	91
Article 3. Conflict of Interest Codes. § 87300 – 87314	94
Article 3.5. Multiagency Filers. § 87350	98
Article 4. Disqualification of Former Officers and Employees. § 87400 – 87410	98
Article 4.5. Disqualification of State Officers and Employees. § 87450	102

Article 4.6. Loans to Public Officials. § 87460-87462.....	102
Article 5. Filing. § 87500-87505.....	103

Article 1. General Prohibitions. § 87100-87105

§ 87100. Public Officials; State and Local.....	88
§ 87100.1. Professional Engineers and Surveyors as Consultants.	88
§ 87101. Legally Required Participation in Governmental Decision.	88
§ 87102. Applicability of Enforcement Provisions; Additional Requirements.	88
§ 87102.5. Legislature; Use of Position to Influence Decisions.	88
§ 87102.6. Nongeneral Legislation; Definitions.	89
§ 87102.8. Elected State Officer; Use of Position to Influence Decisions.....	90
§ 87103. Financial Interest.....	90
§ 87103.5. Income from Retail Sales.....	91
§ 87103.6. Source of Income; Payments to Government Agencies.	91
§ 87104. Prohibitions on Public Officials.....	91
§ 87105. Manner of Disqualification.	91

§ 87100. Public Officials; State and Local.

A public official at any level of state or local government shall not make, participate in making, or in any way attempt to use the public official's official position to influence a governmental decision in which the official knows or has reason to know the official has a financial interest.

History: Amended by Stats. 2021, Ch. 50.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18232, 18360.1, 18360.3, 18700, 18700.1, 18700.2, 18700.3, 18701, 18701.1, 18702, 18702.1, 18702.2, 18702.3, 18702.4, 18702.5, 18703, 18703.3 18704, 18705.1, 18705.2, 18705.3, 18705.4, 18705.5, 18706, 18706.1, 18707, 18730.1, 18940, 18941, 18942, 18944, 18945, 18950.1

Opinions: *In re Hanko* (2002) 16 FPPC Ops. 1
In re Galligan (2000) 14 FPPC Ops. 1

§ 87100.1. Professional Engineers and Surveyors as Consultants.

(a) A registered professional engineer or licensed land surveyor who renders professional services as a consultant to a state or local government, either directly or through a firm in which the consultant is employed or is a principal, does not have a financial interest in a governmental decision pursuant to Section 87100 where the consultant renders professional engineering or land surveying services independently of the control and direction of the public agency and does not exercise public agency decisionmaking authority as a contract city or county engineer or surveyor.

(b) For purposes of this section, the consultant renders professional engineering or land surveying services independently of the control and direction of the public agency when the consultant is in responsible charge of the work pursuant to Section 6703 or 8703 of the Business and Professions Code.

(c) Subdivision (a) does not apply to that portion of the work that constitutes the recommendation of the actual formula to spread the costs of an assessment district's improvements if both of the following apply:

(1) The engineer has received income of two hundred fifty dollars (\$250) or more for professional services in connection with any parcel included in the benefit assessment district within 12 months prior to the creation of the district.

(2) The district includes other parcels in addition to those parcels for which the engineer received the income.

The recommendation of the actual formula does not include preliminary site studies, preliminary engineering, plans, specifications, estimates, compliance with environmental laws and regulations, or the collection of data and information, utilized in applying the formula.

History: Added by Stats. 1991, Ch. 887; amended by Stats. 2021, Ch. 50.

§ 87101. Legally Required Participation in Governmental Decision.

Section 87100 does not prevent any public official from making or participating in the making of a governmental decision to the extent the official's participation is legally required for the action or decision to be made. The fact that an official's vote is needed to break a tie does not make the official's participation legally required for purposes of this section.

History: Amended by Stats. 2021, Ch. 50.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18704, 18705, 18707

Opinions: *In re Tobias* (1999) 5 FPPC Ops. 5
In re Brown (1978) 4 FPPC Ops. 19
In re Hudson (1978) 4 FPPC Ops. 13
In re Hopkins (1977) 3 FPPC Ops. 107
In re Maloney (1977) 3 FPPC Ops. 69

§ 87102. Applicability of Enforcement Provisions; Additional Requirements.

The requirements of Section 87100 are in addition to the requirements of Articles 2 (commencing with Section 87200) and 3 (commencing with Section 87300) and any Conflict of Interest Code adopted thereunder. Except as provided in Section 87102.5, the remedies provided in Chapters 3 (commencing with Section 83100) and 11 (commencing with Section 91000) shall not be applicable to elected state officers for violations or threatened violations of this article.

History: Amended by Stats. 1980, Ch. 1029; amended by Stats. 1990, Ch. 84.

§ 87102.5. Legislature; Use of Position to Influence Decisions.

(a) The remedies provided in Chapter 3 (commencing with Section 83100) apply to any Member of the Legislature who makes, participates in making, or in any way attempts to use the Member's official position to influence any of the following governmental decisions in which the Member knows or has reason to know that the Member has a financial interest:

(1) Any state governmental decision, other than any action or decision before the Legislature, made in the course of the Member's duties.

(2) Approval, modification, or cancellation of any contract to which either house or a committee of the Legislature is a party.

(3) Introduction as a lead author of any legislation that the Member knows or has reason to know is nongeneral legislation.

(4) Any vote in a legislative committee or subcommittee on what the Member knows or has reason to know is nongeneral legislation.

(5) Any rollcall vote on the Senate or Assembly floor on an item which the Member knows is nongeneral legislation.

(6) Any action or decision before the Legislature in which all of the following occur:

(A) The Member has received any salary, wages, commissions, or similar earned income within the preceding 12 months from a lobbyist employer.

(B) The Member knows or has reason to know the action or decision will have a direct and significant financial impact on the lobbyist employer.

(C) The action or decision will not have an impact on the public generally or a significant segment of the public in a similar manner.

(7) Any action or decision before the Legislature on legislation that the Member knows or has reason to know will have a direct and significant financial impact on any person, distinguishable from its impact on the public generally or a significant segment of the public, from whom the Member has received any compensation within the preceding 12 months for the purpose of appearing, agreeing to appear, or taking any other action on behalf of that person, before any local board or agency.

(b) For purposes of this section, all of the following apply:

(1) "Any action or decision before the Legislature" means any vote in a committee or subcommittee, or any rollcall vote on the floor of the Senate or Assembly.

(2) "Financial interest" means an interest as defined in Section 87103.

(3) "Legislation" means a bill, resolution, or constitutional amendment.

(4) "Nongeneral legislation" means legislation that is described in Section 87102.6 and is not of a general nature pursuant to Section 16 of Article IV of the Constitution.

(5) A Member of the Legislature has reason to know that an action or decision will have a direct and significant financial impact on a person with respect to which disqualification may be required pursuant to subdivision (a) if either of the following apply:

(A) With the knowledge of the Member, the person has attempted to influence the vote of the Member with respect to the action or decision.

(B) Facts have been brought to the Member's personal attention indicating that the action or decision will have a direct and significant impact on the person.

(6) The prohibitions specified in subdivision (a) do not apply to a vote on the Budget Bill as a whole, or to a vote on a consent calendar, a motion for reconsideration, a waiver of any legislative rule, or any purely procedural matter.

(7) A Member of the Legislature has reason to know that legislation is nongeneral legislation if facts have been brought to the Member's personal attention indicating that it is nongeneral legislation.

(8) Written advice given to a Member of the Legislature regarding the Member's duties under this section by the Legislative Counsel shall have the same effect as advice given by the commission pursuant to subdivision (b) of Section 83114 if both of the following apply:

(A) The Member has made the same written request based on the same material facts to the commission for advice pursuant to Section 83114 as to the Member's duties under this section, as the written request and facts presented to the Legislative Counsel.

(B) The commission has not provided written advice pursuant to the Member's request prior to the time the Member acts in good faith reliance on the advice of the Legislative Counsel.

History: Added by Stats. 1990, Ch. 84; amended by Stats. 1990, Ch. 1075; amended by Stats. 2021, Ch. 50.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18232, 18700.1, 18700.2, 18701, 18701.1, 18702, 18702.1, 18702.2, 18702.3, 18702.4, 18702.5, 18703

Opinions: *In re Galligan* (2000) 14 FPPC Ops. 1

§ 87102.6. Nongeneral Legislation; Definitions.

(a) "Nongeneral legislation" means legislation as to which both of the following apply:

(1) It is reasonably foreseeable that the legislation will have direct and significant financial impact on one or more identifiable persons, or one or more identifiable pieces of real property.

(2) It is not reasonably foreseeable that the legislation will have a similar impact on the public generally or on a significant segment of the public.

(b) For purposes of this section and Section 87102.5, all of the following apply:

(1) "Legislation" means a bill, resolution, or constitutional amendment.

(2) "Public generally" includes an industry, trade, or profession.

(3) Any recognized subgroup or specialty of the industry, trade, or profession constitutes a significant segment of the public.

(4) A legislative district, county, city, or special district constitutes a significant segment of the public.

(5) More than a small number of persons or pieces of real property is a significant segment of the public.

(6) Legislation, administrative action, or other governmental action impacts in a similar manner all members of the public, or all members of a significant segment of the public, on which it has a direct financial effect, whether or not the financial effect on individual members of the public or the significant segment of the public is the same as the

impact on the other members of the public or the significant segment of the public.

(7) The Budget Bill as a whole is not nongeneral legislation.

(8) Legislation that contains at least one provision that constitutes nongeneral legislation is nongeneral legislation, even if the legislation also contains other provisions that are general and do not constitute nongeneral legislation.

History: Added by Stats. 1990, Ch. 84; amended by Stats. 2006, Ch. 538.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18232, 18700.1, 18700.2, 18701, 18701.1, 18702, 18702.1, 18702.2, 18702.3, 18702.4, 18702.5, 18703

Opinions: *In re Galligan* (2000) 14 FPPC Ops. 1

§ 87102.8. Elected State Officer; Use of Position to Influence Decisions.

(a) An elected state officer, as defined in subdivision (f) of Section 14 of Article V of the California Constitution, shall not make or participate in the making of, or use the officer's official position to influence, any governmental decision before the agency in which the elected state officer serves, where the officer knows or has reason to know that the officer has a financial interest.

(b) An elected state officer knows or has reason to know that the officer has a financial interest in any action by, or a decision before the agency in which the officer serves where either of the following occur:

(1) The action or decision will have a direct and significant financial impact on a lobbyist employer from which the officer has received any salary, wages, commissions, or similar earned income within the preceding 12 months and the action or decision will not have an impact on the public generally or a significant segment of the public in a similar manner.

(2) The action or decision will have a direct and significant financial impact on any person, distinguishable from its impact on the public generally or a significant segment of the public, from whom the officer has received any compensation within the preceding 12 months for the purpose of appearing, agreeing to appear, or taking any other action on behalf of that person, before any local board or agency.

(c) The definitions of "public generally" and "significant segment of the public" contained in Section 87102.6 apply to this section.

(d) Notwithstanding Section 87102, the remedies provided in Chapter 3 (commencing with Section 83100) apply to violations of this section.

History: Added by Stats. 1990, Ch. 1075; amended by Stats. 1991, Ch. 674; amended by Stats. 2021, Ch. 50.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18232, 18700.1, 18700.2, 18701, 18701.1, 18702, 18702.1, 18702.2, 18702.3, 18702.5, 18703

Opinions: *In re Galligan* (2000) 14 FPPC Ops. 1

§ 87103. Financial Interest.

A public official has a financial interest in a decision within the meaning of Section 87100 if it is reasonably foreseeable that the decision will have a material financial effect, distinguishable from its effect on the public generally, on the official, a member of the official's immediate family, or on any of the following:

(a) Any business entity in which the public official has a direct or indirect investment worth two thousand dollars (\$2,000) or more.

(b) Any real property in which the public official has a direct or indirect interest worth two thousand dollars (\$2,000) or more.

(c) Any source of income, except gifts or loans by a commercial lending institution made in the regular course of business on terms available to the public without regard to official status, aggregating five hundred dollars (\$500) or more in value provided or promised to, received by, the public official within 12 months prior to the time when the decision is made.

(d) Any business entity in which the public official is a director, officer, partner, trustee, employee, or holds any position of management.

(e) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating two hundred fifty dollars (\$250) or more in value provided to, received by, or promised to the public official within 12 months prior to the time when the decision is made. The amount of the value of gifts specified by this subdivision shall be adjusted biennially by the commission to equal the same amount determined by the commission pursuant to subdivision (f) of Section 89503.

For purposes of this section, indirect investment or interest means any investment or interest owned by the spouse or dependent child of a public official, by an agent on behalf of a public official, or by a business entity or trust in which the official, the official's agents, spouse, and dependent children own directly, indirectly, or beneficially a 10-percent interest or greater.

History: Amended by Stats. 1979, Ch. 686; amended by Stats. 1980, Ch. 183; amended by Stats. 1984, Ch. 931; amended by Stats. 1985, Ch. 611; amended by Stats. 1994, Ch. 386; amended by Stats. 1997, Ch. 455, effective September 24, 1997; amended by Stats. 2000, Ch. 130; amended by Stats. 2021, Ch. 50.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18229.1, 18232, 18700, 18700.1, 18700.2, 18702.5, 18701, 18701.1, 18702, 18702.1, 18702.2, 18702.3, 18702.4, 18703, 18703.3, 18705.1, 18705.2, 18705.3, 18705.4, 18705.5, 18706, 18706.1, 18707, 18730, 18730.1, 18940, 18940.2, 18941, 18942, 18942.1, 18944, 18945, 18946.2, 18950.1

Opinions: *In re Roberts* (2004) 17 FPPC Ops. 9
In re Hanko (2002) 16 FPPC Ops. 1
In re Galligan (2000) 14 FPPC Ops. 1
In re Legan (1985) 9 FPPC Ops. 1
In re Nord (1983) 8 FPPC Ops. 6
In re Ferraro (1978) 4 FPPC Ops. 62
In re Callanan, Sands and Hill (1978) 4 FPPC Ops. 33
In re Brown (1978) 4 FPPC Ops. 19
In re Hopkins (1977) 3 FPPC Ops. 107
In re Gillmor (1977) 3 FPPC Ops. 38

In re Moore (1977) 3 FPPC Ops. 33
In re Thomas (1977) 3 FPPC Ops. 30
In re Sherwood (1976) 2 FPPC Ops. 168
In re Sankey (1976) 2 FPPC Ops. 157
In re Owen (1976) 2 FPPC Ops. 77
In re Thorne (1975) 1 FPPC Ops. 198
In re Biondo (1975) 1 FPPC Ops. 54
In re Presley (1975) 1 FPPC Ops. 39

§ 87103.5. Income from Retail Sales.

(a) Notwithstanding subdivision (c) of Section 87103, a retail customer of a business entity engaged in retail sales of goods or services to the public generally is not a source of income to an official who owns a 10-percent or greater interest in the entity if the retail customers of the business entity constitute a significant segment of the public generally, and the amount of income received by the business entity from the customer is not distinguishable from the amount of income received from its other retail customers.

(b) Notwithstanding subdivision (c) of Section 87103, in a jurisdiction with a population of 10,000 or less which is located in a county with 350 or fewer retail businesses, a retail customer of a business entity engaged in retail sales of goods or services to the public generally is not a source of income to an official of that jurisdiction who owns a 10-percent or greater interest in the entity, if the retail customers of the business entity constitute a significant segment of the public generally, and the amount of income received by the business entity from the customer does not exceed one percent of the gross sales revenues that the business entity earned during the 12 months prior to the time the decision is made.

(c) For the purposes of subdivision (b):

(1) Population in a jurisdiction shall be established by the United States Census.

(2) The number of retail businesses in a county shall be established by the previous quarter's Covered Employment and Wages Report (ES-202) of the Labor Market Information Division of the California Employment Development Department.

History: Added by Stats. 1984, Ch. 931; amended by Stats. 2002, Ch. 654.

§ 87103.6. Source of Income; Payments to Government Agencies.

Notwithstanding subdivision (c) of Section 87103, any person who makes a payment to a state agency or local government agency to defray the estimated reasonable costs to process any application, approval, or any other action, including but not limited to, holding public hearings and evaluating or preparing any report or document, shall not by reason of the payments be a source of income to a person who is retained or employed by the agency.

History: Added by Stats. 1991, Ch. 887.

§ 87104. Prohibitions on Public Officials.

(a) A public official of a state agency shall not, for compensation, act as an agent or attorney for, or otherwise represent, any other person by making any formal or informal appearance before, or any oral or written communication to, the official's state agency or any officer or employee

thereof, if the appearance or communication is for the purpose of influencing a decision on a contract, grant, loan, license, permit, or other entitlement for use.

(b) For purposes of this section, "public official" includes a member, officer, employee, or consultant of an advisory body to a state agency, whether the advisory body is created by statute or otherwise, except when the public official is representing the official's employing state, local, or federal agency in an appearance before, or communication to, the advisory body.

History: Added by Stats. 1994, Ch. 414; amended by Stats. 1997, Ch. 145; amended by Stats. 2021, Ch. 50.

§ 87105. Manner of Disqualification.

(a) A public official who holds an office specified in Section 87200 who has a financial interest in a decision within the meaning of Section 87100 shall, upon identifying a conflict of interest or a potential conflict of interest and immediately prior to the consideration of the matter, do all of the following:

(1) Publicly identify the financial interest that gives rise to the conflict of interest or potential conflict of interest in detail sufficient to be understood by the public, except that disclosure of the exact street address of a residence is not required.

(2) Recuse the public official's own self from discussing and voting on the matter, or otherwise acting in violation of Section 87100.

(3) Leave the room until after the discussion, vote, and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for uncontested matters.

(4) Notwithstanding paragraph (3), a public official described in subdivision (a) may speak on the issue during the time that the general public speaks on the issue.

(b) This section does not apply to Members of the Legislature.

History: Added by Stats. 2002, Ch. 233; amended by Stats. 2021, Ch. 50.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18707

Article 2. Disclosure.

§ 87200 – 87210

§ 87200.	Applicability.	92
§ 87201.	Candidates.	92
§ 87202.	Officials - Elected, Appointed and Hold Over.	92
§ 87203.	Officeholders; Annual Statements.	92
§ 87204.	Leaving Office.	92
§ 87205.	Persons Completing and Beginning Term of Office on the Same Day.	93
§ 87206.	Disclosure of Investment or Interest in Real Property.	93
§ 87206.5.	Disclosure of Leasehold Interest.	93
§ 87207.	Disclosure of Income.	93
§ 87208.	Disclosure of Investments and Interests in Real Property; Incorporation by Reference.	94
§ 87209.	Business Positions.	94

§ 87210. Gifts Made Through Intermediaries and Others - Disclosure Requirements.	94
---	----

§ 87200. Applicability.

This article is applicable to elected state officers, judges and commissioners of courts of the judicial branch of government, members of the Public Utilities Commission, members of the State Energy Resources Conservation and Development Commission, members of the Fair Political Practices Commission, members of the California Coastal Commission, members of the High-Speed Rail Authority, members of planning commissions, members of the board of supervisors, district attorneys, county counsels, county treasurers, and chief administrative officers of counties, mayors, city managers, city attorneys, city treasurers, chief administrative officers and members of city councils of cities, and other public officials who manage public investments, and to candidates for any of these offices at any election.

History: Amended by Stats. 1975, Ch. 797; effective September 16, 1975, operative September 5, 1975; amended by Stats. 1976, Ch. 129, effective May 5, 1976; amended by Stats. 1978, Ch. 537; amended by Stats. 1979, Ch. 674; amended by Stats. 1983, Ch. 214; amended by Stats. 1984, Ch. 727, effective July 1, 1985; amended by Stats. 1985, Ch. 611; amended by Stats. 1989, Ch. 403; amended by Stats. 2012, Ch. 626, effective September 27, 2012.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18700.3, 18707, 18723, 18723.1, 18724, 18730, 18732.5, 18753, 18940.1

§ 87201. Candidates.

Every candidate for an office specified in Section 87200 other than a justice of an appellate court or the Supreme Court shall file no later than the final filing date of a declaration of candidacy, a statement disclosing the candidate's investments, the candidate's interests in real property, and any income received during the immediately preceding 12 months.

This statement shall not be required if the candidate has filed, within 60 days prior to the filing of the candidate's declaration of candidacy, a statement for the same jurisdiction pursuant to Section 87202 or 87203.

History: Amended by Stats. 1977, Ch. 1193; amended by Stats. 1980, Ch. 928; amended by Stats. 1984, Ch. 931; amended by Stats. 1992, Ch. 1141; amended by Stats. 2021, Ch. 50.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18531.5, 18723.1– 18730, 18732.5

Opinions: *In re Boreman* (1975) 1 FPPC Ops. 101

§ 87202. Officials - Elected, Appointed and Hold Over.

(a) Every person who is elected to an office specified in Section 87200 shall, within 30 days after assuming the office, file a statement disclosing the person's investments and the person's interests in real property held on the date of assuming office, and income received during the 12 months before assuming office. Every person who is appointed or nominated to an office specified in Section 87200 shall file

such a statement not more than 30 days after assuming office, provided, however, that a person appointed or nominated to such an office who is subject to confirmation by the Commission on Judicial Appointments or the State Senate shall file such a statement no more than 10 days after the appointment or nomination.

The statement shall not be required if the person has filed, within 60 days prior to assuming office, a statement for the same jurisdiction pursuant to Section 87203.

(b) Every elected state officer who assumes office during the month of December or January shall file a statement pursuant to Section 87203 instead of this section, except that:

(1) The period covered for reporting investments and interests in real property shall begin on the date the person filed the person's declarations of candidacy.

(2) The period covered for reporting income shall begin 12 months prior to the date the person assumed office.

History: Amended by Stats. 1977, Ch. 1193; amended by Stats. 1978, Ch. 537; amended by Stats. 1989, Ch. 499; amended by Stats. 1997, Ch. 36; amended by Stats. 2021, Ch. 50.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18722, 18723, 18723.1, 18730, 18732.5, 18735, 18754, 18940

§ 87203. Officeholders; Annual Statements.

Every person who holds an office specified in Section 87200 shall, each year at a time specified by commission regulations, file a statement disclosing the person's investments, interests in real property, and income during the period since the previous statement filed under this section or Section 87202. The statement shall include any investments and interest in real property held at any time during the period covered by the statement, whether or not they are still held at the time of filing.

History: Amended by Stats. 1976, Ch. 1161; amended by Stats. 2021, Ch. 50.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18720, 18723, 18723.1, 18730, 18732.5, 18735, 18754

Opinions: *In re Sampson* (1975) 1 FPPC Ops. 183

§ 87204. Leaving Office.

Every person who leaves an office specified in Section 87200 shall, within thirty days after leaving the office, file a statement disclosing the person's investments, interests in real property, and income during the period since the previous statement filed under Sections 87202 or 87203. The statement shall include any investments and interests in real property held at any time during the period covered by the statement, whether or not they are still held at the time of filing.

History: Amended by Stats. 2021, Ch. 50.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18722, 18723, 18723.1, 18730, 18732.5, 18735, 18754, 18940

§ 87205. Persons Completing and Beginning Term of Office on the Same Day.

A person who completes a term of an office specified in Section 87200 and within 45 days begins a term of the same office or another such office of the same jurisdiction is deemed not to assume office or leave office.

History: Amended by Stats. 1977, Ch. 1193; amended by Stats. 1997, Ch. 145; amended by Stats. 2005, Ch. 200.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18723.1, 18730, 18732.5, 18754

§ 87206. Disclosure of Investment or Interest in Real Property.

If an investment or an interest in real property is required to be disclosed under this article, the statement shall contain:

(a) A statement of the nature of the investment or interest.

(b) The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged.

(c) The address or other precise location of the real property.

(d) A statement whether the fair market value of the investment or interest in real property equals or exceeds two thousand dollars (\$2,000) but does not exceed ten thousand dollars (\$10,000), whether it exceeds ten thousand dollars (\$10,000) but does not exceed one hundred thousand dollars (\$100,000), whether it exceeds one hundred thousand dollars (\$100,000) but does not exceed one million dollars (\$1,000,000), or whether it exceeds one million dollars (\$1,000,000).

(e) In the case of a statement filed under Sections 87203 or 87204, if the investment or interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the date of acquisition or disposal.

(f) For purposes of disclosure under this article, “interest in real property” does not include the principal residence of the filer or any other property which the filer utilizes exclusively as the personal residence of the filer.

History: Amended by Stats. 1980, Ch. 1000; amended by Stats. 1984, Ch. 931; amended by Stats. 2000, Ch. 130.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18233, 18723.1, 18729, 18730, 18732.5, 18754

Opinions: *In re Schabarum* (1975) 1 FPPC Ops. 95

§ 87206.5. Disclosure of Leasehold Interest.

If an official must disclose a leasehold interest, the official shall do all of the following:

(a) Identify the interest as a leasehold interest.

