



**CITY OF SAN DIEGO
REAL ESTATE ASSETS
DEPARTMENT
1200 Third Avenue, Suite 1700
San Diego, CA 92101-4195**

REQUEST FOR PROPOSALS (RFP) COVER SHEET

- Solicitation Type:** Property Management of 1200 Third Avenue, San Diego, CA 92101 (CCP), 201 A Street, San Diego, CA 92101 (King Chavez School) and 101 Ash Street, San Diego, CA 92101
- Solicitation Number:** RFP No. 1200-A
- Solicitation Issue Date:** March 24, 2021
- Proposal Due Date and Time (Closing Date):** May 3, 2021 at 4:00 p.m. Pacific Time
- City Contact:** Karen Johnson, Asset Manager – Ph. (619) 236-6191
Email – kkjohnson@sandiego.gov
- Recommended Site Inspection:** April 13, 2021 from 9:00 a.m. – 12:00 p.m. starting at 1200 Third Avenue, San Diego, CA 92101 and April 14, 2021 from 9:00 a.m. – 12:00 p.m. starting at 1200 Third Avenue, San Diego, CA 92101.
- Inspections will start at 1200 Third Avenue, followed by 201 A Street and 101 Ash Street. Inspection at 101 Ash Street will be of the exterior of the building and parking garage only. All participants will be required to follow COVID-19 protocols of wearing a mask, temperature checks, symptom screening and social distancing during the inspections.
- Contact City Contact by April 9, 2021 at kkjohnson@sandiego.gov or (619) 236-6191, if you are planning to attend.
- Questions and Comments Due:** No later than April 20, 2021 at 4:00 p.m. Pacific Time
- Duration of Offer:** By submitting a proposal, the proposer guarantees that the offer is firm for ninety (90) calendar days commencing the day following the Closing Date. Proposer agrees to accept a resulting contract subject to the terms and conditions stated herein. If an award is not made during that period, proposer's offer shall automatically extend for another ninety (90) calendar days unless the proposer

indicates otherwise in writing thirty (30) calendar days prior to the end of the first ninety (90) calendar day period to the City Contact.

Proposer_____

Street Address_____

City_____

Telephone No._____

E-Mail_____

PROPOSER’S AUTHORIZED REPRESENTATIVE. Proposer is required to sign this document and return five (5) originals of their proposal in sealed envelopes or cartons to the City Contact. Proposer shall also include an electronic copy of their proposal. Proposer agrees to furnish and deliver all goods and/or provide all services set forth or otherwise identified above subject to the terms and conditions specified herein. An original signature below is required. By signing below, the signer declares under penalty of perjury that she/he is authorized to submit and sign this proposal.

Signature of Proposer’s Authorized Representative

Print Name

Title

Signature

Date

Commercial Property Management Services RFP

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Exhibits and Forms:

- A. Contractor Standards Pledge of Compliance Form
- B. Equal Opportunity Contracting Program (EOCP) Goods and Services Contractor Requirements
- C. Sample Property Management Agreement
- D. Scheduled Building Operations List
- E. Form 700- Statement of Economic Interests

I. SCOPE

Scope of Services. The City of San Diego's Real Estate Assets Department ("READ") is seeking a Real Estate Services Company to provide full service property management services to manage the daily operations, maintenance, and incidental repairs of City of San Diego ("City") properties located at: 1) Civic Center Plaza ("CCP"), 1200 Third Avenue, San Diego; and 2) King Chavez School ("KC"), 201 A Street, San Diego; and 3) 101 Ash Street (collectively "the City Properties"). The operation and management of the City Properties shall reflect the City's desire to have a Real Estate Services Company that will provide a high level of service to the City while operating the City Properties in a professional and fiscally responsible manner consistent with industry standards for similar properties in the private sector. The property management office is located at Civic Center Plaza and the management staff will be located at that office. The property manager's building engineers ("Engineering Staff") will be provided engineering offices at CCP and 101 Ash Street.

The Proposer selected for the property management services of the City Properties that is the subject of this Request for Proposals will be required to execute the Property Management Agreement, attached as Exhibit C, and will commence the property management services for the City Properties on the date set forth in the Property Management Agreement.

II. MINIMUM QUALIFICATIONS AND REQUIREMENTS

Proposers must establish that they meet the minimum qualifications by providing the information required below. If a proposal does not demonstrate that the Proposer meets all the Minimum Qualifications, the proposal will be deemed non-responsive and ineligible for further consideration.

The information contained in Tab B (see Section IV) of the Proposal must include the following Minimum Qualifications and requirements, in the order below:

A. Licensed Broker. To perform the work described in this solicitation, Proposer must hold a current State of California Real Estate Broker License and proposed assigned property management staff must hold a current State of California Real Estate Broker License or State of California Real Estate Salesperson License (if applicable). Proposer must provide a copy of all licenses required by this section.

B. Local Office. The Proposer must have a local office located in the City of San Diego with resources to provide the needed services in a timely and professional manner. Proposer must identify the address(s) of the local offices.

C. Property Management of High Rise Office Building Experience. Identify the building name, address, number of floors, and square footage of high rise office buildings located in San Diego at which the proposed Management

Team have provided property management services and provide contact information for each building.