(b) Disclose the number of years remaining on the lease.

(c) Provide the leased property’s address or other precise location.

(d) Provide the exact date the lease became effective or terminated if the lease became effective or terminated during

the period covered by the statement.

(e) Disclose the value of the leasehold interest as specified in subdivision (d) of Section 87206.

History: Added by Stats. 2019, Ch. 312.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18723.1, 18730, 18732.5, 18754

§ 87207. Disclosure of Income.

(a) If income is required to be reported under this article, the statement shall contain, except as provided in subdivision (b):

(1) The name and street address of each source of income aggregating five hundred dollars (\$500) or more in value, or fifty dollars (\$50) or more in value if the income was a gift, and a general description of the business activity, if any, of each source.

(2) A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was at least five hundred dollars (\$500) but did not exceed one thousand dollars (\$1,000), whether it was in excess of one thousand dollars (\$1,000) but was not greater than ten thousand dollars (\$10,000), whether it was greater than ten thousand dollars (\$10,000) but not greater than one hundred thousand dollars (\$100,000), or whether it was greater than one hundred thousand dollars (\$100,000).

(3) A description of the consideration, if any, for which the income was received.

(4) In the case of a gift, the amount and the date on which the gift was received and the travel destination for purposes of a gift that is a travel payment, advance, or reimbursement.

(5) In the case of a loan, the annual interest rate, the security, if any, given for the loan, and the term of the loan.

(b) If the filer’s pro rata share of income to a business entity, including income to a sole proprietorship, is required to be reported under this article, the statement shall contain:

(1) The name, street address, and a general description of the business activity of the business entity.

(2) The name of every person from whom the business entity received payments if the filer’s pro rata share of gross receipts from that person was equal to or greater than ten thousand dollars (\$10,000) during a calendar year.

(c) If a payment, including an advance or reimbursement, for travel is required to be reported pursuant to this section, it may be reported on a separate travel reimbursement schedule which shall be included in the filer’s statement of economic interests. A filer who chooses not to use the travel schedule shall disclose payments for travel as a gift, unless it is clear from all surrounding circumstances that the services provided were equal to or greater in value than the payments for the travel, in which case the travel may be reported as income.

History: Amended by Stats. 1975, Ch. 915, effective September 20, 1995, operative January 7, 1975; amended by Stats. 1979, Ch. 674; superseded by Stats. 1979, Ch. 686; amended by Stats. 1980, Ch. 1000; amended by Stats. 1982, Ch. 29; amended by Stats. 1984, Ch. 931; amended by Stats. 1990, Ch. 1075; amended by Stats. 1997, Ch. 638; amended by Stats. 2000, Ch.

§ 87208. Disclosure of Investments
and Interests in Real Property;
Incorporation by Reference.

94

§ 87301. Formulation.

130; amended by Stats. 2015, Ch. 757; amended by Stats. 2016, Ch. 86; amended by Stats. 2019, Ch. 102.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18723.1, 18728, 18728.5, 18730, 18730.1, 18732.5, 18740, 18754, 18940, 18941, 18942, 18942.1, 18942.2, 18942.3, 18944, 18945, 18945.2, 18946, 18946.1, 18946.2, 18946.3, 18946.4, 18946.5, 18950, 18950.1

Opinions: *In re Riemer* (2013) 21 FPPC Ops. 1
In re Rosenstiel (2012) 20 FPPC Ops. 1
In re Taylor (2004) 17 FPPC Ops. 1
In re Hopkins (1977) 3 FPPC Ops. 107
In re Carey (1977) 3 FPPC Ops. 99
In re Gutierrez (1977) 3 FPPC Ops. 44
In re Thomas (1977) 3 FPPC Ops. 30
In re Cory (1976) 2 FPPC Ops. 48
In re Hayes (1975) 1 FPPC Ops. 210
In re Russel (1975) 1 FPPC Ops. 191
In re Cory (1975) 1 FPPC Ops. 153
In re Brown (1975) 1 FPPC Ops. 67

§ 87208. Disclosure of Investments and Interests in Real Property; Incorporation by Reference.

Except in statements required by Section 87203, investments and interests in real property which have been disclosed on a statement of economic interests filed in the same jurisdiction within the previous 60 days may be incorporated by reference.

History: Added by Stats. 1976, Ch. 1161.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18723.1, 18730, 18732.5, 18754

§ 87209. Business Positions.

When a statement is required to be filed under this article, every person specified in Section 87200 shall disclose any business positions held by that person. For purposes of this section, “business position” means any business entity in which the filer is a director, officer, partner, trustee, employee, or holds any position of management, if the business entity or any parent, subsidiary, or otherwise related business entity has an interest in real property in the jurisdiction, or does business or plans to do business in the jurisdiction or has done business in the jurisdiction at any time during the two years prior to the date the statement is required to be filed.

History: Added by Stats. 1997, Ch. 455, effective September 24, 1997.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18230, 18723.1, 18730, 18732.5, 18754

§ 87210. Gifts Made Through Intermediaries and Others - Disclosure Requirements.

A person shall not make a gift totaling fifty dollars (\$50) or more in a calendar year to a person described in Article 2 on behalf of another, or while acting as the intermediary or agent of another, without disclosing to the recipient of the gift both the intermediary or agent’s own full name, street address, and business activity, if any, and the full name, street address, and business activity, if any, of the actual donor. The recipient of the gift shall include in the recipient’s

Statement of Economic Interests the full name, street address, and business activity, if any, of the intermediary or agent and the actual donor.

History: Added by Stats. 1978, Ch. 640; amended by Stats. 1982, Ch. 29; amended by Stats. 2021, Ch. 50.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18723.1, 18730, 18732.5, 18754, 18945

**Article 3. Conflict of Interest Codes.
§ 87300 – 87314**

§ 87300.	Agency Requirement.	94
§ 87301.	Formulation.	94
§ 87302.	Required Provisions.	95
§ 87302.3.	Disclosure by Candidates for Elective Office.	95
§ 87302.6.	Disclosure by Members of Boards and Commissions of Newly Created Agencies.	96
§ 87303.	Submission; Code Reviewing Body.	96
§ 87304.	Failure to Submit, Adopt or Amend a Proposed Code.	96
§ 87305.	Order to Adopt; Superior Court.	96
§ 87306.	Amendments for Changed Circumstances.	96
§ 87306.5.	Conflict of Interest Code; Local Agency Review.	97
§ 87307.	Amendments to Code by Agency; Failure to Act.	97
§ 87308.	Judicial Review.	97
§ 87309.	Requirements for Approval.	97
§ 87310.	Designated Employee; Broad or Indefinable Duties.	97
§ 87311.	Review and Preparation; Administrative Procedure Act.	97
§ 87311.5.	Review and Preparation; Judicial Branch Agencies.	97
§ 87312.	Commission Assistance.	97
§ 87313.	Gifts Made Through Intermediaries and Others - Disclosure Requirements.	98
§ 87314.	Code Requirement for Public Pension and Retirement System Agencies.	98

§ 87300. Agency Requirement.

Every agency shall adopt and promulgate a Conflict of Interest Code pursuant to the provisions of this article. A Conflict of Interest Code shall have the force of law and any violation of a Conflict of Interest Code by a designated employee shall be deemed a violation of this chapter.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18329.5, 18351, 18730, 18730.1, 18750, 18751, 18754, 18755, 18940.1

Opinions: *In re Vonk* (1981) 6 FPPC Ops. 1
In re Leach (1978) 4 FPPC Ops. 48
In re Siegel (1977) 3 FPPC Ops. 62

§ 87301. Formulation.

It is the policy of this act that Conflict of Interest Codes shall be formulated at the most decentralized level possible, but without precluding intra-departmental review. Any question of the level of a department which should be deemed an “agency” for purposes of Section 87300 shall be resolved by the code reviewing body.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18730, 18751, 18754

§ 87302. Required Provisions.

Each conflict of interest code shall contain the following provisions:

(a) Specific enumeration of the positions within the agency, other than those specified in Section 87200, that involve the making or participation in the making of decisions which may foreseeably have a material effect on any financial interest and for each such enumerated position, the specific types of investments, business positions, interests in real property, and sources of income which are reportable. An investment, business position, interest in real property, or source of income shall be made reportable by the conflict of interest code if the business entity in which the investment or business position is held, the interest in real property, or the income or source of income may foreseeably be affected materially by any decision made or participated in by the designated employee by virtue of the designated employee's position.

(b) Requirements that each designated employee, other than those specified in Section 87200, file statements at times and under circumstances described in this section, disclosing reportable investments, business positions, interests in real property, and income. The information disclosed with respect to reportable investments, interests in real property, and income shall be the same as the information required by Sections 87206 and 87207. The first statement filed under a conflict of interest code by a designated employee shall disclose any reportable investments, business positions, interests in real property, and income. An initial statement shall be filed by each designated employee within 30 days after the effective date of the conflict of interest code, disclosing investments, business positions, and interests in real property held on the effective date of the conflict of interest code and income received during the 12 months before the effective date of the conflict of interest code. Thereafter, each new designated employee shall file a statement within 30 days after assuming office, or, if subject to State Senate confirmation, 30 days after being appointed or nominated, disclosing investments, business positions, and interests in real property held on, and income received during the 12 months before, the date of assuming office or the date of being appointed or nominated, respectively. Each designated employee shall file an annual statement, at the time specified in the conflict of interest code, disclosing reportable investments, business positions, interest in real property, and income held or received at any time during the previous calendar year or since the date the designated employee took office if during the calendar year. Every designated employee who leaves office shall file, within 30 days of leaving office, a statement disclosing reportable investments, business positions, interests in real property, and income held or received at any time during the period between the closing date of the last statement required to be filed and the date of leaving office.

(c) Specific provisions setting forth any circumstances under which designated employees or categories of designated employees must disqualify themselves from making, participating in the making, or using their official position to influence the making of any decision. Disqualification shall be required by the Conflict of Interest Code when the designated employee has a financial interest as defined in Section 87103, which it is reasonably foreseeable may be affected materially by the decision. A designated employee shall not be required to disqualify the employee's own self with respect to any matter that could not legally be acted upon or decided without the designated employee's participation.

(d) For any position enumerated pursuant to subdivision (a), an individual who resigns the position within 12 months following initial appointment or within 30 days of the date of a notice mailed by the filing officer of the individual's filing obligation, whichever is earlier, is not deemed to assume or leave office, provided that during the period between appointment and resignation, the individual does not make, participate in making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position. Within 30 days of the date of a notice mailed by the filing officer, the individual shall do both of the following:

- (1) File a written resignation with the appointing power.
- (2) File a written statement with the filing officer on a form prescribed by the commission and signed under the penalty of perjury stating that the individual, during the period between appointment and resignation, did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

History: Amended by Stats. 1978, Ch. 537; amended by Stats. 1979, Ch. 674; amended by Stats. 1980, Ch. 765; amended by Stats. 1987, Ch. 1188; amended by Stats. 1989, Ch. 499; amended by Stats. 1991, Ch. 857; amended by Stats. 1992, Ch. 441; amended by Stats. 2021, Ch. 50.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18351, 18700.3, 18704, 18720, 18722, 18728.5, 18730, 18730.1, 18732, 18733, 18734, 18735, 18751, 18754, 18940, 18940.1, 18941, 18942, 18944, 18945, 18946, 18946.1, 18946.2, 18946.3, 18946.5, 18950, 18950.1

Opinions: *In re Alperin* (1977) 3 FPPC Ops. 77

§ 87302.3. Disclosure by Candidates for Elective Office.

(a) Every candidate for an elective office that is designated in a conflict of interest code shall file a statement disclosing the candidate's investments, business positions, interests in real property, and income received during the immediately preceding 12 months, as enumerated in the disclosure requirements for that position. The statement shall be filed with the election official with whom the candidate's declaration of candidacy or other nomination documents to appear on the ballot are required to be filed and shall be filed no later than the final filing date for the declaration or nomination documents.

(b) This section does not apply to either of the following:

(1) A candidate for an elective office designated in a conflict of interest code who has filed an initial, assuming office, or annual statement pursuant to that conflict of interest code within 60 days before the deadline specified in subdivision (a).

(2) A candidate for an elective office who has filed a statement for the office pursuant to Section 87302.6 within 60 days before the deadline specified in subdivision (a).

History: Added by Stats. 2007, Ch. 348.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18754

§ 87302.6. Disclosure by Members of Boards and Commissions of Newly Created Agencies.

Notwithstanding Section 87302, a member of a board or commission of a newly created agency shall file a statement at the same time and in the same manner as those individuals required to file pursuant to Section 87200. A member shall file the member's statement pursuant to Section 87302 once the agency adopts an approved conflict of interest code.

History: Added by Stats. 2002, Ch. 264; amended by Stats. 2021, Ch. 50.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18751, 18754

§ 87303. Submission; Code Reviewing Body.

No conflict of interest code shall be effective until it has been approved by the code reviewing body. Each agency shall submit a proposed conflict of interest code to the code reviewing body by the deadline established for the agency by the code reviewing body. The deadline for a new agency shall be not later than six months after it comes into existence. Within 90 days after receiving the proposed code or receiving any proposed amendments or revisions, the code reviewing body shall do one of the following:

(a) Approve the proposed code as submitted.

(b) Revise the proposed code and approve it as revised.

(c) Return the proposed code to the agency for revision and resubmission within 60 days. The code reviewing body shall either approve the revised code or revise it and approve it. When a proposed conflict of interest code or amendment is approved by the code reviewing body, it shall be deemed adopted and shall be promulgated by the agency.

History: Amended by Stats. 1997, Ch. 455.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18351, 18750, 18751, 18755

§ 87304. Failure to Submit, Adopt or Amend a Proposed Code.

If any agency fails to submit a proposed conflict of interest code or amendments, or if any state agency fails to report amendments pursuant to subdivision (b) of Section 87306 within the time limits prescribed pursuant to Section 87303 or 87306, the code reviewing body may issue any ap-

propriate order directed to the agency or take any other appropriate action, including the adoption of a conflict of interest code for the agency. If the code reviewing body does not issue an appropriate order or take other action within 90 days of the deadline imposed on the agency as prescribed in Section 87303 or 87306, the commission may issue any appropriate order directed to the agency or take any other appropriate action, including the adoption of a conflict of interest code for the agency. The commission shall consult with the agency before ordering the adoption of a conflict of interest code for the agency.

History: Amended by Stats. 1988, Ch. 923; amended by Stats. 1990, Ch. 84; amended by Stats. 1991, Ch. 491.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18751

§ 87305. Order to Adopt; Superior Court.

If after six months following the deadline for submission of the proposed Conflict of Interest Code to the code reviewing body no Conflict of Interest Code has been adopted and promulgated, the superior court may, in an action filed by the commission, the agency, the code reviewing body, any officer, employee, member or consultant of the agency, or any resident of the jurisdiction, prepare a Conflict of Interest Code and order its adoption by the agency or grant any other appropriate relief. The agency and the code reviewing body shall be parties to any action filed pursuant to this section.

History: Amended by Stats. 1980, Ch. 765.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18751

§ 87306. Amendments for Changed Circumstances.

(a) Every agency shall amend its Conflict of Interest Code, subject to the provisions of Section 87303, when change is necessitated by changed circumstances, including the creation of new positions which must be designated pursuant to subdivision (a) of Section 87302 and relevant changes in the duties assigned to existing positions. Amendments or revisions shall be submitted to the code reviewing body within 90 days after the changed circumstances necessitating the amendments have become apparent. If after nine months following the occurrence of those changes the Conflict of Interest Code has not been amended or revised, the superior court may issue any appropriate order in an action brought under the procedures set forth in Section 87305.

(b) Notwithstanding subdivision (a), every state agency shall submit to the code reviewing body a biennial report identifying changes in its code, including, but not limited to, all new positions designated pursuant to subdivision (a) of Section 87302, changes in the list of reportable sources of income, and relevant changes in the duties assigned to existing positions. These reports shall be submitted no later than March 1 of each odd-numbered year.

History: Amended by Stats. 1990, Ch. 84; amended by Stats. 1991, Ch. 491.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18329.5, 18351, 18736, 18750, 18751, 18755

§ 87306.5. Conflict of Interest Code; Local Agency Review.

(a) No later than July 1 of each even-numbered year, the code reviewing body shall direct every local agency which has adopted a Conflict of Interest Code in accordance with this title to review its Conflict of Interest Code and, if a change in its code is necessitated by changed circumstances, submit an amended Conflict of Interest Code in accordance with subdivision (a) of Section 87302 and Section 87303 to the code reviewing body.

(b) Upon review of its code, if no change in the code is required, the local agency head shall submit a written statement to that effect to the code reviewing body no later than October 1 of the same year.

History: Added by Stats. 1990, Ch. 1075.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18736.1, 18751

§ 87307. Amendments to Code by Agency; Failure to Act.

An agency may at any time amend its Conflict of Interest Code, subject to the provisions of Section 87303, either upon its own initiative or in response to a petition submitted by an officer, employee, member or consultant of the agency, or a resident of the jurisdiction. If the agency fails to act upon such a petition within ninety days, the petition shall be deemed denied. Within thirty days after the denial of a petition, the petitioner may appeal to the code reviewing body. The code reviewing body shall either dismiss the appeal or issue an appropriate order to the agency within ninety days.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18737, 18751

§ 87308. Judicial Review.

Judicial review of any action of a code reviewing body under this chapter may be sought by the commission, by the agency, by an officer, employee, member or consultant of the agency, or by a resident of the jurisdiction.

History: Amended by Stats. 1980, Ch. 765.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18732.5, 18751

§ 87309. Requirements for Approval.

A conflict of interest code or amendment shall not be approved by the code reviewing body or upheld by a court if it:

(a) Fails to provide reasonable assurance that all foreseeable potential conflict of interest situations will be disclosed or prevented;

(b) Fails to provide to each affected person a clear and specific statement of that person's duties under the code; or

(c) Fails to adequately differentiate between designated employees with different powers and responsibilities.

History: Amended by Stats. 2021, Ch. 50.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18751

Opinions: *In re Alperin* (1977) 3 FPPC Ops. 77

§ 87310. Designated Employee; Broad or Indefinable Duties.

If the duties of a designated employee are so broad or indefinable that the requirements of Section 87309 cannot be complied with, the Conflict of Interest Code shall require the designated employee to comply with the requirements of Article 2 of this chapter.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18751

§ 87311. Review and Preparation; Administrative Procedure Act.

The review of proposed Conflict of Interest Codes by the Commission and by the Attorney General and the preparation of proposed Conflict of Interest Codes by state agencies shall be subject to the Administrative Procedure Act. The review and preparation of Conflict of Interest Codes by local government agencies shall be carried out under procedures which guarantee to officers, employees, members, and consultants of the agency and to residents of the jurisdiction adequate notice and a fair opportunity to present their views.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18351, 18751

§ 87311.5. Review and Preparation; Judicial Branch Agencies.

(a) Notwithstanding the provisions of Section 87311, the review of the Conflict of Interest Code of an agency in the judicial branch of government shall not be subject to the provisions of the Administrative Procedure Act. The review and preparation of Conflict of Interest Codes by these agencies shall be carried out under procedures which guarantee to officers, employees, members, and consultants of the agency and to residents of the jurisdiction adequate notice and a fair opportunity to present their views.

(b) Conflict of Interest Codes of the Judicial Council, the Commission on Judicial Performance, and the Board of Governors and designated employees of the State Bar of California shall not be subject to the provisions of subdivision (c) of Section 87302.

History: Added by Stats. 1984, Ch. 727, effective July 1, 1985.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Section 18751

§ 87312. Commission Assistance.

The Commission shall, upon request, provide technical assistance to agencies in the preparation of Conflict of Interest Codes. Such assistance may include the preparation of model provisions for various types of agencies. Nothing in this section shall relieve each agency of the responsibility for adopting a Conflict of Interest Code appropriate to its individual circumstances.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Section 18751

§ 87313. Gifts Made Through Intermediaries and Others - Disclosure Requirements.

A person shall not make a gift of fifty dollars (\$50) or more in a calendar month on behalf of another, or while acting as the intermediary or agent of another to a person whom the intermediary or agent knows or has reason to know may be required to disclose the gift pursuant to a conflict of interest code, without disclosing to the recipient of the gift both the intermediary or agent's own full name, street address, and business activity, if any, and the full name, street address, and business activity, if any, of the actual donor. The recipient of the gift shall include in the recipient's Statement of Economic Interests the full name, street address, and business activity, if any, of the intermediary or agent and the actual donor.

History: Added by Stats. 1978, Ch. 640; amended by Stats. 1984, Ch. 931; amended by Stats. 2021, Ch. 50.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18751, 18945

§ 87314. Code Requirement for Public Pension and Retirement System Agencies.

(a) A board, commission, or agency of a public pension or retirement system shall attach to its Conflict of Interest Code an appendix entitled "Agency Positions that Manage Public Investments for Purposes of Section 87200 of the Government Code." The appendix shall list each position with the board, commission, or agency for which an individual occupying the position is required to file a Statement of Economic Interests as a public official who manages public investments within the meaning of Section 87200. The board, commission, or agency shall post the appendix on its Internet Web site in a manner that makes it easily identifiable and accessible by persons who view that Web site.

(b) (1) For purposes of this section, "public official who manages public investments" includes a salaried or unsalaried member of a committee, board, commission, or other entity that exists as, or within, a governmental agency and that possesses decisionmaking authority.

(2) A committee, board, commission, or other entity possesses decisionmaking authority for purposes of this section if any of the following apply:

(A) The entity may make a final governmental decision.

(B) The entity may compel a governmental decision or prevent a governmental decision, either by virtue of possessing exclusive power to initiate the decision or by having veto authority that may not be overridden.

(C) The entity makes substantive recommendations that are, and over an extended period of time have been, regularly approved, without significant amendment or modification, by another public official or governmental agency.

(3) A committee, board, commission, or other entity does not possess decisionmaking authority for purposes of this section if it is formed for the sole purpose of researching a subject and preparing a report or recommendation for submission to another governmental entity that has final decisionmaking authority.

History: Added by Stats. 2010, Ch. 702.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18751

**Article 3.5. Multiagency Filers.
§ 87350****§ 87350. Multiagency Filers.**

Notwithstanding any other provision of this title, a person required to file more than one assuming office statement, statement of economic interests, or leaving office statement, due to the filer's status as a designated employee for more than one joint powers insurance agency, may elect to file a multiagency statement disclosing all investments in entities doing business in the state, all interests in real property located within the state, and all income received during the applicable time period, in lieu of filing the disclosure statements for each agency.

The filer shall notify the commission of the filer's decision to become a multiagency filer. This status shall continue until revoked by the filer.

History: Added by Stats. 1990, Ch. 69; amended by Stats. 2021, Ch. 50.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18732.5, 18735.5

**Article 4. Disqualification of Former
Officers and Employees.
§ 87400 – 87410**

§ 87400.	Definitions.	98
§ 87401.	Restrictions on Activities of Former State Officers.	99
§ 87402.	Restrictions on Activities of Former State Officers; Assisting Others.	99
§ 87403.	Exemptions.	99
§ 87404.	Proceedings to Exclude Former State Officers.	99
§ 87405.	Application of Requirements.	99
§ 87406.	Milton Marks Postgovernmental Employment Restrictions Act.	100
§ 87406.1.	Postgovernmental Employment Restrictions for Districts and District Boards.	100
§ 87406.3.	Postgovernmental Employment Restrictions for Local Officials.	101
§ 87407.	Influencing Prospective Employment.	101
§ 87408.	Postgovernmental Employment Restrictions for Board of Administration of the Public Employees' Retirement System and Teachers' Retirement Board.	101
§ 87409.	Restrictions on Activities of Former Investment Officials; Assisting Others.	102
§ 87410.	Postgovernmental Ban on Placement Agent Activities.	102

§ 87400. Definitions.

Unless the contrary is stated or clearly appears from the context, the definitions set forth in this section shall govern the interpretation of this article.

(a) "State administrative agency" means every state office, department, division, bureau, board, and commission,

but does not include the Legislature, the courts or any agency in the judicial branch of government.

(b) “State administrative official” means every member, officer, employee, or consultant of a state administrative agency who as part of that person’s official responsibilities engages in any judicial, quasi-judicial, or other proceeding in other than a purely clerical, secretarial, or ministerial capacity.

(c) “Judicial, quasi-judicial, or other proceeding” means any proceeding, application, request for a ruling or other determination, contract, claim, controversy, investigation, charge, accusation, arrest, or other particular matter involving a specific party or parties in any court or state administrative agency, including, but not limited to, any proceeding governed by Chapter 5 (commencing with Section 11500) of Division 3 of Title 2 of the Government Code.

(d) “Participated” means to have taken part personally and substantially through decision, approval, disapproval, formal written recommendation, rendering advice on a substantial basis, investigation, or use of confidential information as an officer or employee, but excluding approval, disapproval, or rendering of legal advisory opinions to departmental or agency staff which do not involve a specific party or parties.