III. ADDITIONAL QUALIFICATIONS

If a Proposal meets the minimum qualifications set forth above, the City will evaluate the remaining Proposals based on the additional qualifications below. The information contained in Tab B (see Section IV) of the Proposal must include the following requested information, in the order below:

- A. Property Management Staffing Qualifications.** The Lead should have a minimum of ten (10) years of experience and a proven track record in providing commercial real estate property management services involving large scale commercial properties. The Lead will be responsible for the coordination and execution of the work and services at the City Properties. Proposer shall provide a plan identifying the positions and numbers of personnel (“Property Management Staff”) Proposer plans to have for each property to effectively and efficiently provide the property management services under this RFP (“Staffing Plan”). The Staffing Plan should provide details of oversight of Property Management Staff. Proposer shall provide resumes for proposed Property Management Staff.
- B. Experience Representing Municipal/Government Entities.** Proposer shall provide a list of municipalities or other government entities for which Proposer has provided property management services, and contact information for each municipality or government entity. Experience representing municipal/government entities is preferred but not required. If Proposer has no experience working with municipal/government entities, please state that in the Proposal.
- C. Asbestos Management Plan.** Has your company ever managed a building that contains asbestos? If so, please identify the building name, address, and a contact for that building. Also provide a detailed explanation of how Proposer has managed buildings that contain asbestos and dealt with asbestos related maintenance and repairs in buildings located in San Diego. Also provide details of Proposer’s policy on managing buildings that contain asbestos. Please also state whether Proposer has engineers on staff, or if selected for this RFP, will have engineers on staff, that have experience and training related to asbestos and personal protective equipment (“PPE”).
- D. Prevailing Wage.** Provide an explanation of how Proposer tracks its subcontractors’ and/or vendor’s compliance with prevailing wage laws and requirements.

- E. References.** Provide three (3) previous client references for property management services in San Diego within the last (5) years. References shall be submitted on the Contractor Standard Pledge of Compliance form, paragraph F, item no. 7, "Performance References", which is attached as Exhibit A.

IV. GENERAL PROPOSAL PROVISIONS

A. Proposal Submission.

- 1. Timely Proposal Submittal.** Proposals must be submitted as described herein in a sealed envelope to the Real Estate Assets Department ("READ") located at 1200 Third Avenue, Suite 1700, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Late Proposals will not be accepted.
- 2. Proposal Due Date.** Proposals must be received by the READ reception desk prior to Closing Date indicated on the Cover Sheet. Faxed proposals will not be accepted. The City may consider a proposal that was mailed before the Closing Date if the City finds that acceptance of the proposal is in the City's best interests and there is no possibility of collusion or fraud in the procurement process.

B. Pre-Proposal Conference.

1. No pre-proposal conference will be held for this RFP.
2. Reserved.
3. Reserved.

C. Site Inspection.

1. Site inspection information is noted on the Cover Sheet.
2. Reserved.
3. Reserved.

D. Questions and Comments. Written questions and comments must be electronically mailed (e-mailed) to the City Contact identified on the Cover Sheet no later than fourteen (14) calendar days prior to the closing date of the RFP. Only written communications relative to the procurement shall be considered. E-mail is the only acceptable method for submission of questions. It is incumbent upon Proposer to verify that the City has received their questions and/or comments. All

E. questions will be answered in writing electronically on Planet Bids by addendum, without identification of the inquirer(s), to all Proposers who are on record as having received this RFP. It is the Proposer's responsibility to check for any

posted questions and answers. No oral communications can be relied upon for this RFP. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this RFP.

- F. Contact with City Staff.** Unless otherwise authorized herein, Proposers who are considering submitting a proposal in response to this RFP, or who submit a proposal in response to this RFP, are prohibited from communicating with City staff or evaluation committee members about this RFP from the date this RFP is issued until a contract is awarded.
- G. Proposal Review.** Proposers are responsible for carefully examining the RFP, including any attachments, exhibits and addenda, and the Sample Property Management Agreement before submitting a proposal. If selected for award of a contract, Proposer shall be bound by same unless the City has accepted Proposer's exceptions, if any, in writing.
- H. Addenda.** The City may issue addenda to this RFP as necessary. All addenda are incorporated into this RFP and the Property Management Agreement. The Proposer is responsible for determining whether addenda were issued prior to a proposal submission. Failure to respond to or properly address addenda may result in rejection of a proposal.
- I. Incurred Expenses.** The City is not responsible for any expenses incurred by Proposer(s) to participate in this solicitation process.
- J. Public Records.** By signing this proposal, the Proposer acknowledges that any information submitted in response to this RFP is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act ("CPRA") applies. If the Proposer submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the Proposer to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, the Proposer must provide a specific and detailed legal basis, including applicable case law that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the Proposer does not provide a specific and detailed legal basis for requesting the City to withhold Proposer's confidential or proprietary information at the time of proposal submittal, City will release the information as required by the CPRA and Proposer will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the Proposer's obligation to defend, at Proposer's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the Proposer's request. Furthermore, the Proposer shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the

City's refusal to release information requested under the CPRA which was withheld at Proposer's request. Nothing in the Property Management Agreement resulting from this proposal creates any obligation on the part of the City to notify the Proposer or obtain the Proposer's approval or consent before releasing information subject to disclosure under the CPRA.

K. Right to Audit. The City Auditor may access Proposer's records as described in San Diego Charter section 39.2 to confirm contract compliance.

L. Modifications, Withdrawals, or Mistakes.

1. Modification or Withdrawal of Proposal Before Proposal

Opening. Prior to the Closing Date, the Proposer or Proposer's authorized representative may modify or withdraw the proposal by providing written notice of the proposal modification or withdrawal to the City Contact. While e-mail is permissible, telephonic withdrawals or modifications are not.

2. Modification or Withdrawal of Proposal After Proposal Opening.

Any Proposer who seeks to modify or withdraw a proposal because of the Proposer's inadvertent computational error affecting the proposal price shall notify the City Contact identified on the Cover Sheet no later than three (3) working days following the Closing Date. The Proposer shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the proposal surety. The burden is upon the Proposer to prove the inadvertent error. If, as a result of a proposal modification, the Proposer is no longer the apparent successful Proposer, the City will award to the newly established apparent successful Proposer. The City's decision is final.

[Remainder of page intentionally blank]

V. Proposal Submission Requirements.

- A.** Proposals must demonstrate that the Proposer has successfully performed comparable work in San Diego for property management services for buildings of similar size to those buildings listed in the RFP with expertise and a proven record of success. Proposer may provide any information Proposer determines necessary to demonstrate that Proposer has sufficient experience and expertise to provide the level of commercial property management services sought by the City.
- B.** All proposals should be securely bound, with a title page and table of contents.
- C.** Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.
- D.** Failure to provide complete responses/submittals to all items may result in the Proposal being deemed non-responsive.
- E.** Numbered tabs and dividers are required for each of the tabs and must include the following items in the following order:

Tab A:

- 1. Table of Contents
- 2. Completed and executed RFP Cover Sheet
- 3. Exceptions requested by Proposer
- 4. Contractor Standards Pledge of Compliance Form
- 5. Equal Opportunity Contracting Program (EOCP) Goods and Services Contractor Requirements, see Exhibit B

Tab B:

- 1. Executive Summary
- 2. Proposer's Responses to Minimum Qualifications and Requirements (see Section II)
- 3. Proposer's Responses to Additional Qualifications (see Section III)
- 4. Copies of Professional Licenses
- 5. Copies of Resumes for Proposed Staffing Plan (see Section III)

Tab C:

- 1. Cost/Price Proposal for each building:

Proposer's pricing shall be submitted as pricing for performance of all specifications in this RFP, which includes the fixed Monthly Management Fee, Reimbursable Expenses as set forth in Exhibit C of the Property Management Agreement, and Vendor Hourly and Overtime Rates or Flat Rate where specified for the services required to manage, operate, maintain, and make incidental repairs in 1200 Third Avenue, 201 A Street and 101 Ash Street as identified in this RFP, which shall include: (i)

maintenance, alterations, and improvements for properties identified in this RFP; (ii) janitorial services, including but not limited to daily janitorial cleaning, janitorial supplies, a day porter, and enhanced COVID cleaning and sanitizing as necessary for the Civic Center Plaza and King Chavez buildings; (iii) HVAC services, including but not limited to, quarterly maintenance for the chiller, annual inspection of the boiler, annual variable frequency drive (VFD) inspection, quarterly preventative maintenance are listed on HVAC for elevator rooms, annual closed loop testing, minor repairs, and supplies; (iv) electrical maintenance and minor electrical repairs; (v) plumbing maintenance and minor repairs that are incidental to maintenance, including but not limited to annual sump pump valve replacement, annual backflow inspection, garage sewer line maintenance, snaking of all drains at King Chavez, and restroom sink drain line maintenance at Civic Center Plaza; (vi) maintenance and minor repairs that are incidental to maintenance of the exterior of properties identified in this RFP, and weekly east side plaza cleanup at Civic Center Plaza; (vii) landscaping services, including but not limited to monthly exterior pest control, repairs and maintenance to irrigation systems and timers, interior landscaping, and as needed landscaping services; (viii) security services; (ix) fire life safety systems, including but not limited to annual alarm device inspections, alarm monitoring, 3rd Floor roll down door inspection, annual fire extinguisher inspections, and annual high rise inspections; and (x) window washing services, including but not limited to annual swing stage inspection, biannual window washing at Civic Center Plaza, pre-wash swing stage inspection, and annual window washing at King Chavez. The City shall evaluate pricing for this RFP based upon Proposer's fixed pricing, as specified in the below tables.

Proposers must submit their proposal for pricing on the following Price Schedule. Using the Price Schedule will help ensure consistency in the price evaluation process.

The Price Schedule shall be completed in full and shall be incorporated herein. Any deviations from the Price Schedule may be considered non-responsive and unacceptable.

[Remainder of page intentionally blank]

VI. PRICE SCHEDULE.

Management Fee: Provide a fixed monthly Management Fee for the Properties listed below:

| Address | Fixed Monthly Management Fee |
|--------------------|------------------------------|
| Civic Center Plaza | |
| King Chavez School | |
| 101 Ash Street | |

Reimbursable Expenses: Provide the monthly Reimbursable Expenses for Property Management Staff, Building Engineers, Engineering Uniforms (provide as separate attachment if needed):

| | CCP | King Chavez School | 101 Ash Street |
|------------------------------|-----|--------------------|----------------|
| Building Engineer Salaries | | | |
| Property Management Salaries | | | |
| Maintenance Uniforms | | | |

[Remainder of page intentionally blank]

Vendor Services: Provide Vendor Name, Hourly Rate, and Overtime Rate (provide as separate attachment if needed). Hourly and Overtime Rates should comply with the prevailing wage rates under State Prevailing Wage requirements (Labor Code section 1720, et seq.). If prevailing wage rates increase during the Term of the Property Management Agreement, the higher rate shall apply. To the extent there is no prevailing wage job classification for the services listed below, Proposer shall use the Living Wage rates required under San Diego Municipal Code section 22.4201, et seq., or the closest applicable prevailing wage rate for the listed service, and shall indicate which rate Proposer used.