History: Added by Stats. 1980, Ch. 66; amended by Stats. 2021, Ch. 50.

§ 87401. Restrictions on Activities of Former State Officers.

A former state administrative official, after the termination of the official’s employment or term of office, shall not, for compensation, act as agent or attorney for, or otherwise represent, any other person (other than the State of California) before any court or state administrative agency or any officer or employee thereof by making any formal or informal appearance, or by making any oral or written communication with the intent to influence, in connection with any judicial, quasi-judicial, or other proceeding if both of the following apply:

(a) The State of California is a party or has a direct and substantial interest.

(b) The proceeding is one in which the former state administrative official participated.

History: Added by Stats. 1980, Ch. 66; amended by Stats. 1985, Ch. 775; amended by Stats. 2021, Ch. 50.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18741.1, 18746.4

Opinions: *In re Lucas* (2000) 14 FPPC Ops. 14

§ 87402. Restrictions on Activities of Former State Officers; Assisting Others.

A former state administrative official, after the termination of the official’s employment or term of office shall not, for compensation, aid, advise, counsel, consult, or assist in representing any other person (except the State of California) in any proceeding in which the official would be prohibited from appearing under Section 87401.

History: Added by Stats. 1980, Ch. 66; amended by Stats. 2021, Ch. 50.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18741.1, 18746.4

Opinions: *In re Lucas* (2000) 14 FPPC Ops. 14

§ 87403. Exemptions.

The prohibitions contained in Sections 87401 and 87402 shall not apply:

(a) To prevent a former state administrative official from making or providing a statement, which is based on the former state administrative official’s own special knowledge in the particular area that is the subject of the statement, provided that no compensation is thereby received other than that regularly provided for by law or regulation for witnesses; or

(b) To communications made solely for the purpose of furnishing information by a former state administrative official if the court or state administrative agency to which the communication is directed makes findings in writing that:

(1) The former state administrative official has outstanding and otherwise unavailable qualifications;

(2) The former state administrative official is acting with respect to a particular matter which requires such qualifications; and

(3) The public interest would be served by the participation of the former state administrative official; or

(c) With respect to appearances or communications in a proceeding in which a court or state administrative agency has issued a final order, decree, decision or judgment but has retained jurisdiction if the state administrative agency of former employment gives its consent by determining that:

(1) At least five years have elapsed since the termination of the former state administrative official’s employment or term of office; and

(2) The public interest would not be harmed.

History: Added by Stats. 1980, Ch. 66.

§ 87404. Proceedings to Exclude Former State Officers.

Upon the petition of any interested person or party, the court or the presiding or other officer, including but not limited to a hearing officer serving pursuant to Section 11512 of the Government Code, in any judicial, quasi-judicial or other proceeding, including but not limited to any proceeding pursuant to Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the Government Code may, after notice and an opportunity for a hearing, exclude any person found to be in violation of this article from further participation, or from assisting or counseling any other participant, in the proceeding then pending before such court or presiding or other officer.

History: Added by Stats. 1980, Ch. 66.

§ 87405. Application of Requirements.

The requirements imposed by this article shall not apply to any person who left government service prior to the effective date of this article except that any such person who returns to government service on or after the effective date of this article shall thereafter be covered thereby.

History: Added by Stats. 1980, Ch. 66.

§ 87406. Milton Marks Postgovernmental Employment Restrictions Act.

(a) This section shall be known, and may be cited, as the Milton Marks Postgovernment Employment Restrictions Act of 1990.

(b)(1) Except as provided in paragraph (2), a Member of the Legislature, for a period of one year after leaving office, shall not, for compensation, act as agent or attorney for, or otherwise represent, any other person by making any formal or informal appearance, or by making any oral or written communication, before the Legislature, any committee or subcommittee thereof, any present Member of the Legislature, or any officer or employee thereof, if the appearance or communication is made for the purpose of influencing legislative action.

(2) A Member of the Legislature who resigns from office, for a period commencing with the effective date of the resignation and concluding one year after the adjournment sine die of the session in which the resignation occurred, shall not, for compensation, act as agent or attorney for, or otherwise represent, any other person by making any formal or informal appearance, or by making any oral or written communication, before the Legislature, any committee or subcommittee thereof, any present Member of the Legislature, or any officer or employee thereof, if the appearance or communication is made for the purpose of influencing legislative action.

(c) An elected state officer, other than a Member of the Legislature, for a period of one year after leaving office, shall not, for compensation, act as agent or attorney for, or otherwise represent, any other person by making any formal or informal appearance, or by making any oral or written communication, before any state administrative agency, or any officer or employee thereof, if the appearance or communication is for the purpose of influencing administrative action, or influencing any action or proceeding involving the issuance, amendment, awarding, or revocation of a permit, license, grant, or contract, or the sale or purchase of goods or property. For purposes of this subdivision, an appearance before a "state administrative agency" does not include an appearance in a court of law, before an administrative law judge, or before the Workers' Compensation Appeals Board.

(d)(1) A designated employee of a state administrative agency, any officer, employee, or consultant of a state administrative agency who holds a position that entails the making, or participation in the making, of decisions that may foreseeably have a material effect on any financial interest, and a member of a state administrative agency, for a period of one year after leaving office or employment, shall not, for compensation, act as agent or attorney for, or otherwise represent, any other person, by making any formal or informal appearance, or by making any oral or written communication, before any state administrative agency, or officer or employee thereof, for which the individual worked or represented during the 12 months before leaving office or employment, if the appearance or communication is made for

the purpose of influencing administrative or legislative action, or influencing any action or proceeding involving the issuance, amendment, awarding, or revocation of a permit, license, grant, or contract, or the sale or purchase of goods or property. For purposes of this paragraph, an appearance before a state administrative agency does not include an appearance in a court of law, before an administrative law judge, or before the Workers' Compensation Appeals Board. The prohibition of this paragraph only applies to designated employees employed by a state administrative agency on or after January 7, 1991.

(2) For purposes of paragraph (1), a state administrative agency of a designated employee of the Governor's office includes any state administrative agency subject to the direction and control of the Governor.

(e) The prohibitions contained in subdivisions (b), (c), and (d) do not apply to any individual subject to this section who is or becomes either of the following:

(1) An officer or employee of another state agency, board, or commission if the appearance or communication is for the purpose of influencing legislative or administrative action on behalf of the state agency, board, or commission.

(2) An official holding an elective office of a local government agency if the appearance or communication is for the purpose of influencing legislative or administrative action on behalf of the local government agency.

History: Added by Stats. 1990, Ch. 84; amended by Stats. 1990, Ch. 1075; amended by Stats. 1993, Ch. 230; amended by Stats. 1999, Ch. 10, effective April 15, 1999; Amended by Stats. 2017, Ch. 800; amended by Stats. 2021, Ch. 50.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18746.1, 18746.2, 18746.4

§ 87406.1. Postgovernmental Employment Restrictions for Districts and District Boards.

(a) For purposes of this section, "district" means an air pollution control district or air quality management district and "district board" means the governing body of an air pollution control district or an air quality management district.

(b) No former member of a district board, and no former officer or employee of a district who held a position which entailed the making, or participation in the making, of decisions which may foreseeably have a material effect on any financial interest, shall, for a period of one year after leaving that office or employment, act as agent or attorney for, or otherwise represent, for compensation, any other person, by making any formal or informal appearance before, or by making any oral or written communication to, that district board, or any committee, subcommittee, or present member of that district board, or any officer or employee of the district, if the appearance or communication is made for the purpose of influencing regulatory action.

(c) Subdivision (b) shall not apply to any individual who is, at the time of the appearance or communication, a board member, officer, or employee of another district or an employee or representative of a public agency.

§ 87406.3. Postgovernmental
Employment Restrictions for Local
Officials.

101

(d) This section applies to members and former members of district hearing boards.

History: Added by Stats. 1994, Ch. 747.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Section 18746.2

§ 87406.3. Postgovernmental Employment Restrictions for Local Officials.

(a) A local elected official, chief administrative officer of a county, city manager, or general manager or chief administrator of a special district who held a position with a local government agency as defined in Section 82041 shall not, for a period of one year after leaving that office or employment, act as agent or attorney for, or otherwise represent, for compensation, any other person, by making any formal or informal appearance before, or by making any oral or written communication to, that local government agency, or any committee, subcommittee, or present member of that local government agency, or any officer or employee of the local government agency, if the appearance or communication is made for the purpose of influencing administrative or legislative action, or influencing any action or proceeding involving the issuance, amendment, awarding, or revocation of a permit, license, grant, or contract, or the sale or purchase of goods or property.

(b) (1) Subdivision (a) does not apply to an individual who is, at the time of the appearance or communication, a board member, officer, or employee of another local government agency or an employee or representative of a public agency and is appearing or communicating on behalf of that agency.

(2) Subdivision (a) applies to an individual who is, at the time of the appearance or communication, an independent contractor of a local government agency or a public agency and is appearing or communicating on behalf of that agency.

(c) This section does not preclude a local government agency from adopting an ordinance or policy that restricts the appearance of a former local official before that local government agency if that ordinance or policy is more restrictive than subdivision (a).

(d) Notwithstanding Sections 82002 and 82037, the following definitions apply for purposes of this section only:

(1) "Administrative action" means the proposal, drafting, development, consideration, amendment, enactment, or defeat by any local government agency of any matter, including any rule, regulation, or other action in any regulatory proceeding, whether quasi-legislative or quasi-judicial. Administrative action does not include any action that is solely ministerial.

(2) "Legislative action" means the drafting, introduction, modification, enactment, defeat, approval, or veto of any ordinance, amendment, resolution, report, nomination, or other matter by the legislative body of a local government agency or by any committee or subcommittee thereof, or by a member or employee of the legislative body of the local

§ 87408. Postgovernmental Employment
Restrictions for Board of Administration of
the Public Employees' Retirement System
and Teachers' Retirement Board.

government agency acting in the member or employee's official capacity.

History: Added by Stats. 2005, Ch. 680, operative July 1, 2006; Amended by Stats. 2017, Ch. 196; amended by Stats. 2021, Ch. 50.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18746.2, 18746.3, 18746.4

§ 87407. Influencing Prospective Employment.

A public official shall not make, participate in making, or use the public official's official position to influence, any governmental decision directly relating to any person with whom the public official is negotiating, or has any arrangement concerning, prospective employment.

History: Added by Stats. 1990, Ch. 84; amended by Stats. 2003, Ch. 778; amended by Stats. 2021, Ch. 50.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Section 18747

§ 87408. Postgovernmental Employment Restrictions for Board of Administration of the Public Employees' Retirement System and Teachers' Retirement Board.

(a) A member of the Board of Administration of the Public Employees' Retirement System, an individual in a position designated in subdivision (a) or (e) of Section 20098, or an information technology or health benefits manager with a career executive assignment designation with the Public Employees' Retirement System, for a period of four years after leaving that office or position, shall not, for compensation, act as an agent or attorney for, or otherwise represent, any other person, except the state, by making a formal or informal appearance before, or an oral or written communication to, the Public Employees' Retirement System, or an officer or employee thereof, if the appearance or communication is made for the purpose of influencing administrative or legislative action, or influencing an action or proceeding involving the issuance, amendment, awarding, or revocation of a permit, license, grant, or contract, or the sale or purchase of goods or property.

(b) A member of the Teachers' Retirement Board, an individual in a position designated in subdivision (a) or (d) of Section 22212.5 of the Education Code, or an information technology manager with a career executive assignment designation with the State Teachers' Retirement System, for a period of four years after leaving that office or position, shall not, for compensation, act as an agent or attorney for, or otherwise represent, any other person, except the state, by making a formal or informal appearance before, or an oral or written communication to, the State Teachers' Retirement System, or an officer or employee thereof, if the appearance or communication is made for the purpose of influencing administrative or legislative action, or influencing an action or proceeding involving the issuance, amendment, awarding, or revocation of a permit, license, grant, or contract, or the sale or purchase of goods or property.

History: Added by Stats. 2011, Ch. 551.

§ 87409. Restrictions on Activities of Former Investment Officials; Assisting Others.

(a) A member of the Board of Administration of the Public Employees' Retirement System, an individual in a position designated in subdivision (a) or (e) of Section 20098, or an information technology or health benefits manager with a career executive assignment designation with the Public Employees' Retirement System, for a period of two years after leaving that office or position, shall not, for compensation, aid, advise, consult with, or assist a business entity in obtaining the award of, or in negotiating, a contract or contract amendment with the Public Employees' Retirement System.

(b) A member of the Teachers' Retirement Board, an individual in a position designated in subdivision (a) or (d) of Section 22212.5 of the Education Code, or an information technology manager with a career executive assignment designation with the State Teachers' Retirement System, for a period of two years after leaving that office or position, shall not, for compensation, aid, advise, consult with, or assist a business entity in obtaining the award of, or in negotiating, a contract or contract amendment with the State Teachers' Retirement System.

(c) For purposes of this section, "business entity" has the same meaning as set forth in Section 82005, and includes a parent or subsidiary of a business entity.

History: Added by Stats. 2011, Ch. 551.

§ 87410. Postgovernmental Ban on Placement Agent Activities.

(a) A member of the Board of Administration of the Public Employees' Retirement System or an individual in a position designated in subdivision (a) or (e) of Section 20098, for a period of 10 years after leaving that office or position, shall not accept compensation for providing services as a placement agent in connection with investments or other business of the Public Employees' Retirement System or the State Teachers' Retirement System.

(b) A member of the Teachers' Retirement Board or an individual in a position designated in subdivision (a) or (d) of Section 22212.5 of the Education Code, for a period of 10 years after leaving that office or position, shall not accept compensation for providing services as a placement agent in connection with investments or other business of the State Teachers' Retirement System or the Public Employees' Retirement System.

History: Added by Stats. 2011, Ch. 551.

**Article 4.5. Disqualification of State Officers
and Employees.
§ 87450**

§ 87450. Restrictions in Participation of State Officers in Decisions Relating to Contracts.

(a) In addition to the provisions of Article 1 (commencing with Section 87100), a state administrative official shall not make, participate in making, or use the official's

official position to influence any governmental decision directly relating to any contract where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state administrative official, or any member of the official's immediate family, has engaged in any business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property, or the rendering of goods or services totaling in value one thousand dollars (\$1,000) or more within 12 months prior to the time the official action is to be performed.

(b) As used in subdivision (a), "state administrative official" has the same meaning as defined in Section 87400.

History: Added by Stats. 1986, Ch. 653; amended by Stats. 2021, Ch. 50.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Section 18229.1

**Article 4.6. Loans to Public Officials.
§ 87460-87462**

§ 87460.	Loans to Public Officials.	102
§ 87461.	Loan Terms.	103
§ 87462.	Personal Loans.	103

§ 87460. Loans to Public Officials.

(a) An elected officer of a state or local government agency shall not, from the date of the elected officer's election to office through the date that the elected officer vacates office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the elected officer holds office or over which the elected officer's agency has direction and control.

(b) A public official who is required to file a statement of economic interests pursuant to Section 87200 or a public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall not, while the public official holds office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision does not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(c) An elected officer of a state or local government agency shall not, from the date of the elected officer's election to office through the date that the elected officer vacates office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision does not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.

(d) A public official who is required to file a statement of economic interests pursuant to Section 87200 or a public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall not, while the public official holds office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision does not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status. This subdivision does not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(e) This section does not apply to the following:

(1) Loans made to the campaign committee of an elected officer or candidate for elective office.

(2) Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

(3) Loans from a person which, in the aggregate, do not exceed two hundred fifty dollars (\$250) at any given time.

(4) Loans made, or offered in writing, before the operative date of this section.

History: Added by Stats. 1997, Ch. 638.

Opinions: *In re Roberts* (2004) 17 FPPC Ops. 9

§ 87461. Loan Terms.

(a) Except as set forth in subdivision (b), an elected officer of a state or local government agency shall not, from the date of the elected officer's election to office through the date the elected officer vacates office, receive a personal loan of five hundred dollars (\$500) or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.

(b) This section does not apply to the following types of loans:

(1) Loans made to the campaign committee of the elected officer.

(2) Loans made to the elected officer by the elected officer's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

(3) Loans made, or offered in writing, before the operative date of this section.

(c) Nothing in this section shall exempt any person from any other provisions of this title.

History: Added by Stats. 1997, Ch. 638; amended by Stats. 2021, Ch. 50.

Opinions: *In re Roberts* (2004) 17 FPPC Ops. 9

§ 87462. Personal Loans.

(a) Except as set forth in subdivision (b), a personal loan shall become a gift to the debtor for the purposes of this title in the following circumstances:

(1) If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.

(2) If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:

(A) The date the loan was made.

(B) The date the last payment of one hundred dollars (\$100) or more was made on the loan.

(C) The date upon which the debtor has made payments on the loan aggregating to less than two hundred fifty dollars (\$250) during the previous 12 months.

(b) This section shall not apply to the following types of loans:

(1) A loan made to the campaign committee of an elected officer or a candidate for elective office.

(2) A loan that would otherwise not be a gift as defined in this title.

(3) A loan that would otherwise be a gift as set forth under paragraph (a), but on which the creditor has taken reasonable action to collect the balance due.

(4) A loan that would otherwise be a gift as set forth under paragraph (a), but on which the creditor, based on reasonable business considerations, has not undertaken collection action. Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations.

(5) A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.

(c) Nothing in this section shall exempt any person from any other provisions of this title.

History: Added by Stats. 1997, Ch. 638.

Article 5. Filing.

§ 87500-87505

§ 87500.	Statements of Economic Interests – Where to File.....	104
§ 87500.2.	Statements of Economic Interests – Electronic Filing.....	105
§ 87500.3.	Statements of Economic Interests – Development of Electronic Filing System for the Commission.....	105
§ 87500.4.	Statements of Economic Interests – Specifying Persons Authorized to File Electronically with the Commission.....	106
§ 87505.	Web Site Notification.....	107

§ 87500. Statements of Economic Interests – Where to File.

Statements of economic interests required by this chapter shall be filed as follows:

(a) Statewide elected officer – one original with the agency, which shall make and retain a copy and forward the original to the Commission. The Commission shall be the filing officer.

(b) Candidates for statewide elective office – one original and one copy with the person with whom the candidate's declaration of candidacy is filed, who shall forward the original to the Commission. The Commission shall be the filing officer.

(c) Members of the Legislature and State Board of Equalization – one original with the agency, which shall make and retain a copy and forward the original to the Commission. The Commission shall be the filing officer.

(d) Candidates for the Legislature or the State Board of Equalization – one original and one copy with the person with whom the candidate's declaration of candidacy is filed, who shall forward the original to the Commission. The Commission shall be the filing officer.

(e) Persons holding the office of chief administrative officer and candidates for and persons holding the office of district attorney, county counsel, county treasurer, and member of the board of supervisors – one original with the county clerk, who shall make and retain a copy and forward the original to the Commission, which shall be the filing officer.

(f) Persons holding the office of city manager or, if there is no city manager, the chief administrative officer, and candidates for and persons holding the office of city council member, city treasurer, city attorney, and mayor – one original with the city clerk, who shall make and retain a copy and forward the original to the Commission, which shall be the filing officer.

(g) Members of the Public Utilities Commission, members of the State Energy Resources Conservation and Development Commission, planning commissioners, and members of the California Coastal Commission – one original with the agency, which shall make and retain a copy and forward the original to the Commission, which shall be the filing officer.

(h) Persons appointed to other state boards, commissions, or similar multimember bodies of the state—one original with the respective board, commission, or body. The original shall be handled as set forth in the Conflict of Interest Code of the respective board, commission, or body. If the board, commission, or body is not required by its Conflict of Interest Code to send the original to the Commission, it shall forward a copy to the Commission.

(i) Members of the Fair Political Practices Commission – one original with the Commission, which shall make and retain a copy and forward the original to the office of the Attorney General, which shall be the filing officer.

(j) Judges and court commissioners – one original with the clerk of the court, who shall make and retain a copy and forward the original to the Commission, which shall be the filing officer. Original statements of candidates for the

office of judge shall be filed with the person with whom the candidate's declaration of candidacy is filed, who shall retain a copy and forward the original to the Commission, which shall be the filing officer.

(k) Except as provided in subdivision (l), heads of agencies, members of boards or commissions not under a department of state government, and members of boards or commissions not under the jurisdiction of a local legislative body – one original with the agency, which shall make and retain a copy and forward the original to the code reviewing body, which shall be the filing officer. The code reviewing body may provide that the original be filed directly with the code reviewing body and that no copy be retained by the agency.

(l) Heads of local government agencies and members of local government boards or commissions, for which the Fair Political Practices Commission is the code reviewing body – one original to the agency or board or commission, which shall be the filing officer, unless, at its discretion, the Fair Political Practices Commission elects to act as the filing officer. In this instance, the original shall be filed with the agency, board, or commission, which shall make and retain a copy and forward the original to the Fair Political Practices Commission.

(m) Designated employees of the Legislature – one original with the house of the Legislature by which the designated employee is employed. Each house of the Legislature may provide that the originals of statements filed by its designated employees be filed directly with the Commission, and that no copies be retained by that house.

(n) Designated employees under contract to more than one joint powers insurance agency and who elect to file a multiagency statement pursuant to Section 87350 – the original of the statement with the Commission, which shall be the filing officer, and, with each agency with which they are under contract, a statement declaring that their statement of economic interests is on file with the Commission and available upon request.

(o) Members of a state licensing or regulatory board, bureau, or commission – one original with the agency, which shall make and retain a copy and forward the original to the Commission, which shall be the filing officer.

(p) Persons not mentioned above – one original with the agency or with the code reviewing body, as provided by the code reviewing body in the agency's conflict of interest code.

History: Added by Stats. 1979, Ch. 674; amended by Stats. 1983, Ch. 214; amended by Stats. 1984, Ch. 1368; amended by Stats. 1985, Ch. 611; amended by Stats. 1988, Ch. 708; amended by Stats. 1990, Ch. 69; amended by Stats. 1992, Ch. 405; amended by Stats. 1993, Ch. 1140; amended by Stats. 1996, Ch. 289; amended by Stats. 2005, Ch. 200; amended by Stats. 2007, Ch. 348; amended by Stats. 2011, Ch. 252.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18115, 18115.1, 18115.2, 18227, 18732.5, 18735.5, 18753, 18754, 18757

§ 87500.2. Statements of Economic Interests – Electronic Filing.

(a) An agency may permit the electronic filing of a statement of economic interests required by Article 2 (commencing with Section 87200) or Article 3 (commencing with Section 87300), including amendments, in accordance with regulations adopted by the Commission.

(b) In consultation with interested agencies, the Commission shall use common database integration features in developing database design requirements for all electronic filings that may be used.

(c)(1) An agency that intends to permit electronic filing of a statement of economic interests shall submit a proposal, which shall include a description of the electronic filing system that the agency proposes to use, to the Commission for approval and certification. An agency that submits a proposal shall include a fee of one thousand dollars (\$1,000) that is payable to the Commission for the costs of approving and certifying the proposal.

(2) An agency shall not charge a person to electronically file a statement of economic interests.

(3) The Commission shall review an agency's proposal for compliance with the system requirement regulations adopted pursuant to subdivisions (a) and (b) and the requirements of subdivision (d). If the proposed system complies with these requirements, the Commission shall approve and certify the agency's electronic filing system as soon as practicable after receiving the agency's submitted proposal.

(d) An agency's proposed electronic filing system shall meet the following requirements:

(1) A statement of economic interests filed electronically shall include an electronic transmission that is submitted under penalty of perjury and that conforms to subdivision (b) of Section 1633.11 of the Civil Code.

(2)(A) The agency's filing officer shall issue to a person who electronically files their statement of economic interests or amendment an electronic confirmation that notifies the filer that their statement of economic interests or amendment was received. The confirmation shall include the date and the time that the statement of economic interests or amendment was received by the filing officer and the method by which the filer may view and print the data received by the filing officer.

(B) A copy retained by the filer of a statement of economic interests or amendment that was electronically filed and the confirmation issued pursuant to subparagraph (A) that shows that the filer timely filed their statement of economic interests or amendment shall create a rebuttable presumption that the filer timely filed their statement of economic interests or amendment.

(3) The agency shall utilize an electronic filing system that includes layered security to ensure data integrity. The system shall have the capability to uniquely identify a filer electronically when the filer accesses the electronic filing system. The operational process for the system shall include industry best practices to ensure that the security and integrity of the data and information contained in the statement of economic interests are not jeopardized or compromised.

(4) The agency shall provide the public with a copy of an official's statement of economic interests upon request, in accordance with Section 81008. The copy of the electronically filed statement of economic interests shall be identical to the statement of economic interests published by the Commission and shall include the date that the statement was filed.

(e) The Commission may adopt regulations to require that an agency redact information on a statement of economic interests prior to posting the statement of economic interests on the internet.