Scheduled Building Operations

| Type of Service | Company Name | Estimated Flat Rate/As Needed |
|--|--------------|-------------------------------|
| Janitorial services, including but not limited to daily janitorial cleaning, janitorial supplies, a daily day porter, and daily enhanced COVID cleaning and sanitizing as necessary for the Civic Center Plaza and King Chavez buildings, window washing, swing stage inspection, weekly trash removal | | |
| HVAC services, including but not limited to, quarterly maintenance for the chiller, annual inspection of the boiler, annual variable frequency drive (VFD) inspection, quarterly preventative maintenance on HVAC for elevator rooms, annual closed loop testing, minor repairs, and supplies, 7 th floor IDF HVAC unit | | |
| Plumbing maintenance and minor repairs that are incidental to maintenance, including but not limited to annual sump pump valve replacement, annual backflow inspection, snake all drains, check valves sewage | | |
| Maintenance and minor repairs that are incidental to maintenance of the exterior of properties identified in this RFP | | |
| Landscaping services, including but not limited to monthly exterior pest control, repairs and maintenance to irrigation systems and timers, interior | | |

| | | |
|--|--|--|
| plant care and as needed landscaping services, weekly east side plaza cleanup at Civic Center Plaza | | |
| Security Services | | |
| Fire life safety systems, including but not limited to Generators, Co2 Sensors and fan maintenance garage, Infrared scan, annual alarm device inspections, Fire Pump test, 24/7 alarm monitoring, annual 3 rd floor roll down door inspection, annual fire extinguisher inspections, and annual high rise inspections | | |

Repairs as a Result of Inspections and Unexpected Situations

| Type of Service | Company Name | Hourly Rate | Overtime Rate |
|--|---------------------|--------------------|----------------------|
| Plumbing | | | |
| HVAC | | | |
| Fire Life Safety | | | |
| Electrical | | | |
| Minor Repairs (ex. Doors, carpet, drywall, curtains) | | | |

[Remainder of page intentionally blank]

VII. Selection and Evaluation Process

A City-designated evaluation committee (“Evaluation Committee”) will evaluate and score all responsive proposals. The Evaluation Committee may require Proposer to provide additional written or oral information to clarify responses. The City will require Proposers to interview and/or make an oral presentation if one or more proposals score within fifteen (15) points or less of the proposal with the highest score.

Only the Proposer with the highest scoring proposal and those Proposers scoring within fifteen (15) points or less of the highest scoring proposal will be asked to interview and/or make an oral presentation, if needed. Interviews and/or oral presentations will be made to the Evaluation Committee to clarify the proposals and to answer any questions.

The interviews and/or oral presentations will be scored as part of the selection process. The City will complete all reference checks prior to any oral interview. Additionally, the Evaluation Committee may require Proposer's recommended staff for the properties to interview. Interviews may be by virtual conference, telephone, and/or in person. Multiple interviews may be required.

Proposers are required to complete their oral presentation and/or interviews within seven (7) workdays after the City's request.

Proposers should be prepared to discuss and substantiate any of the areas of the proposal submitted, as well as Proposer's qualifications to furnish the subject goods and services. Proposer is responsible for any costs incurred for the oral presentation and interview of the key personnel.

A. Evaluation. The City shall evaluate each responsive proposal to determine which proposal offers the City the best value consistent with the evaluation criteria set forth herein. The Proposer offering the lowest overall price will not necessarily be awarded a contract. The following elements represent the evaluation criteria that will be considered during the evaluation process:

| Evaluation Criteria | Maximum Evaluation Points |
|---|---------------------------|
| <ol style="list-style-type: none"> 1. Responsiveness to the RFP. <ol style="list-style-type: none"> a. Proposer addressed all of City's questions. b. Proposer provided all required forms and information in the order and format requested. c. Proposer demonstrated an understanding of the City's needs and ability to deliver. | 15 |
| <ol style="list-style-type: none"> 2. Experience and Qualifications. <ol style="list-style-type: none"> a. Staff's years of experience. b. Proposed Staffing Plan c. Experience representing municipal/government entities. | 25 |
| <ol style="list-style-type: none"> 3. Minimum Qualifications and Requirements <ol style="list-style-type: none"> a. Describe Proposer's experience with High Rise Buildings. b. Describe Property Management Staffing Plan c. Describe Asbestos Management Plan/Experience d. Describe Prevailing Wage Compliance Standards e. Identify Proposer's experience with municipalities. | 25 |
| <ol style="list-style-type: none"> 4. Management Fee/Vendor Costs <ol style="list-style-type: none"> a. Fixed Management Fee amount b. Reimbursable Expenses c. Vendor Services with Hourly and Overtime Rates | 10 |
| <ol style="list-style-type: none"> 5. Past Performance as indicated by references. | 15 |
| <ol style="list-style-type: none"> 6. Oral Presentation/Interview (if required) | 10 |
| <ol style="list-style-type: none"> 7. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms. | 12 |
| <p>Possible Maximum Evaluation Points:</p> | 112 |

B. Discussions/Negotiations. The City has the right to accept the proposal that serves the best interest of the City, as submitted, without discussion or negotiation, and should, therefore, not rely on having a chance to discuss, negotiate, and adjust their proposals. The City may negotiate the terms of a contract with the winning Proposer based on the RFP and the Proposer's proposal or award the contract without further negotiation. The City also reserves the right to reject all proposals and re-issue the RFP.

C. Announcement of Award. Upon completion of the evaluation process, the Evaluation Committee will recommend to the Purchasing Agent that award be made to the Proposer with the highest scoring proposal.

- 1. Award of Contract.** The City will inform all Proposers in writing of its intent to award a Contract.
- 2. Obtaining Proposal Results.** No solicitation results can be obtained until the City announces the proposal or proposals best meeting the City's requirements. Proposal results may be obtained by: (1) e-mailing a request to the City Contact identified on the Cover Sheet or (2) visiting the Public Works Contracting e-procurement system to review the proposal results. To ensure an accurate response, requests should reference the Solicitation Number. Proposal results will not be released over the phone. Until a Property Management Agreement has been finalized and docketed for hearing by City Council, City will only identify the Selected Proposer.

D. Protests. The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful Proposers with the opportunity to challenge the City's determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

E. Submittals Required Upon Notice of Award. The successful Proposer is required to submit the following documents to Real Estate Assets Department within ten (10) business days from the date on the Notice of Intent to Award letter:

- 1. Insurance Documents.** Evidence of all required insurance, including all required endorsements, as specified in Property Management Agreement, Section 4.12 "Manager's Insurance."
- 2. Taxpayer Identification Number.** Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each contractor to provide a Form W-9 prior to the award of a contract.
- 3. Business Tax Certificate.** Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with

IRS regulations, the City requires each contractor to provide a Form W-9 prior to the award of a contract.

4. **Form 700.** In order to prevent potential or perceived conflicts of interest, the successful proposer shall submit a current Statement of Economic Interest Form 700 applicable to this scope of work prior to execution of the Contract. See Exhibit E.

The City may find the Proposer to be non-responsive and award the Contract to the next highest scoring responsible, responsive Proposer if the apparent successful Proposer fails to timely provide the required information or documents.

[Remainder of page intentionally blank]

VIII. CONTRACT AND CONTRACT ADMINISTRATION

A. Department Representative. The Department Representative responsible for the contract management resulting from this RFP will be identified in the notice of award and will be responsible for overseeing and monitoring the contracts that result therefrom.

B. Property Management Agreement. Successful Proposer(s) shall be required to enter into a Property Management Agreement. A form of the Property Management Agreement is attached as Exhibit C. Any proposed changes to the terms of the Property Management Agreement must be stated exactly and specify alternate proposed language in the proposal. The City reserves the right to reject any or all proposed modifications submitted in the proposal. Proposers should not assume that the City will accept any proposed modifications and the Proposer should not develop their proposals with the assumption that the modifications will be accepted. The City also reserves the right to modify the terms of the Property Management Agreement to the extent deemed necessary by the City.

The City reserves the right to award the Property Management Agreement to the next highest ranked Proposer if City is not able to reach an agreement with the Successful Proposer regarding the terms of the Property Management Agreement.

C. Contract Documents. The following documents will comprise the contract between the City and Proposer: The Property Management Agreement and all exhibits thereto (“Contract Documents”).

D. Required Reports. Proposers shall ensure that all reports required of them by any law or regulation of the State of California or its agencies, including but not limited to the Secretary of State and the Fair Political Practices Commission, shall be accurately, completely and timely filed. If any such report is not filed within ninety (90) days of the date on which the report is due, such failure shall be deemed a material breach of the Agreement that may, at the City’s option, result in immediate termination of the Agreement.

E. Contract Interpretation. The Contract Documents completely describe the services to be provided. Proposer will provide any services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

EXHIBIT A
City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

“Principal” means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of *Attachment A*.

A. BID/PROPOSAL/SOLICITATION TITLE:

B. BIDDER/PROPOSER INFORMATION:

| | | | |
|-----------------------|-------|-------|-----|
| Legal Name | | DBA | |
| Street Address | City | State | Zip |
| Contact Person, Title | Phone | Fax | |

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

EXHIBIT A

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

| | |
|-----------------------------|--|
| Name | Title/Position |
| City and State of Residence | Employer (if different than Bidder/Proposer) |

Interest in the transaction

| | |
|-----------------------------|--|
| Name | Title/Position |
| City and State of Residence | Employer (if different than Bidder/Proposer) |

Interest in the transaction

| | |
|-----------------------------|--|
| Name | Title/Position |
| City and State of Residence | Employer (if different than Bidder/Proposer) |

Interest in the transaction

| | |
|-----------------------------|--|
| Name | Title/Position |
| City and State of Residence | Employer (if different than Bidder/Proposer) |

Interest in the transaction

| | |
|-----------------------------|--|
| Name | Title/Position |
| City and State of Residence | Employer (if different than Bidder/Proposer) |

Interest in the transaction

| | |
|-----------------------------|--|
| Name | Title/Position |
| City and State of Residence | Employer (if different than Bidder/Proposer) |

Interest in the transaction

EXHIBIT A

| | |
|-----------------------------|--|
| Name | Title/Position |
| City and State of Residence | Employer (if different than Bidder/Proposer) |
| Interest in the transaction | |
| Name | Title/Position |
| City and State of Residence | Employer (if different than Bidder/Proposer) |
| Interest in the transaction | |
| Name | Title/Position |
| City and State of Residence | Employer (if different than Bidder/Proposer) |
| Interest in the transaction | |

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?