(f) The Commission may conduct discretionary audits of an agency's approved and certified electronic filing system to evaluate its performance and compliance with the requirements of this section.

(g) The Commission shall accept an electronic copy of a statement of economic interests that is forwarded to it by an agency that has received an electronically filed statement from a filer pursuant to this section.

(h) A city or county shall not continue to use an electronic filing system if the Commission does not approve and certify that electronic filing system as complying with the requirements of the Commission's regulations and the other requirements of this section.

History: Added by Stats. 2012, Ch. 500, effective September 24, 2012; amended by Stats. 2019, Ch. 315.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Section 18115, 18756, 18757

§ 87500.3. Statements of Economic Interests – Development of Electronic Filing System for the Commission.

(a) The Commission may develop and operate an online system for filing statements of economic interests required by Article 2 (commencing with Section 87200) and Article 3 (commencing with Section 87300). Consistent with Section 87500.4, the online system shall enable a filer to comply with the requirements of this chapter relating to the filing of statements of economic interests and shall include, but not be limited to, both of the following:

(1) A means or method whereby a filer may electronically file, free of charge, a statement of economic interests that includes an electronic transmission that is submitted under penalty of perjury in conformity with Section 81004 of this code and subdivision (b) of Section 1633.11 of the Civil Code.

(2) Security safeguards that include firewalls, data encryption, secure authentication, and all necessary hardware and software and industry best practices to ensure that the security and integrity of the data and information contained in each statement of economic interests are not jeopardized or compromised.

(b)(1) A system developed pursuant to subdivision (a) shall issue to a person who electronically files the person's statement of economic interests, or an amendment to a statement of economic interests, an electronic confirmation that notifies the filer that the filer's statement of economic interests or amendment was received. The confirmation

§ 87500.4. Statements of
Economic Interests – Specifying
Persons Authorized to File
Electronically with the Commission.

106

shall include the date and the time that the statement of economic interests or amendment was received and the method by which the filer may view and print the data received.

(2) A paper copy retained by the filer of a statement of economic interests or amendment that was electronically filed and the confirmation issued pursuant to paragraph (1) that shows that the filer timely filed the filer's statement of economic interests or amendment shall create a rebuttable presumption that the filer filed the filer's statement of economic interests or amendment on time.

(c) If the Commission develops an online system pursuant to subdivision (a), it shall conduct public hearings to receive input on the implementation of that system, maintain ongoing coordination among affected state and local agencies as necessary, and develop training and assistance programs for state and local filing officers and filers regarding use of the online system for filing statements of economic interests.

(d)(1) Except as provided in paragraph (2), the Commission may make all the data filed on a system developed pursuant to subdivision (a) available on the Commission's internet website in an easily understood format that provides the greatest public access, and shall provide assistance to those seeking public access to the information.

(2) The Commission shall redact private information, including, but not limited to, the signatures of filers, from the data that is made available on the internet pursuant to this subdivision. The Commission shall develop and implement a policy regarding redaction of private information for the purposes of this paragraph, and shall conduct one or more public hearings to receive input on the development of that policy.

History: Added by Stats. 2013, Ch. 643, effective October 8, 2013; amended by Stats. 2021, Ch. 50.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Section 18757

§ 87500.4. Statements of Economic Interests – Specifying Persons Authorized to File Electronically with the Commission.

(a) If the Commission establishes an online system pursuant to Section 87500.3, the Commission shall specify which categories of persons described in Section 87500 may file statements of economic interests electronically through the online system established by the Commission.

(b)(1) If the Commission, pursuant to subdivision (a), specifies that persons described in Section 87500 may file statements of economic interests electronically through the online system established by the Commission, the Commission, upon authorization by the filing officer designated by Section 87500, shall assume the duties of the filing officer for each filer within each category of filers authorized to file electronically through the online system, irrespective of whether the filer elects to file the filer's statement of economic interests electronically or on paper with the Commission. A filing officer who does not authorize the Commission to assume the filing officer's duties as described in this

§ 87500.4. Statements of Economic
Interests – Specifying Persons Authorized
to File Electronically with the
Commission.

paragraph shall continue to perform the duties prescribed in Section 81010. The filing officer duties assumed by the Commission with respect to each filer in each authorized category shall include, but not be limited to, all of the following:

(A) Notifying the filer of the filer's filing obligation.

(B) Receiving the filer's statement of economic interests.

(C) Ensuring compliance with filing requirements in the event the filer fails to file in a timely manner or is required to amend the filer's statement of economic interests.

(D) Distributing to filing officers copies of the completed statement of economic interests of a person who is required by this chapter to file more than one statement of economic interests for each period, and who, despite being authorized to file the statement with the Commission electronically, elects to file the statement with the Commission using a paper form.

(2) If the Commission assumes the duties of a filing officer pursuant to this subdivision, the filing officer whose duties are assumed shall provide to the Commission, in a manner prescribed by the Commission, the name and contact information for each filer in the filing officer's jurisdiction.

(c) The Commission shall notify a filing officer who may be affected by a determination of the Commission pursuant to this section to authorize a category of filers to file electronically, no later than six months before the implementation of that determination, in order to allow adequate preparation for implementation.

(d) A person who is required by this chapter to file more than one statement of economic interests for each reporting period and who files the person's statements of economic interests with the Commission electronically after being authorized to do so pursuant to Section 87500.3 is not required to file a statement of economic interests with any other person or agency. If a filer authorized to file electronically with the Commission files with the Commission on paper, the Commission shall distribute copies of the statement to any other filing officers pursuant to subparagraph (D) of paragraph (1) of subdivision (b).

(e)(1) After the Commission makes an initial determination pursuant to subdivision (a) regarding which categories of persons described in Section 87500 are permitted to file statements of economic interests electronically through the online system established by the Commission, the Commission may subsequently revise its determination at any time.

(2) In accordance with Section 87500.3, the Commission shall continue to conduct public hearings and receive input on the implementation of the online system, and that input shall inform any decision by the Commission to revise, pursuant to paragraph (1), its determination of which categories of persons described in Section 87500 are permitted to file statements of economic interests electronically through the online system established by the Commission.

History: Added by Stats. 2013, Ch. 643, effective October 8, 2013; amended by Stats. 2021, Ch. 50.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Section 18115.2, 18757

§ 87505. Web Site Notification.

Each city clerk or county clerk who maintains an Internet Web site shall post on that Internet Web site a notification that includes all of the following:

(a) A list of the elected officers identified in Section 87200 who file statements of economic interests with that city clerk or county clerk pursuant to Section 87500.

(b) A statement that copies of the statements of economic interests filed by the elected officers described in subdivision (a) may be obtained by visiting the offices of the Commission or that city clerk or county clerk, as appropriate. The statement shall include the physical address for the Commission's office and the city clerk's office or the county clerk's office, as appropriate.

(c) A link to the Commission's Internet Web site and a statement that statements of economic interests for some state and local government agency elected officers may be available in an electronic format on the Commission's Internet Web site.

History: Added by Stats. 2012, Ch. 498.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18115.2

Chapter 8. Ballot Pamphlet.

§ 88000-88007

§ 88000. Responsibility.	107
§ 88001. Contents.	107
§ 88002. Format.	107
§ 88002.5. Summary.	108
§ 88003. Duties of Legislative Analyst.	108
§ 88004. Manner, Form of Printing Measures.	109
§ 88005. Printing Specifications.	109
§ 88005.5. Duties of Legislative Counsel.	109
§ 88006. Public Examination of Pamphlet.	109
§ 88007. Amendment of Chapter by Legislature.	109

§ 88000. Responsibility.

There shall be a state ballot pamphlet which shall be prepared by the Secretary of State.

§ 88001. Contents.

The ballot pamphlet shall contain all of the following:

(a) A complete copy of each state measure.
(b) A copy of the specific constitutional or statutory provision, if any, that would be repealed or revised by each state measure.

(c) A copy of the arguments and rebuttals for and against each state measure.

(d) A copy of the analysis of each state measure.

(e) Tables of contents, indexes, art work, graphics, and other materials that the Secretary of State determines will make the ballot pamphlet easier to understand or more useful for the average voter.

(f) A notice, conspicuously printed on the cover of the ballot pamphlet, indicating that additional copies of the ballot pamphlet will be mailed by the county elections official upon request.

(g) A written explanation of the judicial retention procedure as required by Section 9083 of the Elections Code.

(h) The Voter Bill of Rights pursuant to Section 2300 of the Elections Code.

(i) If the ballot contains an election for the office of United States Senator, information on candidates for United States Senator. A candidate for United States Senator may purchase the space to place a statement in the state ballot pamphlet that does not exceed 250 words. The statement may not make any reference to any opponent of the candidate. The statement shall be submitted in accordance with timeframes and procedures set forth by the Secretary of State for the preparation of the state ballot pamphlet.

(j) If the ballot contains a question as to the confirmation or retention of a justice of the Supreme Court, information on justices of the Supreme Court who are subject to confirmation or retention.

(k) If the ballot contains an election for the offices of President and Vice President of the United States, a notice that refers voters to the Secretary of State's Internet Web site for information about candidates for the offices of President and Vice President of the United States.

(l) A written explanation of the appropriate election procedures for party-nominated, voter-nominated, and non-partisan offices as required by Section 9083.5 of the Elections Code.

(m) A written explanation of the top 10 contributor lists required by Section 84223, including a description of the Internet Web sites where those lists are available to the public.

History: Amended by Stats. 1977, Ch. 520; amended by Stats. 1991, Ch. 491; amended by Stats. 1994, Ch. 923; amended by Stats. 2008, Ch. 137; amended by Stats. 2009, Ch. 1; amended by Stats. 2014, Ch. 16, effective July 1, 2014.

References at the time of publication (see page 2):

Opinions: *In re Miller* (1978) 4 FPPC Ops. 26
In re Bunyan (1976) 2 FPPC Ops. 10

§ 88002. Format.

The ballot pamphlet shall contain as to each state measure to be voted upon, the following in the order set forth in this section:

(a)(1) Upon the top portion of the first page and not exceeding one-third of the page shall appear:

(A) The identification of the measure by number and title.

(B) The official summary prepared by the Attorney General.

(i) For a statewide referendum measure, the official summary prepared by the Attorney General shall precede all of the following in the order set forth in this clause:

(I) A blank horizontal line.

(II) After the text "TOP FUNDERS OF PETITION TO OVERTURN THE LAW:" a listing of the three persons who made the most aggregated contributions and expenditures of \$50,000 or more to qualify the referendum as of the last day

petitions are filed with an elections official. A person who is required to be listed after the official summary pursuant to this clause is a “top funder.”

(III) If a person that is a primarily formed ballot measure committee within the meaning of Section 82047.5 of the Government Code or a general purpose committee within the meaning of Section 82027.5 of the Government Code is one of the persons who made the most aggregated contributions and expenditures to qualify the referendum as of the last day petitions are filed with an elections official, the primarily formed committee or general purpose committee shall not be listed as a top funder pursuant to subclause (II), and, instead, the highest contributors to the primarily formed committee or general purpose committee within the prior 90 days shall be listed as top funders pursuant to subclause (II) if their contributions to the primarily formed committee or general purpose committee, combined with all other contributions and expenditures to qualify the referendum, qualify the person or persons as top funders.

(ii) The name of a top funder may be shortened at the discretion of the Secretary of State by using acronyms, abbreviations, or by leaving out words in the entity’s name, as long as doing so would not confuse or mislead voters about the identity of a top funder.

(iii) Each top funder shall be printed in a font size that is the same as a majority of the text on the page and separated by a semicolon.

(iv) The Secretary of State shall determine the list of top funders no later than the date a referendum qualifies for the ballot.

(C) The total number of votes cast for and against the measure in both the State Senate and Assembly if the measure was passed by the Legislature.

(2) The space in the title and summary that is used for an explanatory table prepared pursuant to paragraph (2) of subdivision (e) of Section 9087 of the Elections Code and Section 88003 shall not be included when measuring the amount of space the information described in paragraph (1) has taken for purposes of determining compliance with the restriction prohibiting the information described in paragraph (1) from exceeding one-third of the page.

(b) Beginning at the top of the right page shall appear the analysis prepared by the Legislative Analyst, provided that the analysis fits on a single page. If it does not fit on a single page, then the analysis shall begin on the lower portion of the first left page and shall continue on subsequent pages until it is completed.

(c) Immediately below the analysis prepared by the Legislative Analyst shall appear a printed statement that refers voters to the Secretary of State’s internet website for a list of committees primarily formed to support or oppose a ballot measure, and information on how to access the committee’s top 10 contributors.

(d) Arguments for and against the measure shall be placed on the next left and right pages, respectively, following the page on which the analysis of the Legislative Analyst ends. The rebuttals shall be placed immediately below the arguments.

(e) If no argument against the measure has been submitted, the argument for the measure shall appear on the right page facing the analysis.

(f) The complete text of each measure shall appear at the back of the pamphlet. The text of the measure shall contain the provisions of the proposed measure and the existing provisions of law repealed or revised by the measure. The provisions of the proposed measure differing from the existing provisions of law affected shall be distinguished in print, so as to facilitate comparison.

(g) The following statement shall be printed at the bottom of each page where arguments appear: “Arguments printed on this page are the opinions of the authors and have not been checked for accuracy by any official agency.”

History: Amended by Stats. 2023, Ch. 162, operative September 8, 2023; amended by Stats. 1990, Ch. 1430; amended by Stats. 2014, Ch. 920.

§ 88002.5. Summary.

(a) The ballot pamphlet shall also contain a section, located near the front of the pamphlet, that provides a concise summary of the general meaning and effect of “yes” and “no” votes on each state measure.

(b) The summary statements required by this section shall be prepared by the Legislative Analyst. These statements are not intended to provide comprehensive information on each measure. The Legislative Analyst shall be solely responsible for determining the contents of these statements. The statements shall be available for public examination and amendment pursuant to Section 88006.

History: Added by Stats. 1993, Ch. 156; amended by Stats. 1999, Ch. 312.

§ 88003. Duties of Legislative Analyst.

The Legislative Analyst shall prepare an impartial analysis of the measure describing the measure and including a fiscal analysis of the measure showing the amount of any increase or decrease in revenue or cost to state or local government. Any estimate of increased cost to local governments shall be set out in boldface print in the ballot pamphlet. The analysis shall be written in clear and concise terms which will easily be understood by the average voter, and shall avoid the use of technical terms wherever possible. The analysis may contain background information, including the effect of the measure on existing law and the effect of enacted legislation which will become effective if the measure is adopted, and shall generally set forth in an impartial manner the information which the average voter needs to understand the measure adequately. The Legislative Analyst may contract with professional writers, educational specialists, or other persons for assistance in writing an analysis that fulfills the requirements of this section, including the requirement that the analysis be written so that it will be easily understood by the average voter. The Legislative Analyst may also request the assistance of any state department, agency, or official in preparing the Legislative Analyst’s analysis. Prior to submission of the analysis to the Secretary of State, the Legislative Analyst shall submit the analysis to a committee of five persons appointed by the Legislative Analyst for the purpose of reviewing the analysis to confirm its clarity and easy comprehension to the average voter. The

committee shall be drawn from the public at large, and one member shall be a specialist in education, one shall be bilingual, and one shall be a professional writer. Members of the committee shall be reimbursed for reasonable and necessary expenses incurred in performing their duties. Within five days of the submission of the analysis to the committee, the committee shall make such recommendations to the Legislative Analyst as it deems appropriate to guarantee that the analysis can be easily understood by the average voter. The Legislative Analyst shall consider the committee's recommendations, and the Legislative Analyst shall incorporate in the analysis those changes recommended by the committee that the Legislative Analyst deems to be appropriate. The Legislative Analyst is solely responsible for determining the content of the analysis required by this section. The title and summary of any measure which appears on the ballot shall be amended to contain a summary of the Legislative Analyst's estimate of the net state and local government financial impact. For state bond measures that are submitted to the voters for their approval or rejection, the summary of the Legislative Analyst's estimate of the net state and local government fiscal impact shall include an explanatory table of the information in the summary.

History: Amended by Stats. 1975, Ch. 486, effective September 2, 1975; amended by Stats. 1992, Ch. 232; amended by Stats. 2011, Ch. 453; amended by Stats. 2021, Ch. 50.

§ 88004. Manner, Form of Printing Measures.

Measures shall be printed in the ballot pamphlet, so far as possible, in the same order, manner and form in which they are designated upon the ballot.

§ 88005. Printing Specifications.

The ballot pamphlet shall be printed according to the following specifications:

(a) The pamphlet shall be printed in clear readable type, no less than 10-point, except that the text of any measure may be set forth in 8-point type.

(b) It shall be of a size and printed on a quality and weight of paper which in the judgment of the Secretary of State best serves the voters.

(c) The pamphlet shall contain a certificate of correctness by the Secretary of State.

History: Amended by Stats. 2008, Ch. 133.

References at the time of publication (see page 2):

Opinions: *In re Miller* (1978) 4 FPPC Ops. 26.

§ 88005.5. Duties of Legislative Counsel.

The Legislative Counsel shall prepare and proofread the texts of all measures and the provisions which are repealed or revised.

§ 88006. Public Examination of Pamphlet.

Not less than 20 days before submitting the copy for the ballot pamphlet to the State Printer, the Secretary of State shall make the copy available for public examination. Any elector may seek a writ of mandate requiring the copy to be amended or deleted from the ballot pamphlet. A peremptory writ of mandate shall issue only upon clear and convincing

proof that the copy in question is false, misleading, or inconsistent with the requirements of this chapter or the Elections Code, and that issuance of the writ will not substantially interfere with the printing and distribution of the ballot pamphlet as required by law. Venue for a proceeding under this section shall be exclusively in Sacramento County. The Secretary of State shall be named as the respondent and the State Printer and the person or official who authored the copy in question shall be named as real parties in interest. If the proceeding is initiated by the Secretary of State, the State Printer shall be named as the respondent.

History: Amended by Stats. 1996, Ch. 724; amended by Stats. 2021, Ch. 50.

§ 88007. Amendment of Chapter by Legislature.

Notwithstanding the provisions of Section 81012, the Legislature may without restriction amend this chapter to add to the ballot pamphlet information regarding candidates or any other information.

Chapter 9. Incumbency.

§ 89000-89003

§ 89000.	Order of Names on Ballot.	109
§ 89001.	Newsletter or Mass Mailing.	109
§ 89002.	Mass Mailings Sent at Public Expense.	109
§ 89003.	Mass Mailings Sent at Public Expense; Temporal Prohibition.	111

§ 89000. Order of Names on Ballot.

Any provision of law to the contrary notwithstanding, the order of names of candidates on the ballot in every election shall be determined without regard to whether the candidate is an incumbent.

§ 89001. Newsletter or Mass Mailing.

No newsletter or other mass mailing shall be sent at public expense.

History: Amended by Stats. 1986, Ch. 654; amended by Stats. 1987, Ch. 230; amended by Prop. 73 of the June 1988 statewide primary election, effective June 8, 1988.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Section 18901.1

Opinions: *In re Miller* (1978) 4 FPPC Ops. 26

§ 89002. Mass Mailings Sent at Public Expense.

(a) Except as provided in subdivision (b), a mailing is prohibited by Section 89001 if all of the following criteria are met:

(1) An item sent is delivered, by any means, to the recipient at the recipient's residence, place of employment or business, or post office box. The item delivered to the recipient must be a tangible item, such as a videotape, record, or button, or a written document.

(2) The item sent either:

(A) Features an elected officer affiliated with the agency that produces or sends the mailing.

(B) Includes the name, office, photograph, or other reference to an elected officer affiliated with the agency that produces or sends the mailing, and is prepared or sent in co-operation, consultation, coordination, or concert with the elected officer.

(3) Any of the costs of distribution are paid for with public money or the costs of design, production, and printing exceeding fifty dollars (\$50) are paid with public moneys, and the design, production, or printing is done with the intent of sending the item other than as permitted by this section.

(4) More than 200 substantially similar items are sent in a single calendar month, excluding any item sent in response to an unsolicited request and any item described in subdivision (b).

(b) Notwithstanding subdivision (a), a mass mailing of the following items is not prohibited by Section 89001:

(1) An item in which the elected officer's name appears only in the letterhead or logotype of the stationery, forms, including "For Your Information" or "Compliments of" cards or stamps, and envelopes of the agency sending the mailing, or of a committee of the agency, or of the elected officer, or in a roster listing containing the names of all elected officers of the agency. For purposes of this section, the return address portion of a self-mailer is considered the envelope. In any such item, the names of all elected officers must appear in the same type size, typeface, type color, and location. The item shall not include the elected officer's photograph, signature, or any other reference to the elected officer, except as specifically permitted by this section. The item may, however, include the elected officer's office or district number and the elected officer's name or district number in the elected officer's internet website address or electronic mail address.

(2) A press release sent to members of the media.

(3) An item sent in the normal course of business from one governmental entity or officer to another governmental entity or officer, including all local, state, and federal officers or entities.

(4) An intra-agency communication sent in the normal course of business to employees, officers, deputies, and other staff.

(5) An item sent in connection with the payment or collection of funds by the agency sending the mailing, including tax bills, checks, and similar documents, in any instance in which use of the elected officer's name, office, title, or signature is necessary to the payment or collection of the funds. The item shall not include the elected officer's photograph, signature, or any other reference to the elected officer, except as specifically permitted by this section.

(6) Any item sent by an agency responsible for administering a government program, to persons subject to that program, in any instance in which the mailing of the item is essential to the functioning of the program, the item does not include the elected officer's photograph, and use of the elected officer's name, office, title, or signature is necessary to the functioning of the program.

(7) Any legal notice or other item sent as required by law, court order, or order adopted by an administrative

agency pursuant to the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2), and in which use of the elected officer's name, office, title, or signature is necessary in the notice or other mailing. For purposes of this paragraph, inclusion of an elected officer's name on a ballot as a candidate for elective office, and inclusion of an elected officer's name and signature on a ballot argument, shall be considered necessary to that notice or other item.

(8) A telephone directory, organization chart, or similar listing or roster which includes the names of elected officers as well as other individuals in the agency sending the mailing, in which the name of each elected officer and individual listed appears in the same type size, typeface, and type color. The item shall not include an elected officer's photograph, name, signature, or any other reference to an elected officer, except as specifically permitted by this section.

(9)(A) An announcement of any meeting or event of either of the following:

(i) An announcement sent to an elected officer's constituents concerning a public meeting that is directly related to the elected officer's incumbent governmental duties, is to be held by the elected officer, and that the elected officer intends to attend.

(ii) An announcement of any official agency event or events for which the agency is providing the use of its facilities or staff or other financial support.

(B) Any announcement provided for in this paragraph shall not include the elected officer's photograph or signature and may include only a single mention of the elected officer's name except as permitted elsewhere in this section.

(10) An agenda or other writing that is required to be made available pursuant to Sections 11125.1 and 54957.5, or a bill, file, history, journal, committee analysis, floor analysis, agenda of an interim or special hearing of a committee of the Legislature, or index of legislation, published by the Legislature.

(11) A business card that does not contain the elected officer's photograph or more than one mention of the elected officer's name.

(c) For purposes of this section, the following definitions apply:

(1) "Elected officer affiliated with the agency" means an elected officer who is a member, officer, or employee of the agency, or of a subunit thereof such as a committee, or who has supervisory control over the agency or appoints one or more members of the agency.

(2) "Features an elected officer" means that the item mailed includes the elected officer's photograph or signature or singles out the elected officer by the manner of display of the elected officer's name or office in the layout of the document, such as by headlines, captions, type size, typeface, or type color.

(3) "Substantially similar" is defined as follows:

(A) Two items are "substantially similar" if any of the following applies:

(i) The items are identical, except for changes necessary to identify the recipient and the recipient's address.

(ii) The items are intended to honor, commend, congratulate, or recognize an individual or group, or individuals or groups, for the same event or occasion, are intended to celebrate or recognize the same holiday, or are intended to congratulate an individual or group, or individuals or groups, on the same type of event, such as birthdays or anniversaries.

(iii) Both of the following apply to the items mailed:

(I) Most of the bills, legislation, governmental action, activities, events, or issues of public concern mentioned in one item are mentioned in the other.

(II) Most of the information contained in one item is contained in the other.

(B) Enclosure of the same informational materials in two items mailed, such as copies of the same bill, public document, or report, shall not, by itself, mean that the two items are “substantially similar.” The informational materials shall not include the elected officer’s name, photograph, signature, or any other reference to the elected officer except as permitted elsewhere in this section.

(C) An item is only considered substantially similar to other items sent by the same official, not to items sent by other officials in the same agency.

(4) “Unsolicited request” is defined as follows:

(A) A written or oral communication, including a petition, that specifically requests a response and is not requested or induced by the recipient elected officer or by any third person acting at the recipient elected officer’s behest. However, an unsolicited oral or written communication, including a petition, that does not contain a specific request for a response shall be deemed to constitute an unsolicited request for a single written response.