Yes No

If **Yes**, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?

Yes No

If **Yes**, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?

Yes No

If **Yes**, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

Corporation Date incorporated: _____ State of incorporation: _____

List corporation's current officers: President: _____
Vice Pres: _____
Secretary: _____
Treasurer: _____

Type of corporation: C Subchapter S

Is the corporation authorized to do business in California: Yes No

If **Yes**, after what date: _____

EXHIBIT A

Is your firm a publicly traded corporation? Yes No

If Yes, how and where is the stock traded? _____

If Yes, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? Yes No

If Yes, please use Attachment A to disclose.

| Please list the following: | Authorized | Issued | Outstanding |
|-------------------------------------|------------|--------|-------------|
| a. Number of voting shares: | _____ | _____ | _____ |
| b. Number of nonvoting shares: | _____ | _____ | _____ |
| c. Number of shareholders: | | | _____ |
| d. Value per share of common stock: | | Par | \$ _____ |
| | | Book | \$ _____ |
| | | Market | \$ _____ |

Limited Liability Company Date formed: _____ State of formation: _____

List the name, title and address of members who own ten percent (10%) or more of the company:

Partnership Date formed: _____ State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: _____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

Joint Venture Date formed: _____

List each firm in the joint venture and its percentage of ownership:

EXHIBIT A

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?

Yes No

If **Yes**, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?

Yes No

If **Yes**, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?

Yes No

If **Yes**, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: _____

Point of Contact: _____

Address: _____

Phone Number: _____

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

EXHIBIT A

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

Business Tax Certificate No.: _____ Year Issued: _____

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

Yes No

If **Yes**, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

Yes No

If **Yes**, use *Attachment A* to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

Yes No

If **Yes**, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: _____

EXHIBIT A

Contact Name and Phone Number: _____

Contact Email: _____

Address: _____

Contract Date: _____

Contract Amount: _____

Requirements of Contract: _____

Company Name: _____

Contact Name and Phone Number: _____

Contact Email: _____

Address: _____

Contract Date: _____

Contract Amount: _____

Requirements of Contract: _____

Company Name: _____

Contact Name and Phone Number: _____

Contact Email: _____

Address: _____

Contract Date: _____

Contract Amount: _____

Requirements of Contract: _____

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?
Yes **No**

If **Yes**, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?
Yes **No**

EXHIBIT A

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

Yes No

If **Yes**, please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?

Yes No

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?

Yes No

Certification # _____

3. Are you certified as any of the following:

- a. Disabled Veteran Business Enterprise Certification # _____
- b. Woman or Minority Owned Business Enterprise Certification # _____
- c. Disadvantaged Business Enterprise Certification # _____

J. WAGE COMPLIANCE:

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local **prevailing, minimum, or living wage laws**? Yes No If **Yes**, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

EXHIBIT A

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: \$_____ (per year) \$_____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: \$_____ (per year) \$_____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

EXHIBIT A

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

M. TYPE OF SUBMISSION: This document is submitted as:

Initial submission of *Contractor Standards Pledge of Compliance*

Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement

Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement

Update of prior *Contractor Standards Pledge of Compliance* dated _____.

EXHIBIT A

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

(a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.

(b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).

(c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

(d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).

(e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

Name and Title

Signature

Date

EXHIBIT A
City of San Diego
CONTRACTOR STANDARDS
Attachment "A"

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.



I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Print Name, Title

Signature

Date

EXHIBIT B

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

GOODS AND SERVICES CONTRACTOR REQUIREMENTS

I. City's Equal Opportunity Contracting Commitment.

The City of San Diego (City) promotes equal employment and subcontracting opportunities. The City is committed to ensuring that taxpayer dollars spent on public contracts are not paid to businesses that practice discrimination in employment or subcontracting. The City encourages all companies seeking to do business with the City to share this commitment. Contractors are encouraged to take positive steps to diversify and expand their subcontractor and supplier solicitation base and to offer opportunities to all eligible business firms.

Contractors must submit the required EOCP documentation indicated below with their proposals. Contractors who fail to provide the required EOCP documentation are considered non-responsive.

II. Definitions.

Commercially Useful Function: a Small Local Business Enterprise or Emerging Local Business Enterprise (SLBE/ELBE) performs a commercially useful function when it is responsible for execution of the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SLBE/ELBE shall also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether an SLBE/ELBE is performing a commercially useful function, an evaluation will be performed of the amount of work subcontracted, normal industry practices, whether the amount the SLBE/ELBE firm is to be paid under the contract is commensurate with the work it is actually performing and the SLBE/ELBE credit claimed for its performance of the work, and other relevant factors. Specifically, an SLBE/ELBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE/ELBE participation, when in similar transactions in which SLBE/ELBE firms do not participate, there is no such role performed.