(B) An unsolicited request for continuing information on a subject shall be deemed an unsolicited request for multiple responses directly related to that subject for a period of time not to exceed 24 months. An unsolicited request to receive a regularly published agency newsletter shall be deemed an unsolicited request for each issue of that newsletter.

(C) A previously unsolicited request to receive an agency newsletter or mass mailing on an ongoing basis shall not be deemed to have become solicited by the sole fact that the requestor responds to an agency notice indicating that, in the absence of a response, the requestor’s name will be purged from the mailing list for that newsletter or mass mailing. A notice in the following language shall be deemed to meet this standard:

“The law does not permit this office to use public funds to keep you updated on items of interest unless you specifically request that it do so.”

Inclusion of a similar notice in other items does not constitute a solicitation under this section.

(D) A communication sent in response to an elected officer’s participation at a public forum or press conference, or to an elected officer’s issuance of a press release, shall be deemed an unsolicited request.

(E) A person who subscribes to newspapers or other periodicals published by persons other than elected officers

shall be deemed to have made unsolicited requests for materials published in those subscription publications.

History: Added by Stats. 2017, Ch. 827; amended by Stats. 2021, Ch. 50.

Opinions: *In re California State Association of Counties* (2021)

§ 89003. Mass Mailings Sent at Public Expense; Temporal Prohibition.

Notwithstanding subdivision (b) of Section 89002, a mass mailing, as defined in Section 82041.5, that meets the criteria of subdivision (a) of Section 89002 shall not be sent within the 60 days preceding an election by or on behalf of a candidate whose name will appear on the ballot at that election, except as provided in paragraphs (2) to (8), inclusive, and paragraph (10) of subdivision (b) of Section 89002.

History: Added by Stats. 2017, Ch. 827

Chapter 9.5. Ethics.
§ 89500-89522

Article 1. Honoraria. § 89500-89502	111
Article 2. Gifts. § 89503-89503.5.....	112
Article 3. Travel. § 89506	113
Article 4. Campaign Funds. § 89510 – 89522.....	114

Article 1. Honoraria.
§ 89500-89502

§ 89500. Chapter Title.....	111
§ 89501. Honoraria.....	111
§ 89502. Honorarium.....	112

§ 89500. Chapter Title.

This chapter shall be known and may be cited as the Ethics in Government Act of 1990.

History: Added by Stats. 1990, Ch. 84.

§ 89501. Honoraria.

(a) For purposes of this chapter, “honorarium” means, except as provided in subdivision (b), any payment made in

consideration for any speech given, article published, or attendance at any public or private conference, convention, meeting, social event, meal, or like gathering.

(b) The term “honorarium” does not include:

(1) Earned income for personal services which are customarily provided in connection with the practice of a bona fide business, trade, or profession, such as teaching, practicing law, medicine, insurance, real estate, banking, or building contracting, unless the sole or predominant activity of the business, trade, or profession is making speeches. The commission shall adopt regulations to implement this subdivision.

(2) Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the State Controller for donation to the General Fund, or in the case of a public official of a local government agency, delivered to the public official’s agency for donation to an equivalent fund, without being claimed as a deduction from income for tax purposes.

(c) Section 89506 applies to all payments, advances, or reimbursements for travel and related lodging and subsistence.

History: Repealed and new section added by Stats. 1995, Ch. 690; amended by Stats. 2021, Ch. 50.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18730, 18930, 18931.1, 18931.2, 18931.3, 18932, 18932.1, 18932.2, 18932.3, 18932.4, 18932.5, 18933, 18940, 18944, 18945.1, 18946.2, 18946.5, 18946.6, 18950, 18950.1, 18950.2

§ 89502. Honorarium.

(a) An elected state officer, elected officer of a local government agency, or other individual specified in Section 87200 shall not accept any honorarium.

(b) (1) A candidate for elective state office, for judicial office, or for elective office in a local government agency shall not accept any honorarium. A person shall be deemed a candidate for purposes of this subdivision when the person has filed a statement of organization as a committee for election to a state or local office, a declaration of intent, or a declaration of candidacy, whichever occurs first. A person shall not be deemed a candidate for purposes of this subdivision after the person is sworn into the elective office, or, if the person lost the election, after the person has terminated the person’s campaign statement filing obligations for that office pursuant to Section 84214 or after certification of the election results, whichever is earlier.

(2) Paragraph (1) does not apply to any person who is a candidate as described in paragraph (1) for judicial office on or before December 31, 1996.

(c) A member of a state board or commission or designated employee of a state or local government agency shall not accept an honorarium from any source if the member or employee would be required to report the receipt of income or gifts from that source on the member’s or employee’s statement of economic interests.

(d) This section does not apply to a person in the person’s capacity as judge. This section does not apply to a person in the person’s capacity as a part-time member of the

governing board of any public institution of higher education unless that position is an elective office.

History: Added by Stats. 1990, Ch. 84; repealed and new section added by Stats. 1995, Ch. 690; amended by Stats. 1996, Ch. 1056; amended by Stats. 2021, Ch. 50.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18730, 18736, 18932.1, 18932.2,

Article 2. Gifts.

§ 89503-89503.5

§ 89503.	Gift Limits.	112
§ 89503.5.	Gift; Received and Accepted.	113
§ 89504.	Services of a California Science and Technology Policy Fellow.....	113

§ 89503. Gift Limits.

(a) An elected state officer, elected officer of a local government agency, or other individual specified in Section 87200 shall not accept gifts from any single source in any calendar year with a total value of more than two hundred fifty dollars (\$250).

(b)(1) A candidate for elective state office, for judicial office, or for elective office in a local government agency shall not accept gifts from any single source in any calendar year with a total value of more than two hundred fifty dollars (\$250). A person shall be deemed a candidate for purposes of this subdivision when the person has filed a statement of organization as a committee for election to a state or local office, a declaration of intent, or a declaration of candidacy, whichever occurs first. A person shall not be deemed a candidate for purposes of this subdivision after the person is sworn into the elective office, or, if the person lost the election, after the person has terminated the person’s campaign statement filing obligations for that office pursuant to Section 84214 or after certification of the election results, whichever is earlier.

(2) Paragraph (1) does not apply to any person who is a candidate as described in paragraph (1) for judicial office on or before December 31, 1996.

(c) A member of a state board or commission or designated employee of a state or local government agency shall not accept gifts from any single source in any calendar year with a total value of more than two hundred fifty dollars (\$250) if the member or employee would be required to report the receipt of income or gifts from that source on the member’s statement of economic interests.

(d) This section does not apply to a person in the person’s capacity as judge. This section does not apply to a person in the person’s capacity as a part-time member of the governing board of any public institution of higher education unless that position is an elective office.

(e) This section does not prohibit or limit the following:

(1) Payments, advances, or reimbursements for travel and related lodging and subsistence permitted by Section 89506.

(2) Wedding gifts and gifts exchanged between individuals on birthdays, holidays, and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value.

(f) Beginning on January 1, 1993, the commission shall adjust the gift limitation in this section on January 1 of each odd-numbered year to reflect changes in the Consumer Price Index, rounded to the nearest ten dollars (\$10).

(g) The limitations in this section are in addition to the limitations on gifts in Section 86203.

History: Added by Stats. 1990, Ch. 84; amended by Stats. 1993, Ch. 769; repealed and new section added by Stats. 1995, Ch. 690; amended by Stats. 1996, Ch. 1056; amended by Stats. 2021, Ch. 50.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18730, 18730.1, 18736, 18940.2, 18941, 18942, 18942.1, 18942.2, 18942.3, 18945, 18946, 18946.4

Opinions: *In re Solis* (2000) 14 FPPC Ops. 7

§ 89503.5. Gift; Received and Accepted.

A gift is both “received” and “accepted” when the public official, or the official’s immediate family member, knowingly takes actual possession of the gift, is provided the benefit of the gift, or takes any action exercising direction or control of the gift.

History: Added by Stats. 2019, Ch. 312.

§ 89504. Services of a California Science and Technology Policy Fellow.

(a) The services of a California Science and Technology Policy Fellow provided by the California Council on Science and Technology and duly authorized by an executed memorandum of understanding between the council and an executive branch agency or department are not a gift to a state elective or appointive officer for the purposes of this article.

(b) For purposes of this section, a California Science and Technology Policy Fellow is “duly authorized by an executed memorandum of understanding between the council and an executive branch agency or department” only if both of the following requirements are satisfied:

(1) The California Science and Technology Policy Fellow has been selected according to criteria, and pursuant to a process, included in the executed memorandum of understanding between the council and an executive branch agency or department.

(2) The California Council on Science and Technology has executed an agreement with an executive branch agency or department whereby the California Science and Technology Policy Fellow is bound to abide by standards of conduct, economic interest disclosure requisites, and other requirements specified by the state.

(c) This section does not constitute a change in, but is declaratory of, existing law.

History: Added by Stats. 2023, Ch. 112.

Article 3. Travel.

§ 89506

§ 89506. Travel Payments, Advances and Reimbursements.

(a) Payments, advances, or reimbursements for travel, including actual transportation and related lodging and subsistence that is reasonably related to a legislative or governmental purpose, or to an issue of state, national, or international public policy, are not prohibited or limited by this chapter if either of the following applies:

(1) The travel is in connection with a speech given by the elected state officer, local elected officeholder, candidate for elective state office or local elective office, an individual specified in Section 87200, member of a state board or commission, or designated employee of a state or local government agency, the lodging and subsistence expenses are limited to the day immediately preceding, the day of, and the day immediately following the speech, and the travel is within the United States.

(2) The travel is provided by a government, a governmental agency, a foreign government, a governmental authority, a bona fide public or private educational institution, as defined in Section 203 of the Revenue and Taxation Code, a nonprofit organization that is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, or by a person domiciled outside the United States who substantially satisfies the requirements for tax-exempt status under Section 501(c)(3) of the Internal Revenue Code.

(b) Gifts of travel not described in subdivision (a) are subject to the limits in Section 89503.

(c) Subdivision (a) applies only to travel that is reported on the recipient’s statement of economic interests.

(d) For purposes of this section, a gift of travel does not include any of the following:

(1) Travel that is paid for from campaign funds, as permitted by Article 4 (commencing with Section 89510), or that is a contribution.

(2) Travel that is provided by the governmental agency of a local elected officeholder, an elected state officer, member of a state board or commission, an individual specified in Section 87200, or a designated employee.

(3) Travel that is reasonably necessary in connection with a bona fide business, trade, or profession and that satisfies the criteria for federal income tax deduction for business expenses in Sections 162 and 274 of the Internal Revenue Code, unless the sole or predominant activity of the business, trade, or profession is making speeches.

(4) Travel that is excluded from the definition of a gift by any other provision of this title.

(e) This section does not apply to payments, advances, or reimbursements for travel and related lodging and subsistence permitted or limited by Section 170.9 of the Code of Civil Procedure.

(f)(1) A nonprofit organization that regularly organizes and hosts travel for elected officials and that makes payments, advances, or reimbursements that total more than ten thousand dollars (\$10,000) in a calendar year, or that total more than five thousand dollars (\$5,000) in a calendar year for a single person, for travel by an elected state officer or local elected officeholder as described in subdivision (a)

shall disclose to the Commission the names of donors who did both of the following in the preceding year:

(A) Donated one thousand dollars (\$1,000) or more to the nonprofit organization.

(B) Accompanied an elected state officer or local elected officeholder, either personally or through an agent, employee, or representative, for any portion of travel described in subdivision (a).

(2) For purposes of this subdivision, a nonprofit organization “regularly organizes and hosts travel for elected officials” if the sum of the nonprofit organization’s expenses that relate to any of the following types of activities with regard to elected officials was greater than one-third of its total expenses reflected on the nonprofit organization’s Internal Revenue Service Form 990, or the equivalent, filed most recently within the last 12 months:

(A) Travel.

(B) Study tours.

(C) Conferences, conventions, and meetings.

(3) This subdivision does not preclude a finding that a nonprofit organization is acting as an intermediary or agent of the donor. If the nonprofit organization is acting as an intermediary or agent of the donor, all of the following apply:

(A) The donor to the nonprofit organization is the source of the gift.

(B) The donor shall be identified as a financial interest under Section 87103.

(C) The gift shall be reported as required by Section 87207.

(D) The gift shall be subject to the limitations on gifts specified in Section 89503.

(4) For purposes of this subdivision, a nonprofit organization includes an organization that is exempt from taxation under Section 501(c)(3) or Section 501(c)(4) of the Internal Revenue Code.

History: Added by Stats. 1990, Ch. 84; amended by Stats. 1991, Ch. 674; amended by Stats. 1994, Ch. 1105; amended by Stats. 1995, Ch. 690; amended by Stats. 1997, Ch. 455, effective September 24, 1997; amended by Stats. 2015, Ch. 757; amended by Stats. 2016, Ch. 86

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18930, 18931.1, 18931.2, 18931.3, 18932, 18932.1, 18932.2, 18932.3, 18932.4, 18932.5, 18933, 18940, 18940.2, 18944, 18945.1, 18946.2, 18946.5, 18950, 18950.1, 18950.2

Article 4. Campaign Funds.

§ 89510 – 89522

§ 89510.	Contributions Held in Trust.	114
§ 89511.	Campaign Funds Held by Candidates and Committees.	114
§ 89511.5.	Use of Personal Funds for Incumbent Elected Officers.	115
§ 89512.	Expenditures Associated with Seeking or Holding Office.	115
§ 89512.5.	Expenditures by Committees not Controlled by Candidates.	115
§ 89513.	Use of Campaign Funds for Specific Activities.	115
§ 89514.	Use of Campaign Funds for Attorney’s Fees.	117

§ 89515.	Use of Campaign Funds for Donations and Loans.	117
§ 89516.	Use of Campaign Funds for Vehicle Expenses.	117
§ 89517.	Use of Campaign Funds for Real Property, Appliances or Equipment.	118
§ 89517.5.	Use of Campaign Funds for Security System.	118
§ 89517.6	Use of Campaign Funds for Cybersecurity of Electronic Devices.	118
§ 89518.	Use of Campaign Funds for Compensation. .	118
§ 89519.	Use of Surplus Campaign Funds.	118
§ 89519.5.	Use of Campaign Funds Held by an Officeholder Convicted of Certain Felonies of the Election Code.	119
§ 89520.	Violations.	119
§ 89521.	Unlawful Honorarium, Gift or Expenditure. .	119
§ 89522.	Campaign Funds; Prohibited Use Under Elections Code.	120

§ 89510. Contributions Held in Trust.

(a) A candidate for elective state office may only accept contributions within the limits provided in Chapter 5 (commencing with Section 85100).

(b) All contributions deposited into the campaign account shall be deemed to be held in trust for expenses associated with the election of the candidate or for expenses associated with holding office.

History: Added by Stats. 1990, Ch. 84; amended by Stats. 2000, Ch. 102 [Proposition 34 of the November Statewide General Election]; amended by Stats. 2001, Ch. 241, effective September 4, 2001.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Section 18421.7

§ 89511. Campaign Funds Held by Candidates and Committees.

(a) This article applies to campaign funds held by candidates for elective office, elected officers, controlled committees, ballot measure committees, committees opposed to a candidate or measure, and any committee which qualifies as a committee pursuant to subdivision (a) of Section 82013.

(b)(1) For purposes of this chapter, “campaign funds” includes any contributions, cash, cash equivalents, and other assets received or possessed by a committee as defined by subdivision (a) of Section 82013.

(2) For purposes of this chapter, “committee” means a controlled committee, ballot measure committee, committee opposed to a candidate or measure, and any committee which qualifies as a committee pursuant to subdivision (a) of Section 82013.

(3) For purposes of this chapter, “substantial personal benefit” means an expenditure of campaign funds which results in a direct personal benefit with a value of more than two hundred dollars (\$200) to a candidate, elected officer, or any individual or individuals with authority to approve the expenditure of campaign funds held by a committee.

(4) For purposes of this article, “household” includes the candidate’s or elected officer’s spouse, dependent children, and parents who reside with the candidate or elected officer.

(5)(A) For purposes of this article, “attorney’s fees and other costs” includes only the following:

(i) Attorney’s fees and other legal costs related to the defense of the candidate or officer.

(ii) Administrative costs directly related to compliance with the requirements of this title.

(B) “Attorney’s fees and other costs” does not include expenses for fundraising, media or political consulting fees, mass mailing or other advertising, or, except as expressly authorized by subdivision (c) of Section 89513, a payment or reimbursement for a fine, penalty, judgment or settlement, or a payment to return or disgorge contributions made to any other committee controlled by the candidate or officer.

History: Added by Stats. 1990, Ch. 84; amended by Stats. 1991, Ch. 546; amended by Stats. 2000, Ch. 130; amended by Stats. 2014, Ch. 884.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18229.1, 18421.7, 18960

Opinions: *In re Roberts* (2004) 17 FPPC Ops. 9

§ 89511.5. Use of Personal Funds for Incumbent Elected Officers.

(a) An incumbent elected officer may utilize the incumbent elected officer’s personal funds for expenditures authorized by subdivision (b) of Section 89510 without first depositing those funds in the incumbent elected officer’s controlled committee’s campaign bank account, if both of the following conditions are met:

(1) The expenditures are not campaign expenses.

(2) The treasurer of the committee is provided with a dated receipt and a written description of the expenditure.

(b) An incumbent elected officer may be reimbursed for expenditures of the incumbent elected officer’s personal funds, from either the controlled committee campaign bank account established pursuant to Section 85201 with respect to election to the incumbent term of office, or from a controlled committee campaign bank account established pursuant to Section 85201 with respect to election to a future term of office, if all of the following conditions are met:

(1) The expenditures are not campaign expenses.

(2) The incumbent elected officer, prior to reimbursement, provides the treasurer of the committee with a dated receipt and a written description of each expenditure.

(3) Reimbursement is paid within 90 days of the expenditure, in the case of a cash expenditure, or within 90 days of the end of the billing period in which it was included, in the case of an expenditure charged to a credit card or charge account.

(c) When the elected officer’s controlled committee is notified that expenditures totaling one hundred dollars (\$100) or more in a fiscal year have been made by the incumbent elected officer, the committee shall report, pursuant to subdivision (k) of Section 84211, the expenditures on the campaign statement for the period in which the expenditures were made and the reimbursements on the campaign statement for the period in which the reimbursements were made.

(d) If reimbursement is not paid within the time authorized by this section, the expenditure shall be reported on the campaign statement as a nonmonetary contribution received

on the 90th day after the expenditure is paid, in the case of a cash expenditure, or within 90 days of the end of the billing period in which it was included, in the case of an expenditure charged to a credit card or charge account.

(e) This section shall not be construed to authorize an incumbent elected officer to make expenditures from any campaign bank account for expenses other than those expenses associated with the incumbent elected officer’s election to the specific office for which the account was established and expenses associated with holding that office.

History: Added by Stats. 1990, Ch. 1075; amended by Stats. 2007, Ch. 348; amended by Stats. 2021, Ch. 50.

§ 89512. Expenditures Associated with Seeking or Holding Office.

(a) An expenditure to seek office is within the lawful execution of the trust imposed by Section 89510 if it is reasonably related to a political purpose. An expenditure associated with holding office is within the lawful execution of the trust imposed by Section 89510 if it is reasonably related to a legislative or governmental purpose. Expenditures which confer a substantial personal benefit shall be directly related to a political, legislative, or governmental purpose.

(b) Except as expressly authorized by this article, an expenditure for a fine, penalty, judgment, or settlement is not within the lawful execution of the trust imposed by Section 89510.

History: Added by Stats. 1990, Ch. 84; amended by Stats. 2014, Ch. 884.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Section 18421.7

§ 89512.5. Expenditures by Committees not Controlled by Candidates.

(a) Subject to the provisions of subdivision (b), any expenditure by a committee not subject to the trust imposed by subdivision (b) of Section 89510 shall be reasonably related to a political, legislative, or governmental purpose of the committee.

(b) Any expenditure by a committee that confers a substantial personal benefit on any individual or individuals with authority to approve the expenditure of campaign funds held by the committee, shall be directly related to a political, legislative, or governmental purpose of the committee.

History: Added by Stats. 1991, Ch. 546.

§ 89513. Use of Campaign Funds for Specific Activities.

This section governs the use of campaign funds for the specific expenditures set forth in this section. It is the intent of the Legislature that this section shall guide the interpretation of the standard imposed by Section 89512 as applied to other expenditures not specifically set forth in this section.

(a)(1) Campaign funds shall not be used to pay or reimburse the candidate, the elected officer, or any individual or individuals with authority to approve the expenditure of campaign funds held by a committee, or employees or staff of the committee, or the elected officer’s governmental agency for travel expenses and necessary accommodations

except when these expenditures are directly related to a political, legislative, or governmental purpose.

(2) For the purposes of this section, payments or reimbursements for travel and necessary accommodations shall be considered as directly related to a political, legislative, or governmental purpose if the payments would meet standards similar to the standards of the Internal Revenue Service pursuant to Sections 162 and 274 of the Internal Revenue Code for deductions of travel expenses under the federal income tax law.

(3) For the purposes of this section, payments or reimbursement for travel by the household of a candidate or elected officer when traveling to the same destination in order to accompany the candidate or elected officer shall be considered for the same purpose as the candidate's or elected officer's travel.

(4) Whenever campaign funds are used to pay or reimburse a candidate, elected officer, the candidate or elected officer's representative, or a member of the candidate's household for travel expenses and necessary accommodations, the expenditure shall be reported as required by Section 84211.

(5) Whenever campaign funds are used to pay or reimburse for travel expenses and necessary accommodations, any mileage credit that is earned or awarded pursuant to an airline bonus mileage program shall be deemed personally earned by or awarded to the individual traveler. The earning or awarding of mileage credit and the redeeming of credit for actual travel are not subject to reporting pursuant to Section 84211.

(b)(1) Campaign funds shall not be used to pay for or reimburse the cost of professional services unless the services are directly related to a political, legislative, or governmental purpose.

(2) Expenditures by a committee to pay for professional services reasonably required by the committee to assist it in the performance of its administrative functions are directly related to a political, legislative, or governmental purpose.

(3) Campaign funds shall not be used to pay health-related expenses for a candidate, elected officer, or any individual or individuals with authority to approve the expenditure of campaign funds held by a committee, or members of their households. "Health-related expenses" includes, but is not limited to, examinations by physicians, dentists, psychiatrists, psychologists, or counselors and expenses for medications, treatments, medical equipment, hospitalization, health club dues, and special dietary foods. However, campaign funds may be used to pay employer costs of health care benefits of a bona fide employee or independent contractor of the committee.

(c)(1) Campaign funds shall not be used to pay or reimburse fines, penalties, judgments, or settlements, except those resulting from either of the following:

(A) Parking citations incurred in the performance of an activity that was directly related to a political, legislative, or governmental purpose.

(B) Any other action for which payment of attorney's fees from contributions would be permitted pursuant to this

title. However, campaign funds shall not be used to pay a fine, penalty, judgment, or settlement relating to an expenditure of campaign funds that resulted in either of the following:

(i) A personal benefit to the candidate or officer if it is determined that the expenditure was not reasonably related to a political, legislative, or governmental purpose.

(ii) A substantial personal benefit to the candidate or officer if it is determined that the expenditure was not directly related to a political, legislative, or governmental purpose.

(2) Campaign funds shall not be used to pay a restitution fine imposed under Section 86 of the Penal Code.

(d) Campaign funds shall not be used for campaign, business, or casual clothing except specialty clothing that is not suitable for everyday use, including, but not limited to, formal wear, if this attire is to be worn by the candidate or elected officer and is directly related to a political, legislative, or governmental purpose.

(e)(1) Except as otherwise prohibited by law, campaign funds may be used to purchase or reimburse for the costs of purchase of tickets to political fundraising events for the attendance of a candidate, elected officer, or the candidate or elected officer's immediate family, or an officer, director, employee, or staff of the committee or the elected officer's governmental agency.

(2) Campaign funds shall not be used to pay for or reimburse for the costs of tickets for entertainment or sporting events for the candidate, elected officer, or members of the candidate or elected officer's immediate family, or an officer, director, employee, or staff of the committee, unless their attendance at the event is directly related to a political, legislative, or governmental purpose.

(3) The purchase of tickets for entertainment or sporting events for the benefit of persons other than the candidate, elected officer, or the candidate or elected officer's immediate family are governed by subdivision (f).

(f)(1) Campaign funds shall not be used to make personal gifts unless the gift is directly related to a political, legislative, or governmental purpose. The refund of a campaign contribution does not constitute the making of a gift.

(2) This section does not prohibit the use of campaign funds to reimburse or otherwise compensate a public employee for services rendered to a candidate or committee while on vacation, leave, or otherwise outside of compensated public time.

(3) An election victory celebration or similar campaign event, or gifts with a total cumulative value of less than two hundred fifty dollars (\$250) in a single year made to an individual employee, a committee worker, or an employee of the elected officer's agency, are considered to be directly related to a political, legislative, or governmental purpose. For purposes of this paragraph, a gift to a member of a person's immediate family shall be deemed to be a gift to that person.

(g) Campaign funds shall not be used to make loans other than to organizations pursuant to Section 89515, or, unless otherwise prohibited, to a candidate for elective office, political party, or committee.

(h)(1) Campaign funds shall not be used to pay or reimburse a candidate or elected officer for a penalty, judgment, or settlement related to a claim of sexual assault, sexual abuse, or sexual harassment filed against the candidate or elective officer in any civil, criminal, or administrative proceeding. If a candidate or elected officer uses campaign funds for other legal costs and expenses related to claims of those unlawful practices and is held liable for such a violation, the candidate or elected officer shall reimburse the campaign for all funds used in connection with those other legal costs and expenses.

(2) For the purpose of this subdivision, "sexual assault" and "sexual abuse" have the same meaning as in Section 11165.1 of the Penal Code and "sexual harassment" has the same meaning as in subdivision (j) of Section 12940 of the Government Code.

(i)(1) For purposes of this subdivision, "childcare expenses" include the reasonable costs of professional daycare services, babysitting, nannying services, food and beverages, transportation to and from the location of a childcare services provider, before and after school programs, summer day camps, and preschool. Additional qualifying expenses include costs related to a nurse, home care provider, or other care provider for a disabled dependent child. "Childcare expenses" do not include private school tuition, medical expenses, tutoring services, or payments to a relative, within the third degree of consanguinity, of a child, unless the relative owns or operates a professional daycare or babysitting service and the cost of the service is no greater than the relative would otherwise charge.

(2) Campaign funds may be used to pay or reimburse a candidate for reasonable and necessary childcare expenses for a dependent child resulting directly from the candidate engaging in campaign activities. For purposes of this paragraph, "directly" means that the candidate would not have incurred the childcare expenses if the candidate did not engage in the campaign activities.

(3) This section shall not be construed to limit the use of campaign funds to pay for childcare expenses resulting from an officeholder engaging in a campaign activity with both political and legislative or governmental purposes.

History: Added by Stats. 1990, Ch. 84; amended by Stats. 1990, Ch. 1075; amended by Stats. 1991, Ch. 546; amended by Stats. 2006, Ch. 155; amended by Stats. 2006, Ch. 538; amended by Stats. 2007, Ch. 130; amended by Stats. 2014, Ch. 881 and 884; amended by Stats. 2019, Ch. 384; amended by Stats. 2019, Ch. 564.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18229.1, 18421.7

§ 89514. Use of Campaign Funds for Attorney's Fees.

Expenditures of campaign funds for attorney's fees and other costs in connection with administrative, civil, or criminal litigation are not directly related to a political, legislative, or governmental purpose except where the litigation is directly related to activities of a committee that are consistent with its primary objectives or arises directly out of a committee's activities or out of a candidate's or elected officer's activities, duties, or status as a candidate or elected

officer, including, but not limited to, an action to enjoin defamation, defense of an action to enjoin defamation, defense of an action brought for a violation of state or local campaign, disclosure, or election laws, and an action arising from an election contest or recount.

History: Added by Stats. 1990, Ch. 84; amended by Stats. 1991, Ch. 546.

§ 89515. Use of Campaign Funds for Donations and Loans.

Campaign funds may be used to make donations or loans to bona fide charitable, educational, civic, religious, or similar tax-exempt, nonprofit organizations, where no substantial part of the proceeds will have a material financial effect on the candidate, elected officer, campaign treasurer, or any individual or individuals with authority to approve the expenditure of campaign funds held by a committee, or an immediate family member of one of those individuals, and where the donation or loan bears a reasonable relation to a political, legislative, or governmental purpose.

History: Added by Stats. 1990, Ch. 84; amended by Stats. 1991, Ch. 546; amended by Stats. 2021, Ch. 50.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18229.1

§ 89516. Use of Campaign Funds for Vehicle Expenses.

Notwithstanding Sections 89512 and 89513, this section governs the use of campaign funds for vehicle expenses.

(a) Campaign funds shall not be used to purchase a vehicle unless both of the following apply:

(1) Title to the vehicle is held by the committee and not the candidate, elected officer, campaign treasurer, or any other individual or individuals with authority to approve the expenditure of campaign funds held by a committee, or an immediate family member of one of those individuals.

(2) The use of the vehicle is directly related to a political, legislative, or governmental purpose.

(b) Campaign funds shall not be used to lease a vehicle unless both of the following apply:

(1) The lessee is the committee, or a state or local government agency and not the candidate, elected officer, or an immediate family member of the candidate or elected officer; or the lessor is a state or local government agency.

(2) The use of the vehicle is directly related to a political, legislative, or governmental purpose.

(c) Campaign funds may be used to pay for or reimburse the operating costs, including, but not limited to, insurance, maintenance, and repairs, for any vehicle for which campaign funds may be spent pursuant to this section.

(d) Campaign funds may be used to reimburse a candidate, elected officer, a candidate's or elected officer's immediate family, or any individual or individuals with authority to approve the expenditure of campaign funds held by a committee, or an employee or member of the staff of the committee or of the elected officer's governmental agency, for the use of that individual's vehicle at the rate approved by the Internal Revenue Service pursuant to Section 162 of the Internal Revenue Code in connection with deductible

mileage expenses under the federal income tax law, if both of the following requirements are met:

(1) The vehicle use for which reimbursement is sought is directly related to political, governmental, or legislative purposes.

(2) The specific purpose and mileage in connection with each expenditure is documented in a manner approved by the Internal Revenue Service in connection with deductible mileage expenses.

(e) For the purposes of this section, use of a vehicle is considered to be directly related to a political, legislative, or governmental purpose as long as its use for other purposes is only incidental to its use for political, legislative, or governmental purposes.

History: Added by Stats. 1990, Ch. 84; amended by Stats. 1991, Ch. 546; amended by Stats. 2021, Ch. 50.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18229.1, 18961

§ 89517. Use of Campaign Funds for Real Property, Appliances or Equipment.

(a) Campaign funds shall not be used for payment or reimbursement for the lease of real property or for the purchase, lease, or refurbishment of any appliance or equipment, where the lessee or sublessor is, or the legal title resides, in whole or in part, in a candidate, elected officer, campaign treasurer, or any individual or individuals with authority to approve the expenditure of campaign funds, or an immediate family member of one of those individuals.

(b) Campaign funds shall not be used to purchase real property. Except as prohibited by subdivision (a), campaign funds may be used to lease real property for up to one year at a time where the use of that property is directly related to political, legislative, or governmental purposes.

(c) For the purposes of this section, real property, appliance, or equipment is considered to be directly related to a political, legislative, or governmental purpose as long as its use for other purposes is only incidental to its use for political, legislative, or governmental purposes.

History: Added by Stats. 1990, Ch. 84; amended by Stats. 1991, Ch. 546; amended by Stats. 2021, Ch. 50.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18229.1, 18961

§ 89517.5. Use of Campaign Funds for Security System.

Notwithstanding Section 89517, campaign funds may be used to pay, or reimburse the state, for the costs of installing and monitoring an electronic security system in the home or office, or both, of a candidate or elected officer who has received threats to the candidate's or elected officer's physical safety, provided that the threats arise from the candidate's or elected officer's activities, duties, or status as a candidate or elected officer and that the threats have been reported to and verified by an appropriate law enforcement agency. Verification shall be determined solely by the law enforcement agency to which the threat was reported. The candidate or elected officer shall report any expenditure of

campaign funds made pursuant to this section to the commission. The report to the commission shall include the date that the candidate or elected officer informed the law enforcement agency of the threat, the name and phone number of the law enforcement agency, and a brief description of the threat. No more than five thousand dollars (\$5,000) in campaign funds may be used, cumulatively, by a candidate or elected officer pursuant to this subdivision. The candidate or elected officer shall reimburse the campaign fund account for the costs of the security system upon sale of the property where the security equipment is installed, based on the fair market value of the security equipment at the time the property is sold.

History: Added by Stats. 1993, Ch. 1143; amended by Stats. 2021, Ch. 50.

§ 89517.6 Use of Campaign Funds for Cybersecurity of Electronic Devices

Notwithstanding Section 89517, campaign funds may be used to pay for, or reimburse the state for, the costs of installing and monitoring hardware, software, or services related to the cybersecurity of electronic devices of a candidate, elected officer, or campaign worker. The candidate or elected officer shall report any expenditure of campaign funds made pursuant to this section to the commission in the candidate's or elected officer's campaign statements filed pursuant to Article 2 (commencing with Section 84200) of Chapter 4 of this title.

History: Added by Stats. 2019, Ch. 46.

§ 89518. Use of Campaign Funds for Compensation.

(a) Campaign funds shall not be used to compensate a candidate or elected officer for the performance of political, legislative, or governmental activities, except for reimbursement of out-of-pocket expenses incurred for political, legislative, or governmental purposes.

(b) Campaign funds shall not be used to compensate any individual or individuals with authority to approve the expenditure of campaign funds for the performance of political, legislative, or governmental activities, except as provided in subdivision (b) of Section 89513 and for reimbursement of out-of-pocket expenses incurred for political, legislative, or governmental purposes.

History: Added by Stats. 1990, Ch. 84; amended by Stats. 1991, Ch. 546.

§ 89519. Use of Surplus Campaign Funds.

(a) Upon the 90th day after leaving an elective office, or the 90th day following the end of the postelection reporting period following the defeat of a candidate for elective office, whichever occurs last, campaign funds under the control of the former candidate or elected officer shall be considered surplus campaign funds and shall be disclosed pursuant to Chapter 4 (commencing with Section 84100).

(b) Surplus campaign funds shall be used only for the following purposes:

(1) The payment of outstanding campaign debts or elected officer's expenses.

(2) The repayment of contributions.

§ 89519.5. Use of Campaign
Funds Held by an Officeholder
Convicted of Certain Felonies of the
Election Code.

119

§ 89521. Unlawful Honorarium, Gift or
Expenditure; Egregious Personal Benefit.

(3) Donations to a bona fide charitable, educational, civic, religious, or similar tax-exempt, nonprofit organization, where no substantial part of the proceeds will have a material financial effect on the former candidate or elected officer, any member of the former candidate's or elected officer's immediate family, or the former candidate's or elected officer's campaign treasurer.

(4) Contributions to a political party committee, provided the campaign funds are not used to support or oppose candidates for elective office. However, the campaign funds may be used by a political party committee to conduct partisan voter registration, partisan get-out-the-vote activities, and slate mailers as that term is defined in Section 82048.3.

(5) Contributions to support or oppose a candidate for federal office, a candidate for elective office in a state other than California, or a ballot measure.

(6) The payment for professional services reasonably required by the committee to assist in the performance of its administrative functions, including payment for attorney's fees and other costs for litigation that arises directly out of a candidate's or elected officer's activities, duties, or status as a candidate or elected officer, including, but not limited to, an action to enjoin defamation, defense of an action brought for a violation of state or local campaign, disclosure, or election laws, and an action from an election contest or recount.

(c) For purposes of this section, the payment for, or the reimbursement to the state of, the costs of installing and monitoring an electronic security system in the home or office, or both, of a candidate or elected officer who has received threats to the candidate's or elected officer's physical safety shall be deemed an outstanding campaign debt or elected officer's expense, provided that the threats arise from the candidate's or elected officer's activities, duties, or status as a candidate or elected officer and that the threats have been reported to and verified by an appropriate law enforcement agency. Verification shall be determined solely by the law enforcement agency to which the threat was reported. The candidate or elected officer shall report an expenditure of campaign funds made pursuant to this section to the Commission. The report to the Commission shall include the date that the candidate or elected officer informed the law enforcement agency of the threat, the name and the telephone number of the law enforcement agency, and a brief description of the threat. No more than five thousand dollars (\$5,000) in surplus campaign funds may be used, cumulatively, by a candidate or elected officer pursuant to this subdivision. Payments made pursuant to this subdivision shall be made during the two years immediately following the date upon which the campaign funds become surplus campaign funds. The candidate or elected officer shall reimburse the surplus fund account for the fair market value of the security system no later than two years immediately following the date upon which the campaign funds became surplus campaign funds. The campaign funds become surplus campaign funds upon sale of the property on which the system is installed, or prior to the closing of the surplus campaign fund account, whichever comes first. The electronic

security system shall be the property of the campaign committee of the candidate or elected officer.

History: Added by Stats. 1990, Ch. 84; amended by Stats. 1991, Ch. 546; amended by Stats. 1993, Ch. 1143; amended by Proposition 208 of the November 1996 Statewide General Election; repealed and added by Stats. 2000, Ch. 102 [Proposition 34 of the November Statewide General Election]; amended by Stats. 2013, Ch. 9, effective July 1, 2014; amended by Stats. 2014, Ch. 884; amended by Stats. 2021, Ch. 50.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18229.1, 18530.4, 18531.2, 18951

Opinions: *In re Pirayou* (2006) 19 FPPC Ops. 1

§ 89519.5. Use of Campaign Funds Held by an Officeholder Convicted of Certain Felonies of the Election Code.

(a) An officeholder who is convicted of a felony enumerated in Section 20 of the Elections Code, and whose conviction has become final, shall use funds held by the officeholder's candidate controlled committee only for the following purposes:

(1) The payment of outstanding campaign debts or elected officer's expenses.

(2) The repayment of contributions.

(b) Six months after the conviction becomes final, the officeholder shall forfeit any remaining funds subject to subdivision (a), and these funds shall be deposited in the General Fund.

(c) This section does not apply to funds held by a ballot measure committee or in a legal defense fund formed pursuant to Section 85304.

History: Added by Stats. 2016, Ch. 837.

§ 89520. Violations.

The remedies provided in Chapter 11 (commencing with Section 91000) shall not apply to violations of this chapter.

History: Added by Stats. 1990, Ch. 84.

§ 89521. Unlawful Honorarium, Gift or Expenditure; Egregious Personal Benefit.

(a) Any person who makes or receives an honorarium, gift, or expenditure in violation of this chapter is liable in a civil action brought by the commission for an amount of up to three times the amount of the unlawful honorarium, gift, or expenditure.

(b)(1) Any person who uses campaign funds in a manner that violates this article and results in an egregious personal benefit is liable in an administrative or civil action brought by the commission for an amount of up to two times the amount of the unlawful expenditure.

(2) For purposes of this subdivision, "egregious personal benefit" means a direct personal benefit with a total value of ten thousand dollars (\$10,000) or more to a candidate, elected officer, or any individual or individuals with authority to approve the expenditure of campaign funds held by a committee.

History: Added by Stats. 1990, Ch. 84; amended by Stats. 2021, Ch. 315.
Regulations: 2 Cal. Code of Regs. Sections 18960

§ 89522. Campaign Funds; Prohibited Use Under Elections Code.

This chapter shall not be construed to permit an expenditure of campaign funds prohibited by Section 18680 of the Elections Code.

History: Added by Stats. 1991, Ch. 546; amended by Stats. 1994, Ch. 923

Chapter 10. Auditing. **§ 90000-90009**

§ 90000.	Responsibility.	120
§ 90001.	Mandatory Audits and Investigations.	120
§ 90002.	Audits and Investigations; Time.	121
§ 90003.	Discretionary Audits.	121
§ 90004.	Periodic Reports; Public Documents.	121
§ 90005.	Confidentiality; Exception.	121
§ 90006.	Audit and Investigation by Commission.	122
§ 90007.	Auditing Guidelines and Standards.	122
§ 90008.	Preelection Auditing.	122
§ 90009.	Injunction to Compel Disclosure.	122

§ 90000. Responsibility.

Except as provided in Section 90006, the Franchise Tax Board shall make audits and field investigations with respect to the following:

(a) Reports and statements filed with the Secretary of State under Chapter 4 (commencing with Section 84100), Chapter 5 (commencing with Section 85100), and Chapter 6 (commencing with Section 86100).

(b) Local candidates and their controlled committees selected for audit pursuant to subdivision (i) of Section 90001.

History: Amended by Stats. 1987, Ch. 230; amended by Stats. 2004, Ch. 483.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18531.62, 18993, 18994, 18995, 18998

§ 90001. Mandatory Audits and Investigations.

Audits and investigations shall be made pursuant to Section 90000 with respect to the reports and statements of:

(a) Each lobbying firm and each lobbyist employer who employs one or more lobbyists shall be subject to an audit on a random basis with these lobbying firms or lobbyist employers having a 25-percent chance of being audited. When a lobbying firm or lobbyist employer is audited, the individual lobbyists who are employed by the lobbying firm or the lobbyist employer shall also be audited.

(b) Each statewide, Supreme Court, court of appeal, or Board of Equalization candidate in a direct primary or general election for whom it is determined that twenty-five thousand dollars (\$25,000) or more in contributions have been raised or twenty-five thousand dollars (\$25,000) or more in expenditures have been made, whether by the candidate or by a committee or committees controlled by the candidate or whose participation in the direct primary or

general election is primarily in support of the candidate's candidacy. Each statewide candidate whose contributions and expenditures are less than twenty-five thousand dollars (\$25,000) shall be subject to an audit on a random basis of 10 percent of the number of such candidates.

(c) Each candidate for the Legislature or superior court judge in a direct primary or general election shall be subject to audit by random selection if it is determined that fifteen thousand dollars (\$15,000) or more in contributions have been received or fifteen thousand dollars (\$15,000) or more in expenditures have been made, whether by the candidate or by a committee or committees controlled by the candidate or primarily supporting the candidate's candidacy. Random selection shall be made of 25 percent of the Senate districts, 25 percent of the Assembly districts, and 25 percent of the judicial offices contested in an election year.

(d) Each candidate for the Legislature in a special primary or special runoff election for whom it is determined that fifteen thousand dollars (\$15,000) or more in contributions have been raised or fifteen thousand dollars (\$15,000) or more in expenditures have been made, whether by the candidate or by a committee or committees controlled by the candidate or primarily supporting the candidate's candidacy.

(e) Each controlled committee of any candidate who is being audited pursuant to subdivision (b), (c), or (d).

(f) Each committee, other than a committee specified in subdivision (c) of Section 82013, primarily supporting or opposing a candidate who is being audited pursuant to subdivision (b), (c), or (d) if it is determined that the committee has expended more than ten thousand dollars (\$10,000).

(g) Each committee, other than a committee specified in subdivision (c) of Section 82013, whose participation is primarily in support of or in opposition to a state measure or state measures if it is determined that the committee has expended more than ten thousand dollars (\$10,000) on such measure or measures.

(h) Each committee, other than a committee defined in subdivision (c) of Section 82013, a controlled committee or a committee primarily supporting or opposing a state candidate or measure, if it is determined that the committee has raised or expended more than ten thousand dollars (\$10,000) supporting or opposing state candidates or state measures during any calendar year, except that if the commission determines from an audit report that a committee is in substantial compliance with the provisions of the act, the committee thereafter shall be subject to an audit on a random basis with each such committee having a 25-percent chance of being audited.

(i)(1) With respect to local candidates and their controlled committees, the Commission shall promulgate regulations which provide a method of selection for these audits.

(2) With respect to candidates for the Board of Administration of the Public Employees' Retirement System, the commission shall promulgate regulations that provide a method for selection of these audits. The Public Employees' Retirement System shall reimburse the commission for all reasonable expenses incurred pursuant to this section.

(j) In accordance with subdivisions (a), (b), (c), and (h), the Fair Political Practices Commission shall select by lot the persons or districts to be audited on a random basis. For campaign audits the selection shall be made in public after the last date for filing the first report or statement following the general or special election for which the candidate ran, or following the election at which the measure was adopted or defeated. For lobbying firm and lobbyist employer audits, the selection shall be made in public in February of odd-numbered years.

History: Amended by Stats. 1978, Ch. 1411; amended by Stats. 1979, Ch. 551; amended by Stats. 1984, Ch. 1368; amended by Stats. 1985, Ch. 1183, effective September 29, 1985; amended by Stats. 1986, Ch. 835; amended by Stats. 1994, Ch. 1139; amended by Stats. 1998, Ch. 923; amended by Stats. 2021, Ch. 50.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18531.62, 18601, 18991, 18992, 18993, 18995, 18997, 18998

§ 90002. Audits and Investigations; Time.

(a) The scope of audits and investigations under Section 90001 is as follows:

(1) Audits and investigations of lobbying firms and employers of lobbyists shall be conducted biennially covering reports filed during the previous two-year period. If a lobbying firm or lobbyist employer keeps a separate account for all receipts and payments for which reporting is required by this chapter, the requirement of an audit under subdivision (a) of Section 90001 shall be satisfied by an audit of that account and the supporting documentation required to be maintained by Section 86110.

(2) For campaign statements or reports of a candidate, controlled committee, or committee primarily supporting or opposing a candidate, the audit or investigation shall cover all campaign statements and reports filed for the primary and general election, or a special or runoff election, as well as any previous campaign statements or reports filed since the last election for that office. The audit or investigation shall not include statements or reports previously audited under Section 90001 or 90003.

(3) For campaign statements or reports of a committee primarily supporting or opposing a measure, the audit or investigation shall cover all campaign statements and reports filed by the committee in connection with the measure.

(4) For all other committees, the audit or investigation shall cover all campaign statements and reports filed during the previous two calendar years.

(b) The audit or investigation periods may be extended to include any transaction that relates to or is connected with the election being audited or investigated or the two-year period.

(c) An audit or investigation conducted under Section 90001 shall not include campaign statements or reports filed in conjunction with an election for any other office.

(d) This section shall not be interpreted to act as a limit on the Franchise Tax Board or the Commission in undertaking a discretionary audit under Section 90003.

History: Amended by Stats. 2014, Ch. 9; repealed and reenacted as amended by Stats. 2019, Ch. 312.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18530.4, 18530.45, 18531.62, 18992, 18998

§ 90003. Discretionary Audits.

In addition to the audits and investigations required by Section 90001, the Franchise Tax Board and the Commission may make investigations and audits with respect to any reports or statements required by this title.

History: Amended by Stats. 2004, Ch. 483; amended by Stats. 2014, Ch. 9.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18531.62, 18998

§ 90004. Periodic Reports; Public Documents.

(a) The Franchise Tax Board shall periodically prepare reports, which, except as otherwise provided in this section, shall be sent to the Commission, the Secretary of State, and the Attorney General. If the reports relate to candidates for or committees supporting or opposing candidates for the office of Attorney General, the reports shall be sent to the Commission, the Secretary of State, and the District Attorneys of the Counties of Los Angeles, Sacramento, and San Francisco. If the reports relate to local candidates and their controlled committees, the reports shall be sent to the Commission, the local filing officer with whom the candidate or committee is required to file the originals of campaign reports pursuant to Section 84215, and the district attorney for the candidate's county of domicile.

(b) The Franchise Tax Board shall complete its report of any audit conducted on a random basis pursuant to Section 90001 within two years after the person or entity subject to the audit is selected by the Commission to be audited.

(c) The reports of the Franchise Tax Board shall be public documents and shall contain in detail the Franchise Tax Board's findings with respect to the accuracy and completeness of each report and statement reviewed and its findings with respect to any report or statement that should have been but was not filed. The Secretary of State and the local filing officer shall place the audit reports in the appropriate campaign statement or lobbying files.

History: Amended by Stats. 1976, Ch. 564; amended by Stats. 1979, Ch. 531; amended by Stats. 1987, Ch. 230; amended by Stats. 2004, Ch. 591; amended by Stats. 2005, Ch. 22; amended by Stats. 2014, Ch. 9.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18531.62, 18993, 18995, 18998

§ 90005. Confidentiality; Exception.

A member, employee, or agent of the Franchise Tax Board or the Commission shall not divulge or make known in any manner the particulars of any record, documents, or information that the individual receives by virtue of this chapter, except in furtherance of the work of the Franchise Tax Board or the Commission or in connection with a court proceeding or the lawful investigation of any agency.

History: Amended by Stats. 2014, Ch. 9; amended by Stats. 2021, Ch. 50.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18531.62

§ 90006. Audit and Investigation by Commission.

Audits and field investigations of candidates for Controller and member of the Board of Equalization and of committees supporting such candidates shall be made by the Commission instead of the Franchise Tax Board.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18531.62, 18998

§ 90007. Auditing Guidelines and Standards.

(a) The commission shall adopt auditing guidelines and standards which shall govern audits and field investigations conducted under Section 90001. The guidelines and standards shall be formulated to accomplish the following purposes:

(1) The audits should encourage compliance and detect violations of this title;

(2) The audits should be conducted with maximum efficiency in a cost-effective manner; and

(3) The audits should be as unobtrusive as possible consistent with the foregoing purposes.

(b) In adopting its guidelines and standards the commission shall consider relevant guidelines and standards of the American Institute of Certified Public Accountants to the extent such guidelines and standards are applicable and consistent with the purposes set forth in this section.