Disadvantaged Business Enterprise (DBE): a certified business that is (1) at least fifty-one (51%) owned by socially and economically Disadvantaged Individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more socially and economically Disadvantaged Individuals; and (2) whose daily business operations are managed and directed by one or more socially and economically disadvantaged owners. Disadvantaged Individuals include Black Americans, Hispanic Americans, Asian Americans, and other minorities, or individual found to be disadvantaged by the Small Business Administration pursuant to Section 8 of the Small Business Reauthorization Act.

Disabled Veteran Business Enterprise (DVBE): a certified business that is (1) at least fifty-one percent (51%) owned by one or more Disabled Veterans; and (2) business operations must be managed and controlled by one or more Disabled Veterans. A Disabled Veteran is a veteran of the U.S. military, naval, or air service who resides in California and has a service-connected disability of at least 10% or more. The firm shall be certified by the State of California's Department of General Services, Office of Small and Minority Business.

Emerging Business Enterprise (EBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and which meets all other criteria set forth in the regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for EBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace.

Emerging Local Business Enterprise (ELBE): a Local Business Enterprise that is also an Emerging Business Enterprise.

Local Business Enterprise (LBE): a business that has both a principal place of business and a significant employment presence in the County of San Diego, and that has been in operation for twelve (12) consecutive months.

Minority Business Enterprise (MBE): a certified business that is (1) at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more minority owners. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.

Other Business Enterprise (OBE): any business which does not otherwise qualify as Minority, Woman, Disadvantaged, or Disabled Veteran Business Enterprise.

Principal Place of Business: a location wherein a business maintains a physical office and through which it obtains no less than fifty percent (50%) of gross annual receipts.

Significant Employee Presence: no less than twenty-five percent (25%) of a business's total number of employees.

Small Business Enterprise (SBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and that meets all other criteria set forth in regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for SBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace. A business certified as a DVBE by the State of California, and that has provided proof of such certification to the City manager, shall be deemed to be an SBE.

Small Local Business Enterprise (SLBE): a Local Business Enterprise that is also a Small Business Enterprise.

Women Business Enterprise (WBE): a certified business that is (1) at least fifty-one percent (51 %) owned by a woman or women, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more women; and (2) whose daily business operations are managed and directed by one or more women owners.

III. Disclosure of Discrimination Complaints.

As part of its proposal, Contractor shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken. (Attachment AA).

IV. Work Force Report and Equal Opportunity Outreach Plan.

- A. Work Force Report. Contractors shall submit with their proposal a Work Force Report (WFR) for approval by the City. (Attachment BB). If the City determines that there are under representations when compared to County Labor Force Availability data, then the Contractor will also be required to submit an Equal Employment Opportunity Plan (EEOP) to the City for approval. Questions regarding the WFR should be directed to the Equal Opportunity Contracting Department.
- B. Duty to Comply with Equal Opportunity Outreach Plan. A Contractor for whom an EEOP has been approved by the City shall use best efforts to comply with that EEOP.

V. Small and Local Business Program Requirements.

The City has adopted a Small and Local Business Enterprise program for goods, services, and consultant contracts. The SLBE requirements are set forth in Council Policy 100-10. For contracts in which the Purchasing Agent is required to advertise for sealed proposals in the City's official newspaper or consultant contracts valued over \$50,000, the City shall:

- A. Apply a maximum of an additional 12% of the total possible evaluation points to the Contractor's final score for SLBE or ELBE participation. Additional points will be awarded as follows:
 - a. If the Contractor achieves 20% participation, apply 5% of the total possible evaluation points to the Contractor's score; or
 - b. If the Contractor achieves 25% participation, apply 10% of the total possible evaluation points to the Contractor's score; or
 - c. If the prime contractor is a SLBE or an ELBE, apply 12% of the total possible evaluation points to the Contractor's score.

VI. Maintaining Participation Levels.

- A. Additional points are based on the Contractor's level of participation proposed prior to the award of the goods, services, or consultant contract. Contractors are required to achieve and maintain the SLBE or ELBE participation levels throughout the duration of the goods, services, or consultant contract.
- B. If the City modifies the original specifications, the Contractor shall make reasonable efforts to maintain the SLBE or ELBE participation for which the additional points were awarded. The City must approve in writing a reduction in SLBE or ELBE participation levels.
- C. Contractor shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE or ELBE subcontractor.
- D. Contractor's failure to maintain SLBE or ELBE participation levels as specified in the goods, services, or consultant contract shall constitute a default and grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.
- E. The remedies available to the City under Council Policy 100-10 are cumulative to all other rights and remedies available to the City.

VII. Certifications.

The City accepts certifications of MBE, WBE, DBE, or DVBE from the following certifying agencies:

- A. Current certification by the State of California Department of Transportation (CALTRANS) as DBE.
- B. Current MBE or WBE certification from the California Public Utilities Commission.
- C. DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business.
- D. Current certification by the City of Los Angeles as DBE, WBE, or MBE.

Subcontractors' valid proof of certification status e.g., copy of MBE, WBE, DBE, or DVBE certification must be submitted with the proposal or contract documents. MBE, WBE, DBE, or DVBE certifications are listed for informational purposes only.

VIII. List of Attachments.

- AA. Contractors Certification of Pending Actions
- BB. Work Force Report.

AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of this Contract, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.