History: Added by Stats. 1978, Ch. 779, effective September 18, 1978.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18531.62, 18993, 18995

§ 90008. Preelection Auditing.

(a) It is the intent of the Legislature that the people of California have timely access to information concerning the campaign contributions and expenditures of all committees, corporations, and individuals, and that this information be provided before the election, when it is relevant, in accordance with the requirements of this title. It is the further intent of the Legislature that the Commission ensure that these disclosures are being made, and that this title be liberally construed and any judicial process be expedited to achieve this purpose.

(b) The Commission, and the Franchise Tax Board at the direction of the Commission, may audit any record required to be maintained under this title to ensure compliance with this title prior to an election, even if the record is a report or statement that has not yet been filed.

History: Added by Stats. 2014, Ch. 9.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18998

§ 90009. Injunction to Compel Disclosure.

(a) To further the purposes of this title, the Commission may seek injunctive relief in a superior court to compel disclosure consistent with this title.

(b) A court shall grant expedited review to an action filed pursuant to subdivision (a) as follows:

(1) The court shall conduct an expedited hearing with an opportunity for the defendant to respond.

(2) Briefs of the parties shall be required pursuant to an expedited schedule.

(c) A superior or appellate court may, at its discretion, grant a stay of an order granting relief pursuant to subdivision (a).

History: Added by Stats. 2014, Ch. 9.

Chapter 11. Enforcement.**§ 91000-91014**

§ 91000.	Violations; Criminal.	122
§ 91000.5.	Administrative Proceedings.	122
§ 91001.	Responsibility for Enforcement.	123
§ 91001.5.	Authority of City Attorneys of Charter Cities.	123
§ 91002.	Effect of Conviction.	123
§ 91003.	Injunction.	123
§ 91003.5.	Conflicts of Interest Violation.	123
§ 91004.	Violations of Reporting Requirements; Civil Liability.	123
§ 91005.	Civil Liability for Campaign, Lobbyist, Conflict of Interest Violation.	124
§ 91005.5.	Civil Penalties.	124
§ 91006.	Joint and Several Liability.	124
§ 91007.	Procedure for Civil Actions.	124
§ 91008.	Judgment on the Merits; Precedence; Dismissal.	124
§ 91008.5.	Civil Action Precluded by Commission Order.	125
§ 91009.	Considerations; Liability.	125
§ 91010.	Campaign Disclosure Violations; Request to Civil Prosecutor.	125
§ 91011.	Statute of Limitations.	125
§ 91012.	Costs; Attorney Fees; Bond.	125
§ 91013.	Late Filing of Statement or Report; Fees.	125
§ 91013.5.	Collection of Penalties.	126
§ 91013.7.	Judgment for Collection of Penalties.	126
§ 91014.	Applicability of Other State Law.	126

§ 91000. Violations; Criminal.

(a) Any person who knowingly or willfully violates any provision of this title is guilty of a misdemeanor.

(b) In addition to other penalties provided by law, a fine of up to the greater of ten thousand dollars (\$10,000) or three times the amount the person failed to report properly or unlawfully contributed, expended, gave or received may be imposed upon conviction for each violation.

(c) Prosecution for violation of this title must be commenced within four years after the date on which the violation occurred.

History: Amended by Stats. 1978, Ch. 1411; amended by Proposition 208 of the November 1996 Statewide General Election; repealed and added by Stats. 2000, Ch. 102 [Proposition 34 of the November Statewide General Election].

§ 91000.5. Administrative Proceedings.

An administrative action brought pursuant to Chapter 3 (commencing with Section 83100) alleging a violation of any of the provisions of this title shall not be commenced more than five years after the date on which the violation occurred.

(a) The service of the probable cause hearing notice, as required by Section 83115.5, upon the person alleged to have violated this title shall constitute the commencement of the administrative action.

(b) If the person alleged to have violated this title engages in the fraudulent concealment of the person's acts or identity, the five-year period shall be tolled for the period of the concealment. For purposes of this subdivision, "fraudulent concealment" means the person knows of material facts related to the person's duties under this title and knowingly conceals them in performing or omitting to perform those duties, for the purpose of defrauding the public of information to which it is entitled under this title.

(c) If, upon being ordered by a superior court to produce any documents sought by a subpoena in any administrative proceeding under Chapter 3 (commencing with Section 83100), the person alleged to have violated this title fails to produce documents in response to the order by the date ordered to comply therewith, the five-year period shall be tolled for the period of the delay from the date of filing of the motion to compel until the date the documents are produced.

History: Added by Stats. 1997, Ch. 179; amended by Stats. 2021, Ch. 50.
References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Sections 18610, 18612, 18615

§ 91001. Responsibility for Enforcement.

(a) The Attorney General is responsible for enforcing the criminal provisions of this title with respect to state agencies, lobbyists and state elections. The district attorney of any county in which a violation occurs has concurrent powers and responsibilities with the Attorney General.

(b) The civil prosecutor is primarily responsible for enforcement of the civil penalties and remedies of this title. The civil prosecutor is the commission with respect to the state or any state agency, except itself. The Attorney General is the civil prosecutor with respect to the commission. The district attorneys are the civil prosecutors with respect to any other agency. The civil prosecutor may bring any civil action under this title which could be brought by a voter or resident of the jurisdiction. Upon written authorization from a district attorney, the commission may bring any civil action under this title which could be brought by a voter or resident of the jurisdiction. Under such circumstances, Section 91007 shall not apply to the commission.

(c) Whether or not a violation is inadvertent, negligent or deliberate, and the presence or absence of good faith shall be considered in applying the remedies and sanctions of this title.

History: Amended by Stats. 1976, Ch. 1161; repealed and reenacted as amended by Stats. 1977, Ch. 230, effective July 7, 1977; amended by Stats. 1979, Ch. 357.

Regulations: 2 Cal. Code of Regs. Sections 18315

§ 91001.5. Authority of City Attorneys of Charter Cities.

In any case in which a district attorney could act as the civil or criminal prosecutor under the provisions of this title,

the elected city attorney of any charter city may act as the civil or criminal prosecutor with respect to any violations of this title occurring within the city.

History: Added by Stats. 1976, Ch. 594, effective August 26, 1976.

§ 91002. Effect of Conviction.

No person convicted of a misdemeanor under this title shall be a candidate for any elective office or act as a lobbyist for a period of four years following the date of the conviction unless the court at the time of sentencing specifically determines that this provision shall not be applicable. A plea of nolo contendere shall be deemed a conviction for purposes of this section. Any person violating this section is guilty of a felony.

§ 91003. Injunction.

(a) Any person residing in the jurisdiction may sue for injunctive relief to enjoin violations or to compel compliance with the provisions of this title. The court may in its discretion require any plaintiff other than the commission to file a complaint with the commission prior to seeking injunctive relief. The court may award to a plaintiff or defendant who prevails that party's costs of litigation, including reasonable attorney's fees.

(b) Upon a preliminary showing in an action brought by a person residing in the jurisdiction that a violation of Article 1 (commencing with Section 87100), Article 4 (commencing with Section 87400), or Article 4.5 (commencing with Section 87450) of Chapter 7 of this title or of a disqualification provision of a conflict of interest code has occurred, the court may restrain the execution of any official action in relation to which such a violation occurred, pending final adjudication. If it is ultimately determined that a violation has occurred and that the official action might not otherwise have been taken or approved, the court may set the official action aside as void. The official actions covered by this subsection include, but are not limited to, orders, permits, resolutions, and contracts, but do not include the enactment of any state legislation. In considering the granting of preliminary or permanent relief under this subsection, the court shall accord due weight to any injury that may be suffered by innocent persons relying on the official action.

History: Amended by Stats. 1976, Ch. 1161; amended by Stats. of 1987, Ch. 628; amended by Stats. 2021, Ch. 50.

§ 91003.5. Conflicts of Interest Violation.

Any person who violates a provision of Article 2 (commencing with Section 87200), 3 (commencing with Section 87300), or 4.5 (commencing with Section 87450) of Chapter 7 is subject to discipline by that person's agency, including dismissal, consistent with any applicable civil service or other personnel laws, regulations, and procedures.

History: Amended by Stats. 1986, Ch. 653; amended by Stats. 2021, Ch. 50.

§ 91004. Violations of Reporting Requirements; Civil Liability.

Any person who intentionally or negligently violates any of the reporting requirements of this title shall be liable

in a civil action brought by the civil prosecutor or by a person residing within the jurisdiction for an amount not more than the amount or value not properly reported.

History: Amended by Proposition 208 of the November 1996 Statewide General Election; repealed and added by Stats. 2000, Ch. 102 [Proposition 34 of the November Statewide General Election].

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Section 18315, 18427

§ 91005. Civil Liability for Campaign, Lobbyist, Conflict of Interest Violation.

(a) Any person who makes or receives a contribution, gift, or expenditure in violation of Section 84300, 84304, 86203, or 86204 is liable in a civil action brought by the civil prosecutor or by a person residing within the jurisdiction for an amount up to one thousand dollars (\$1,000) or three times the amount of the unlawful contribution, gift, or expenditure, whichever amount is greater.

(b) Any designated employee or public official specified in Section 87200, except an elected state officer, who realizes an economic benefit as a result of a violation of Section 87100 or of a disqualification provision of a conflict of interest code is liable in a civil action brought by the civil prosecutor or by a person residing within the jurisdiction for an amount up to three times the value of the benefit.

History: Amended by Stats. 1997, Ch. 455, effective September 24, 1997; amended by Stats. 2000, Ch. 130.

Regulations: 2 Cal. Code of Regs. Sections 18315

§ 91005.5. Civil Penalties.

Any person who violates any provision of this title, except Sections 84305, 84307, and 89001, for which no specific civil penalty is provided, shall be liable in a civil action brought by the commission or the district attorney pursuant to subdivision (b) of Section 91001, or the elected city attorney pursuant to Section 91001.5, for an amount up to five thousand dollars (\$5,000) per violation.

No civil action alleging a violation of this title may be filed against a person pursuant to this section if the criminal prosecutor is maintaining a criminal action against that person pursuant to Section 91000.

The provisions of this section shall be applicable only as to violations occurring after the effective date of this section.

History: Amended by Stats. 1982, Ch. 727; amended by Proposition 208 of the November 1996 Statewide General Election; Repealed and added by Stats. 2000, Ch. 102 [Proposition 34 of the November Statewide General Election].

Regulations: 2 Cal. Code of Regs. Section 18315

§ 91006. Joint and Several Liability.

If two or more persons are responsible for any violation, they shall be jointly and severally liable.

History: Amended by Proposition 208 of the November 1996 Statewide General Election; repealed and added by Stats. 2000, Ch. 102 [Proposition 34 of the November Statewide General Election].

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Section 18316.6

§ 91007. Procedure for Civil Actions.

(a) Any person, before filing a civil action pursuant to Sections 91004 and 91005, must first file with the civil prosecutor a written request for the civil prosecutor to commence the action. The request shall include a statement of the grounds for believing a cause of action exists. The civil prosecutor shall respond to the person in writing, indicating whether the civil prosecutor intends to file a civil action.

(1) If the civil prosecutor responds in the affirmative and files suit within 120 days from receipt of the written request to commence the action, no other action may be brought unless the action brought by the civil prosecutor is dismissed without prejudice as provided for in Section 91008.

(2) If the civil prosecutor responds in the negative within 120 days from receipt of the written request to commence the action, the person requesting the action may proceed to file a civil action upon receipt of the response from the civil prosecutor. If, pursuant to this subdivision, the civil prosecutor does not respond within 120 days, the civil prosecutor shall be deemed to have provided a negative written response to the person requesting the action on the 120th day and the person shall be deemed to have received that response.

(3) The time period within which a civil action shall be commenced, as set forth in Section 91011, shall be tolled from the date of receipt by the civil prosecutor of the written request to either the date that the civil action is dismissed without prejudice or the date of receipt by the person of the negative response from the civil prosecutor, but only for a civil action brought by the person who requested the civil prosecutor to commence the action.

(b) Any person filing a complaint, cross-complaint, or other initial pleading in a civil action pursuant to Section 91003, 91004, 91005, or 91005.5 shall, within 10 days of filing the complaint, cross-complaint, or initial pleading, serve on the commission a copy of the complaint, cross-complaint, or initial pleading or a notice containing all of the following:

(1) The full title and number of the case.

(2) The court in which the case is pending.

(3) The name and address of the attorney for the person filing the complaint, cross-complaint, or other initial pleading.

(4) A statement that the case raises issues under the Political Reform Act of 1974.

(c) A complaint, cross-complaint, or other initial pleading shall not be dismissed for failure to comply with subdivision (b).

History: Amended by Stats. 1985, Ch. 1200; amended by Stats. 1999, Ch. 577; amended by Stats. 2000, Ch. 135; amended by Stats. 2021, Ch. 50.

§ 91008. Judgment on the Merits; Precedence; Dismissal.

Not more than one judgment on the merits with respect to any violation may be obtained under Sections 91004 and 91005. Actions brought for the same violation or violations shall have precedence for purposes of trial in order of the

time filed. Such actions shall be dismissed once judgment has been entered or a settlement approved by the court in a previously filed action. The court may dismiss a pending action without prejudice to any other action for failure of the plaintiff to proceed diligently and in good faith. The action may be so dismissed on motion of the civil prosecutor or any plaintiff in an action based on the same violation.

§ 91008.5. Civil Action Precluded by Commission Order.

No civil action may be filed under Section 91004, 91005, or 91005.5 with regard to any person for any violations of this title after the commission has issued an order pursuant to Section 83116 against that person for the same violation.

History: Added by Stats. 1984, Ch. 670.

§ 91009. Considerations; Liability.

In determining the amount of liability under Sections 91004 or 91005, the court may take into account the seriousness of the violation and the degree of culpability of the defendant. If a judgment is entered against the defendant or defendants in an action brought under Section 91004 or 91005, the plaintiff shall receive fifty percent of the amount recovered. The remaining fifty percent shall be deposited in the General Fund of the state. In an action brought by the civil prosecutor, the entire amount recovered shall be paid to the general fund or treasury of the jurisdiction.

§ 91010. Campaign Disclosure Violations; Request to Civil Prosecutor.

No request to the civil prosecutor pursuant to Section 91007 shall be made or filed in connection with a report or statement required by Chapter 4 (commencing with Section 84100) until the time when an audit and investigation could be begun under subdivision (c) of Section 90002.

History: Amended by Stats. 1992, Ch. 405.

§ 91011. Statute of Limitations.

(a) No civil action alleging a violation in connection with a report or statement required by Chapter 4 (commencing with Section 84100) shall be filed more than four years after an audit could begin as set forth in subdivision (c) of Section 90002, or more than one year after the Franchise Tax Board forwards its report to the commission, pursuant to Section 90004, of any audit conducted of the alleged violator, whichever period is less.

(b) No civil action alleging a violation of any provisions of this title, other than those described in subdivision (a), shall be filed more than four years after the date the violation occurred.

History: Amended by Stats. 1978, Ch. 1411; amended by Stats. 1980, Ch. 742; amended by Stats. 1997, Ch. 455, effective September 24, 1997; amended by Stats. 2004, Ch. 591.

§ 91012. Costs; Attorney Fees; Bond.

The court may award to a plaintiff or defendant other than an agency, who prevails in any action authorized by this

title, that party's costs of litigation, including reasonable attorney's fees. On motion of any party, a court shall require a private plaintiff to post a bond in a reasonable amount at any stage of the litigation to guarantee payment of costs.

History: Amended by Stats. 2021, Ch. 50.

§ 91013. Late Filing of Statement or Report; Fees.

(a)(1) Except as provided in paragraphs (2) to (4), if any person files an original statement or report after any deadline imposed by this act, the person shall, in addition to any other penalties or remedies established by this act, be liable in the amount of ten dollars (\$10) per day after the deadline until the statement or report is filed, to the officer with whom the statement or report is required to be filed.

(2) Liability need not be enforced by the filing officer if on an impartial basis the filing officer determines that the late filing was not willful and that enforcement of the liability will not further the purposes of the act, except that liability shall not be waived pursuant to this paragraph if a statement or report is not filed within 30 days for a statement of economic interest, other than a candidate's statement filed pursuant to Section 87201, 5 days for a campaign statement required to be filed 12 days before an election, and 10 days for all other statements or reports, after the filing officer has sent specific written notice of the filing requirement.

(3) Liability shall not be enforced by the filing officer if the person who filed the late statement or report was unable to timely file the statement or report due to serious illness or hospitalization.

(4) Liability shall not be enforced by the filing officer if the person who filed the late statement or report completes the political reform education program pursuant to Section 83116.7 for that late filing violation.

(b) If any person files a copy of a statement or report after any deadline imposed by this act, the person shall, in addition to any other penalties or remedies established by this chapter, be liable in the amount of ten dollars (\$10) per day, starting 10 days, or 5 days in the case of a campaign statement required to be filed 12 days before an election, after the officer has sent specific written notice of the filing requirement and until the statement is filed. Liability shall not be enforced by the filing officer in either of the following circumstances:

(1) The person who filed the late copy of the statement or report was unable to timely file the copy of the statement or report due to serious illness or hospitalization.

(2) The person who filed the late copy of the statement or report completes the political reform education program pursuant to Section 83116.7 for that late filing violation.

(c) The officer shall deposit any funds received under this section into the general fund of the jurisdiction of which the filing officer is an officer. Liability under this section shall not exceed the cumulative amount stated in the late statement or report, or one hundred dollars (\$100), whichever is greater.

History: Amended by Stats. 2023, Ch. 696, effective October 10, 2023; amended by Stats. 1975, Ch. 915, effective September 20, 1975, operative January 7, 1975; amended by Stats. 1977, Ch. 555; amended by Stats. 1985,

Ch. 1200; amended by Stats. 1993, Ch. 1140; amended by Stats. 2021, Ch. 50.

References at the time of publication (see page 2):

Opinions: *In re Wood* (2000) 13 FPPC Ops. 21
In re Layton (1975) 1 FPPC Ops. 113
In re Rundstrom (1975) 1 FPPC Ops. 188

§ 91013.5. Collection of Penalties.

(a) In addition to any other available remedies, the commission or the filing officer may bring a civil action and obtain a judgment in superior court for the purpose of collecting any unpaid monetary penalties, fees, or civil penalties imposed pursuant to this title. The action may be filed as a small claims, limited civil, or unlimited civil case, depending on the jurisdictional amount. The venue for this action shall be in the county where the monetary penalties, fees, or civil penalties were imposed by the commission or the filing officer. In order to obtain a judgment in a proceeding under this section, the commission or filing officer shall show, following the procedures and rules of evidence as applied in ordinary civil actions, all of the following:

(1) That the monetary penalties, fees, or civil penalties were imposed following the procedures set forth in this title and implementing regulations.

(2) That the defendant or defendants in the action were notified, by actual or constructive notice, of the imposition of the monetary penalties, fees, or civil penalties.

(3) That a demand for payment has been made by the commission or the filing officer and full payment has not been received.

(b) A civil action brought pursuant to subdivision (a) shall be commenced within four years after the date on which the monetary penalty, fee, or civil penalty was imposed.

History: Added by Stats. 1984, Ch. 670; amended by Stats. 2004, Ch. 483.

References at the time of publication (see page 2):

Regulations: 2 Cal. Code of Regs. Section 18318

§ 91013.7. Judgment for Collection of Penalties.

(a) If the time for judicial review of a final Commission order or decision has lapsed, or if all means of judicial review of the order or decision have been exhausted, the Commission may apply to the clerk of the court for a judgment to collect the penalties imposed by the order or decision, or the order as modified in accordance with a decision on judicial review.

(b) The application, which shall include a certified copy of the order or decision, or the order as modified in accordance with a decision on judicial review, and proof of service of the order or decision, constitutes a sufficient showing to warrant issuance of the judgment to collect the penalties. The clerk of the court shall enter the judgment immediately in conformity with the application.

(c) An application made pursuant to this section shall be made to the clerk of the superior court in the county where the monetary penalties, fees, or civil penalties were imposed by the Commission.

(d) A judgment entered in accordance with this section

has the same force and effect as, and is subject to all the provisions of law relating to, a judgment in a civil action and may be enforced in the same manner as any other judgment of the court in which it is entered.

(e) The Commission may bring an application pursuant to this section only within four years after the date on which the monetary penalty, fee, or civil penalty was imposed.

(f) The remedy available under this section is in addition to those available under Section 91013.5 or any other law.

History: Added by Stats. 2013, Ch. 645.

§ 91014. Applicability of Other State Law.

Nothing in this chapter shall exempt any person from applicable provisions of any other laws of this state.

LOCAL CITY AND COUNTY CONTRIBUTION RULES (AB 571)

This chapter contains information on contribution rules for candidates and officeholders seeking a city or county elective office in a city or county that has not already enacted a contribution limit pursuant to AB 571. (Please see Stats. 2019, Ch. 556 AB 571 Mullin). Along with the new campaign contribution limit, there are also other related provisions that formerly applied only to state level candidates that now apply to city and county candidates. Please note that none of the provisions of AB 571 discussed in this chapter apply to candidates in cities or counties for which the city or county has enacted contribution limits. You can search the FPPC's website to see if the city or county has enacted a contribution limit.

This chapter reviews:

- Contribution Limits
- Transfers
- Post-Election Fundraising
- Officeholder Committees
- Legal Defense Committees
- Recall Committees

For information about ballot measure committees controlled by a local candidate or officeholder, see FPPC Campaign Disclosure Manual 3.

A. City and County Candidate Contribution Limits (AB 571)

A candidate seeking election to a city or county office in a city or county that has not already enacted a contribution limit is subject to contribution limits from a single source per election. For purposes of contribution limits, the primary, general, special, and special runoff elections are separate elections. The chart below shows the limits per contributor for the type of office sought. Contribution limits may increase or decrease every two years based on changes in the Consumer Price Index. Regulations that set forth the amounts are adopted by the Commission.

Per Election Limits on Contributions to City and County Candidates

(For Elections Occurring from January 1, 2023 – December 31, 2024)

The chart below shows the campaign contribution limits per contributor, per election, for city and county candidates in cities and counties that have not enacted campaign contribution limits.

2023-2024 Contribution Limits for City and County Candidates in Cities and Counties That Have Not Enacted Limits		
Person (individual, business entity, committee/PAC)	Small Contributor Committee	Political Party
\$5,500	\$5,500	\$5,500

Timing

There are no restrictions on when a candidate may begin to fundraise for a city or county office, and contributions for a general or special election may be raised during or prior to a primary or special primary election for the same office. However, a candidate must file a Form 501 (Candidate Intention Statement) prior to soliciting or receiving contributions or making expenditures from personal funds. (Please see Chapter 2 for more information).

A city or county candidate in a city or county that has not enacted a campaign contribution limit who is defeated in the primary or special primary election, or who withdraws from the general or special general election, must return contributions received for the general or special general election to the contributors. The contributions are returned on a pro rata basis, less the cost of raising or administering the funds and expenses attributable to the general election paid prior to the primary election (e.g., media purchases).

Loans

For city and county candidates in a city or county that has not enacted a campaign contribution limit, loans from third parties are contributions subject to limits. However, if a loan has been repaid, the lender, guarantor, endorser, or cosigner may make additional contributions to the same committee up to the limit. Please see Candidate Personal Funds below for more information on candidate loans to their own committee.

Candidate's Personal Funds

Contribution limits do not apply to a candidate's personal funds contributed to their own campaign. However, a city or county candidate in a city or county that has not already enacted a contribution limit, may not have loans to their campaign with an outstanding balance of more than \$100,000 at any time. A candidate may not charge interest on a loan they make to the campaign. The \$100,000 limit on personal loans applies to loans from the candidate's personal funds as well as loans from a commercial lending institution which the candidate lends to their campaign. "Campaign" includes both the primary and general, or special and special runoff, elections. However, a candidate may loan each committee for a different office or term of office up to \$100,000.

Extensions of Credit

When there is an agreement with the provider of goods or services that a city or county candidate in a city or county that has not already enacted contribution limits or committee will pay for the goods or services at a later date, the value of the goods or services may become a contribution to the candidate and be subject to contribution limits if the payment is not made within 45 days. (See Regulation 18530.7.)

Contributions to Other City or County Candidate Committees

A candidate may not make a contribution over the default state contribution limit to another candidate in jurisdictions subject to the default state contribution limit with limited exceptions related to recall elections, legal defense funds, and candidate-controlled ballot measure committees. The limit is the same contribution limit imposed on legislative candidates. This contribution limit applies to the aggregate total of contributions made from the personal funds or assets of the candidate and contributions made by all committees controlled by that candidate.

Contributions Over the Limit

Committees are not in violation of the Act's contribution limit if an "over the limit" contribution is returned to the contributor or the contribution is attributed to another election either: (1) within 14 days of receipt before deposit so long as the committee did not make use of the contribution prior to returning it, or (2) within 14 days of receipt even after deposit, so long as there was **no actual knowledge** the contribution was over the limit when deposited and the committee did not make use of the contribution prior to returning it. If a contribution is returned after it has been deposited it must be reported. A contribution must be reported even if not deposited if it is not returned to the contributor by the close of the reporting period. An over the limit nonmonetary contribution must be returned to the contributor within 14 days of receiving the contribution either in its original form, or in a monetary equivalent greater than or equal to the amount by which its value exceeds an applicable contribution limit.

A committee that receives a monetary contribution with **actual knowledge** that the contribution is over the applicable contribution limit in the Act may accept the contribution and return or attribute the portion in excess within 72 hours of receipt or before the date of the election, whichever is sooner without being in violation of the contribution limit. However, a committee is prohibited from making use of the excessive contribution prior to returning or attributing it and the amount of a contribution that may be accepted is capped at twice the applicable contribution limit.

A committee may request that the contributor attribute in writing a contribution to a different election. A committee may automatically attribute a portion of a contribution that is in excess of the applicable limit between the primary and general elections. A committee attributes a contribution when the committee designates the portion of the contribution in excess of the applicable limit to another election.

A committee that receives an excessive contribution **with or without actual knowledge** that the contribution was over the limit must inform the contributor:

- that their contribution was in excess of the applicable limit, and
- if the contribution was automatically attributed to the connected primary or general election, that the contribution was attributed and the contributor may request a refund.

Recurring Contributions

A “recurring contribution” is a contribution from a person to a candidate or committee that is automatically charged to the person’s bank account, credit card, or other payment account on a repeated basis, such as weekly or monthly, without approval or any other affirmative consent by the person after their initial contribution to the candidate or committee.

A committee must obtain affirmative consent from a person making a recurring contribution at the time of the initial contribution. Any solicitation for a recurring contribution must be in a form that requires affirmative consent from the person making the contribution. Passive action by the contributor, such as failing to uncheck a pre-checked box authorizing a recurring contribution, does not meet the requirement of affirmative consent. A committee that accepts a recurring contribution is required to provide a receipt for each contribution, provide information necessary to cancel the recurring contribution, and immediately cancel a recurring contribution upon request.

A recurring contribution accepted in response to a solicitation that did not require affirmative consent must be returned to the contributor within 14 days of the earlier of the following:

- receipt of a request from the contributor to return the contribution, or
- the date on which the candidate or committee becomes aware that the solicitation of the recurring contribution was in violation of the Act.

A contribution accepted after a contributor requested to cancel a recurring contribution must be returned to the contributor within 14 days of the request to cancel the recurring contribution.

B. Transfers Between a Candidate's Controlled Committees (AB 571)

A city or county candidate in a jurisdiction that has not already enacted contribution limits that has a qualified committee must establish a separate controlled committee and campaign bank account for each specific office. Candidates may not redesignate a committee for one election for another election.

A city or county candidate in a city or county that has not already enacted a contribution limit may transfer funds from their controlled elections committee to another committee. Except as discussed below, funds transferred from one of a city or county candidate's controlled election committees to another are subject to contribution limits. The transferred funds must be attributed to specific contributors of the committee making the transfer and count toward the amount those contributors may give to the committee receiving the transfer.

The committee making the transfer must choose between two attribution methods. The first is "LIFO" (last in, first out). This means that the amount to be transferred will be attributed to the most recent contributors to the transferring committee. The other method is "FIFO" (first in, first out), which means transferred funds will be attributed to the earliest contributors. Once the transferring committee has chosen LIFO or FIFO, it may not change the method of attribution.

Example:

A city council member is running for county supervisor in 2024. The candidate uses the LIFO accounting method to transfer funds from the city council committee to their county supervisor committee as outlined in the table below. Because the 2022 contribution limit is \$4,900, only \$4,900 of Z Corporations original \$5,000 contribution to the city council committee may be transferred to the county supervisor committee. Riley Thomas has already contributed \$4,000 to the county supervisor committee, so only \$900 of their original \$1,000 contribution to the city council committee may be transferred to the county supervisor committee.

Donor	Date of Original Contribution	Amount of Original Contribution	Funds Attributed to Contributor
Taylor Smith	09/25/2020	\$1,000	\$1,000
Z Corp.	11/02/2020	\$5,000	\$4,900
Riley Thomas	12/10/2020	\$1,000	\$900

The committee making the transfer must report the transfer as an expenditure on Schedule E of the Recipient Committee Campaign Statement (Form 460). The committee receiving the transfer must report the transfer on Schedule A as follows:

- The date of the transfer and the name, address, and identification number of the committee making the transfer;
- The name, address and, if applicable, the occupation and employer or committee identification number of the contributor to whom the transferred funds are being attributed (as disclosed on the campaign statement filed when the contributions were originally received or as contained in the committee's records at the time of the transfer);
- The original date of the transferred contribution; and
- The amount of the transferred contribution, including the cumulative amount received from the contributor in the calendar year and the amount attributed to the contributor per election.

Some electronic filing formats may be different.

Schedule A
Monetary Contributions Received

 Amounts may be rounded
 to whole dollars.

SCHEDULE A

Statement covers period from <u>x/x/20xx</u> through <u>x/x/20xx</u>	CALIFORNIA FORM 460
Page <u>x</u> of <u>xx</u>	

SEE INSTRUCTIONS ON REVERSE

NAME OF FILER

Committee to Elect Gerard for County Supervisor 2024

I.D. NUMBER

DATE RECEIVED	FULL NAME, STREET ADDRESS AND ZIP CODE OF CONTRIBUTOR (IF COMMITTEE, ALSO ENTER I.D. NUMBER)	CONTRIBUTOR CODE *	IF AN INDIVIDUAL, ENTER OCCUPATION AND EMPLOYER (IF SELF-EMPLOYED, ENTER NAME OF BUSINESS)	AMOUNT RECEIVED THIS PERIOD	CUMULATIVE TO DATE CALENDAR YEAR (JAN. 1 - DEC. 31)	PER ELECTION TO DATE (IF REQUIRED)
10/xx/20xx	Gerard for City Council 20xx (Transfer, see below) 49 J Street, Sacramento, CA 95814 (ID 1914287)	<input type="checkbox"/> IND <input type="checkbox"/> COM <input type="checkbox"/> OTH <input type="checkbox"/> PTY <input type="checkbox"/> SCC				
09/25/20xx	Taylor Smith 7239 Hemingway Blvd. Rancho Palos Verdes CA 90274	<input checked="" type="checkbox"/> IND <input type="checkbox"/> COM <input type="checkbox"/> OTH <input type="checkbox"/> PTY <input type="checkbox"/> SCC	Orthodontist, Smith Smiles	\$1,000	\$1,000	P20xx: \$1,000
11/03/20xx	Z Corporation 2500 7th Avenue Los Angeles, CA 90013	<input type="checkbox"/> IND <input type="checkbox"/> COM <input checked="" type="checkbox"/> OTH <input type="checkbox"/> PTY <input type="checkbox"/> SCC		\$4,900	\$4,900	P20xx: \$4,900
12/10/20xx	Riley Thomas 1095 Euclid Street La Habra Heights, CA 90631	<input checked="" type="checkbox"/> IND <input type="checkbox"/> COM <input type="checkbox"/> OTH <input type="checkbox"/> PTY <input type="checkbox"/> SCC	Dispatcher, La Habra Heights Police Department	\$900	\$4,900	P20xx: \$4,900

The committee making the transfer must maintain records that identify the specific contributors to whom any transferred contributions have been attributed. If the transferring committee is no longer required to maintain detailed records, the receiving committee shall maintain either:

- The full name of the contributor;
- The date and amount being transferred for each contributor, and if the contribution is a loan, the interest rate for the loan; and
- The cumulative amount of contributions transferred attributed to that contributor.

OR

- Copies of the transferring committee's original verified and filed campaign reports that show the original contribution received from each contributor to whom a transferred contribution is attributed.

Exceptions:

- **Surplus Funds:** Campaign funds that are “surplus funds” may not be transferred to a future election committee. A defeated candidate’s campaign committee funds become surplus 90 days after the post-election reporting period (either June 30 or December 31) following the election. An officeholder’s campaign committee funds become surplus 90 days after leaving office for which the funds were raised. For specific guidance, refer to Regulation 18951.
- **Carryover:** A city or county candidate in a city or county that has not already enacted a contribution limit may carry over campaign funds from the primary election to the subsequent general election for the same elective office without attribution. Non-surplus campaign funds may be carried over from one city or county election to the next election for the same office without attribution.

To carry over funds from one city or county election to the next election for the same office (e.g., from a 2020 city council election to the 2024 city council election), the funds must be transferred to a new campaign bank account and committee established for the next election, and the transfer must occur after the date of the election for which the funds were raised.

The transferring committee reports the transfer as an expenditure on Schedule E and the committee receiving the funds reports the transfer as an increase to cash on Schedule I.

A candidate that formed a campaign committee for a specific election and chooses not to seek the office and is not listed on the ballot may not “carryover” the funds, but may transfer the funds with attribution to another future election committee.

QUICK TIP: City and county candidates in a city or county that has not already enacted a contribution limit may raise funds after an election only to pay net debts outstanding. Campaign funds may not be carried over to a future election committee if the existing committee has net debt from the prior election.

- **Transferring Assets:** It is not necessary to value and attribute a committee's usual assets (such as supplies, furnishings, and office equipment) that are being transferred from one controlled committee to another of the candidate's controlled committees. A committee must report the purchase or sale of these assets, but need not report the transfer.

Detailed reports must be maintained on transfers.

C. Post-Election Fundraising: Net Debts Outstanding (AB 571)

City and county candidates in cities and counties that have not already enacted a contribution limit may receive contributions after an election only to pay net debts outstanding from the election. The primary and general elections are separate elections for the purposes of calculating net debt. In addition, the contribution limits applicable to the election apply to any new contributions received to pay net debt.

To calculate net debts outstanding, the following are added together:

- The total amount of unpaid debts, loans, and accrued expenditures incurred with respect to the election;
- An amount necessary to cover the cost of raising funds to pay outstanding debts;
- Costs related to complying with post-election requirements, such as filing campaign statements, and other necessary administrative costs associated with winding down the campaign, including office space rental, staff salaries, and office supplies; and
- Legal fees and expenses incurred in connection with monitoring a ballot recount or the counting of absentee or provisional ballots.

That amount is reduced by:

- The total cash on hand available to pay those debts and obligations, including: currency; balances on deposit in banks, savings and loan institutions, and other depository institutions; traveler's checks; certificates of deposit; treasurer bills; and any other committee investments valued at fair market value; and
- The total amounts owed to the candidate controlled committee in the form of credits, refunds of deposits, returns, or receivables, or a commercially reasonable amount based on the collectability of those credits, refunds, returns, or receivables.

As new funds are received, the amount of the net debts outstanding is reduced. The amount of new contributions may not exceed the amount of net debts outstanding on the date the contribution is received. Any contribution that exceeds the amount of net debts outstanding must be returned to the contributor within 14 days.

Ex 1.1 - Tom ran for district attorney in 2022. After the general election, Tom had \$45,000 in cash left and owed only \$20,000 in accrued expenses from the primary election and none from the general election. Tom may not raise additional funds into the 2022 committee.

Ex 1.2 - Jane ran for county supervisor in 2022. After the primary election, Jane had \$30,000 in cash left and owed \$50,000 in unpaid loans and accrued expenses. Jane may raise \$20,000 to pay this debt, plus an amount needed to cover the fundraising expenses and other administrative costs. All contributions received are subject to the contribution limits that were in effect for the 2020 election.

D. Officeholder Committees (AB 571)

Officeholder committees are not permitted for city and county candidates subject to the default state contribution limit. However, a candidate may use a committee for the officeholder's future election for officeholder expenses. A candidate may also use existing funds in the election committee for current office for officeholder expenses.

E. Other Committees (AB 571)

Legal Defense Committees

City and county candidates and officeholders may establish a legal defense fund to defray attorney's fees and other related legal costs incurred for the candidate's or officeholder's legal defense if the candidate or officeholder is subject to a civil or criminal proceeding, or an administrative proceeding arising directly out of the conduct of an election campaign, the electoral process, or the performance of the officeholder's governmental activities and duties.

A separate bank account and committee must be established. The legal defense committee will file campaign statements at the same times and in the same place as the candidate's election committee.

Contributions raised for a legal defense fund are not subject to contribution limits.

QUICK TIP: The Form 410 must specify the legal dispute or disputes for which the legal defense fund was established.

Legal defense funds may only be raised in an amount reasonably calculated to pay attorney's fees and other legal costs related to the defense of the candidate or officeholder, as well as administrative costs directly related to compliance with recordkeeping and reporting requirements. Legal defense funds may not be used for fundraising, media or political consulting fees, mass mailings or other advertising, or for paying fines, penalties, judgements or settlements, or to return contributions. (Please refer to Regulation 18530.45.)

Recall Election Committees

All candidates and committees that raise and spend funds in connection with a recall election have full reporting and disclosure obligations. The FPPC publishes filing schedules for these elections.

Target Officeholder: A city or county officeholder who is the target of a recall may form a separate committee to oppose the qualification of the recall measure and, if the recall petition qualifies, the recall election. The officeholder has the option of using their existing committee or committee formed for a future election instead.

If a separate committee is formed, the following rules apply:

- The committee may be established only after the officeholder receives a notice of intent to recall under Elections Code Section 11021.
- A Statement of Organization (Form 410) must be filed and a separate bank account must be established.
- The committee name must include the word “recall” and the target officer’s name.
- Contributions to the committee are not subject to limits.
- After the recall election, or if the recall petition fails, funds left over become restricted “surplus funds” and must be spent within 30 days (See Chapter 6.)

Replacement Candidate: A candidate running to replace an officeholder who is the target of a recall is subject to the contribution limits. A replacement candidate must file campaign forms (e.g., Form 501, Form 410, Form 497, Form 460) in the same manner as a candidate seeking a regular election.

Committee Primarily Formed to Support or Oppose a Recall: A committee formed to support or oppose a recall is considered to be a ballot measure committee. Refer to FPPC Campaign Disclosure Manual 3 for guidance.

Answering Your Questions

A. If a city or county does not currently have contribution limits set within their ordinance would the state contribution limit be the default?

Yes. The state contribution limit would be the default contribution limit if the city or county ordinance is silent on whether there are contribution limits within that jurisdiction or if there is no city or county ordinance in place.

B. If a city or county has voluntary contribution limits, but no mandatory contribution limits will the state limit be applicable?

Yes. A city or county must enact mandatory contribution limits to avoid the state limit applying to elective city and county offices.

C. Does the default contribution limit also include judicial candidates?

No. Elective city and county offices do not include judicial offices.

D. Can a city or county ordinance be less restrictive than the AB 571 limit (e.g., the city or county limit is set higher than the state limit)?

Yes. A city or county can set contribution limits higher than the default state limit.

E. If a city or county imposes contribution limits, is the Commission responsible for enforcing those limits?

No. The Commission will not regulate the administration or enforcement of the penalties. Cities or counties with existing limits or that adopt their own limits are not subject to the state limit and may impose their own penalties for violations.

F. If a city or county has imposed contribution limits for particular city or county offices (e.g., Board of Supervisors), do those limits also apply to other positions such as the District Attorney or would the default state limit apply if a particular position is not specifically addressed by the city or county?

The default state contribution limit would apply to other positions which the city or county has not set contribution limits. A city or county ordinance must explicitly state the city or county contribution limits and for which elective offices those limits will apply. A city or county may adopt a general provision implementing a contribution limit for all elective city and county offices in that jurisdiction.

G. Does AB 571 apply to special district or school district elections?

No. AB 571 applies only to city and county elections for offices that a city or county has not implemented its own contribution limit.

H. Does AB 571 apply to County Superintendent of Schools or the office of County Board of Education?

AB 571 does apply to the office of County Superintendent of Schools because it is considered a “county” office. However, the office of County Board of Education is not subject to AB 571 because it is not considered a “county” position.

I. Can candidates that are subject to the AB 571 contribution limit open an officeholder committee?

No. Officeholder committees are not permitted for candidates subject to the AB 571 contribution limit. However, a candidate may use a committee for the officeholder's future election for officeholder expenses. A candidate may also use existing funds in the election committee for current office for officeholder expenses.

J. If a contribution was received for an election occurring after January 1, 2021, prior to the January 1, 2021, does this contribution count towards the AB 571 contribution limit after January 1, 2021?

No. The Commission adopted a formal opinion on April 15, 2021 that states contributions made prior to the effective date of AB 571 are not aggregated with contributions made on or after the effective date of AB 571 for purposes of the new contribution limit. Therefore, if someone contributed up to or above the current limit to an AB 571 committee prior to January 1, 2021 the same person can give additional contributions to the same committee up to the AB 571 contribution limit on or after January 1, 2021.

K. If a contributor gave \$10,000 in 2020 (prior to the AB 571 limit going into effect) to a committee for a 2022 primary election, what happens?

The AB 571 contribution limit does not apply to contributions made prior to January 1, 2021 so a contribution of this amount is permissible.

L. Does the AB 571 contribution limit apply to county central committee candidates?

No. AB 571 imposes a contribution limit on city and county elective offices when a local jurisdiction has not already done so. Local jurisdictions are prohibited from placing contribution limits on county central committee candidates; therefore AB 571 is not applicable to these offices.

M. An AB 571 candidate for city council would like to send out a request for contributions to their constituents. Do they need to include anything specific in the request?

Yes. A candidate that is subject to AB 571 must have the following information in the solicitation: the name of the controlled committee soliciting contributions, and the specific office for which those contributions will be used.

N. If an AB 571 candidate is the subject of a recall, is their committee to oppose the recall subject to contribution limits?

No. There are no contribution limits for a committee controlled by a candidate that is the subject of a recall that is formed to oppose the recall.

O. An AB 571 candidate has debts for an election held after January 1, 2021, may the candidate terminate their committee?

No. If a candidate-controlled committee has outstanding debts for an election held after January 1, 2021, they may not terminate without resolving or paying off the debt. When the committee has no net debts outstanding, the committee must be terminated within 24 months after the earliest of the date the candidate is defeated, leaves office, or the term of office for which the committee was formed ends, or, for withdrawn candidates no later than 24 months after the election from which the candidate withdrew. Please see Regulation 18404.1 for more on termination requirements.

P. If a local jurisdiction, which is subject to AB 571 passes a local campaign contribution ordinance, are the candidates still subject to AB 571?

No. They would no longer be subject to AB 571.

Authority

The following Government Code sections and Title 2 regulations provide authority for the information in this chapter:

Government Code Sections

82015	Contribution.
82015.5	Contribution; Aggregation.
82022.5	Election-Related Activities.
82025	Expenditure.
82047	Person.
85204.5	Special Election Cycle and Special Runoff Election Cycle.
85301	Limits on Contributions from Persons.
85303	Limits on Contributions to Committees and Political Parties.
85304.5	Legal Defense Fund; Local Candidates and Elected Officeholders.
85305	Restrictions on Contributions by Candidates.
85306	Transfers Between a Candidate's Own Committees; Use of Funds Raised Prior to Effective Date.
85307	Loans.
85314	Special Elections and Special Runoff Elections as Separate Elections.
85315	Elected City and County Officer Recall Committees.
85316	Post-Election Fundraising Restrictions; City and County Officeholder Accounts.
85317	Carry Over of Contributions.
85318	Contributions Received for Primary and General Elections.
85319.5	Attribution of Contributions.
85701.5	Recurring Contributions.
85702.5	Default Contribution Limits for City and County Jurisdictions.
89519	Use of Surplus Campaign Funds.

Title 2 Regulations

18215	Contribution.
18404.1	Termination and Reopening of Committees.
18421.1	Disclosure of the Making and Receipt of Contributions.
18421.4	Reporting Cumulative Amounts for Elections and Recipient Committees.
18421.8	Reporting an Expenditure by a Candidate
18521	Establishment of Separate Controlled Committee for Each Campaign Account.
18521.5	Ballot Measure Committees Controlled by Candidates for Elective State, City, or County Office
18523.1	Written Solicitation for Contributions.
18530.2	Transfer of Funds Raised Prior to Proposition 34 Limits.
18530.7	Extensions of Credit.
18530.8	Personal Loans.
18531	Return of Excessive Contributions.
18531.2	Refunding General Election Contributions.
18531.5	Recall Elections.
18531.61	Treatment of Debts Outstanding After an Election
18531.63	Treatment of Debts Outstanding After a City or County Election for Offices Subject to AB 571.
18531.64	Treatments of Debts Outstanding After a City or County Election.
18535	Restrictions on Contributions Between State, City and County Candidates.
18536	Transfer and Attribution of Contributions.
18537	Contribution Limits and Application to Repaid Loans.
18537.1	Carry Over of Contributions.
18545	Contribution Limit and Voluntary Expenditure COLA Formula.
18951	Surplus Funds.

Sec. 2-908. Definitions.

The following terms used in this article shall have the meanings set forth below. Except as otherwise provided here, the terms and provisions of this article shall have the meanings and shall be interpreted in accordance with the applicable definitions and provisions of the Political Reform Act of 1974, as amended (Government Code § 81000, et seq.) and the regulations of the California Fair Political Practices Commission, as amended.

- (1) *Candidate* means any person who is a candidate for member of the city council whether or not the person is seeking to become a member of the city council or is an incumbent member of the city council seeking reelection.
- (2) *Committee* means any person or combination of persons who directly or indirectly does any of the following: ~~Committee means any person or combination of persons who directly or indirectly do any of the following in connection with supporting or opposing a candidate or candidates for city council or city treasurer:~~
 - a. Receives contributions totaling one thousand dollars (\$1,000) ~~\$500.00~~ or more in a calendar year.
 - b. Makes independent expenditures totaling one thousand dollars (\$1,000) ~~\$500.00~~ or more in a calendar year.
 - c. Makes contributions totaling \$5,000.00 or more in a calendar year to or at the behest of candidates or committees. The term "committee", as defined herein also includes any "committee" as defined under Government Code Section 82013 which is organized in accordance with Government Code Sections 84100 through 84109.

~~A person or combination of persons that becomes a committee shall retain its status as a committee until such time as that status is terminated pursuant to California Government Code § 84214.~~
- (3) *Contribution* means a monetary payment, the donation of goods and/or services or the granting of a discount for goods and/or services. For purposes of valuation under this article the value of a donation of goods or services shall be its face value, if any, or its fair market value in the absence of any face value. The term "contribution" does not include any contribution excluded from the definition of the term "contribution" under the Political Reform Act under subdivision (c) of Government Code Section 82015 as the same may be amended from time to time.
- (4) *Election* means any general election, special election or recall election ~~wherein candidates seek election or re-election to the San Fernando City Council.~~
- (5) *Person* ~~shall have the same meaning as set forth under Government Code Section 82047 as the same may be amended from time to time.~~ means an individual, proprietorship, firm, partnership, joint venture, syndicate, business trust, committee, company, corporation, limited liability corporation, association, and any other organization or group of persons acting in concert.

(Ord. No. 1560, § 1, 1-3-2005; Ord. No. 1663, § 4, 4-3-2017)

Sec. 2-909. Contribution limitations.

- (a) No person or committee shall make a contribution, or series of multiple contributions to any candidate, including the controlled committee of such candidate, ~~that exceeds one thousand dollars a contribution in excess of (\$1,000)500.00 either cash or in kind,~~ for any single election at which the candidate is attempting to qualify, or has qualified, to have his or her name appear on the election ballot as a candidate for membership on the San Fernando City Council. ~~be, or is, on the ballot.~~ Additionally, no candidate or ~~candidate's~~ controlled committee of such candidate may shall solicit or accept any contribution or series of

~~multiple contributions~~ that will cause the amount contributed by the contributor to the candidate or ~~to the candidate's~~ controlled committee ~~of such candidate to exceed one thousand dollars (\$1,000) to exceed \$500.00 in the aggregate~~ for any single election at which the candidate is attempting to ~~qualify, or has qualified, to have his or her name appear on the election ballot as a candidate for membership on the San Fernando City Council. be, or is, on the ballot.~~

- (b) The city council may, by resolution, adjust the contribution limit established in subsection (a) ~~of this Section at a City Council meeting held anytime on or between May 1st and June 30th of every even-numbered year, in November of every even-numbered year, to reflect the cumulative annual percentage any increases or decreases in the February California consumer price index since the last such adjustment. of the contribution limit.~~ Such adjustments shall be rounded to the nearest ~~ten dollar (\$10.00)~~ amount.
- (c) The limitations of this section shall not apply to contributions of a candidate's personal funds to his or her controlled campaign committee on behalf of his or her own candidacy, and shall apply to contributions from the candidate's spouse.
- (d) Candidates with election accounts must open a new account for the next city election in which they are a candidate, and may contribute up to ~~one thousand dollars (\$1,000) to \$500.00~~ from the old account into the new account.

(Ord. No. 1560, § 1, 1-3-2005)