- The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

| DATE OF CLAIM | LOCATION | DESCRIPTION OF CLAIM | LITIGATION (Y/N) | STATUS | RESOLUTION/ REMEDIAL ACTION TAKEN |
|---------------|----------|----------------------|------------------|--------|-----------------------------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Contractor Name: _____

Certified By _____ Title _____

Name

Date _____

Signature

EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue, Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 236-5904

BB. WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

**NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION**

Type of Contractor: Construction Vendor/Supplier Financial Institution Lessee/Lessor
 Consultant Grant Recipient Insurance Company Other

Name of Company: _____

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): _____

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: _____ Fax Number: _____

Name of Company CEO: _____

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: _____

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: _____ Fax Number: _____ Email: _____

Type of Business: _____ Type of License: _____

The Company has appointed: _____

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: _____

Telephone Number: _____ Fax Number: _____ Email: _____

- One San Diego County (or Most Local County) Work Force - Mandatory
 Branch Work Force *
 Managing Office Work Force

Check the box above that applies to this WFR.

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

I, the undersigned representative of _____
(Firm Name)

_____, _____ hereby certify that information provided
(County) (State)

herein is true and correct. This document was executed on this _____ day of _____, 20. _____

(Authorized Signature) (Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: _____ DATE: _____

OFFICE(S) or BRANCH(ES): _____ COUNTY: _____

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

| ADMINISTRATION OCCUPATIONAL CATEGORY | (1) Black or African American | | (2) Hispanic or Latino | | (3) Asian | | (4) American Indian/ Nat. Alaskan | | (5) Pacific Islander | | (6) White | | (7) Other Race/ Ethnicity | |
|---|--|-----|------------------------------|-----|--------------|-----|--|-----|----------------------------|-----|--------------|-----|---------------------------------|-----|
| | (M) | (F) | (M) | (F) | (M) | (F) | (M) | (F) | (M) | (F) | (M) | (F) | (M) | (F) |
| Management & Financial | | | | | | | | | | | | | | |
| Professional | | | | | | | | | | | | | | |
| A&E, Science, Computer | | | | | | | | | | | | | | |
| Technical | | | | | | | | | | | | | | |
| Sales | | | | | | | | | | | | | | |
| Administrative Support | | | | | | | | | | | | | | |
| Services | | | | | | | | | | | | | | |
| Crafts | | | | | | | | | | | | | | |
| Operative Workers | | | | | | | | | | | | | | |
| Transportation | | | | | | | | | | | | | | |
| Laborers* | | | | | | | | | | | | | | |

*Construction laborers and other field employees are not to be included on this page

| | | | | | | | | | | | | | | |
|--------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Totals Each Column | | | | | | | | | | | | | | |
|--------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|

Grand Total All Employees

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

| | | | | | | | | | | | | | | |
|----------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Disabled | | | | | | | | | | | | | | |
|----------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|

Non-Profit Organizations Only:

| | | | | | | | | | | | | | | |
|--------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Board of Directors | | | | | | | | | | | | | | |
| Volunteers | | | | | | | | | | | | | | |
| Artists | | | | | | | | | | | | | | |

WORK FORCE REPORT – Page 3

NAME OF FIRM: _____ DATE: _____

OFFICE(S) or BRANCH(ES): _____ COUNTY: _____

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

| TRADE OCCUPATIONAL CATEGORY | (1) Black or African American | | (2) Hispanic or Latino | | (3) Asian | | (4) American Indian/ Nat. Alaskan | | (5) Pacific Islander | | (6) White | | (7) Other Race/ Ethnicity | |
|---|--|-----|------------------------------|-----|--------------|-----|---|-----|----------------------------|-----|--------------|-----|---------------------------------|-----|
| | (M) | (F) | (M) | (F) | (M) | (F) | (M) | (F) | (M) | (F) | (M) | (F) | (M) | (F) |
| Brick, Block or Stone Masons | | | | | | | | | | | | | | |
| Carpenters | | | | | | | | | | | | | | |
| Carpet, Floor & Tile Installers Finishers | | | | | | | | | | | | | | |
| Cement Masons, Concrete Finishers | | | | | | | | | | | | | | |
| Construction Laborers | | | | | | | | | | | | | | |
| Drywall Installers, Ceiling Tile Inst | | | | | | | | | | | | | | |
| Electricians | | | | | | | | | | | | | | |
| Elevator Installers | | | | | | | | | | | | | | |
| First-Line Supervisors/Managers | | | | | | | | | | | | | | |
| Glaziers | | | | | | | | | | | | | | |
| Helpers; Construction Trade | | | | | | | | | | | | | | |
| Millwrights | | | | | | | | | | | | | | |
| Misc. Const. Equipment Operators | | | | | | | | | | | | | | |
| Painters, Const. & Maintenance | | | | | | | | | | | | | | |
| Pipelayers, Plumbers, Pipe & Steam Fitters | | | | | | | | | | | | | | |
| Plasterers & Stucco Masons | | | | | | | | | | | | | | |
| Roofers | | | | | | | | | | | | | | |
| Security Guards & Surveillance Officers | | | | | | | | | | | | | | |
| Sheet Metal Workers | | | | | | | | | | | | | | |
| Structural Metal Fabricators & Fitters | | | | | | | | | | | | | | |
| Welding, Soldering & Brazing Workers | | | | | | | | | | | | | | |
| Workers, Extractive Crafts, Miners | | | | | | | | | | | | | | |

| | | | | | | | | | | | | | | | |
|--------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Totals Each Column | | | | | | | | | | | | | | | |
|--------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|

Grand Total All Employees

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

| | | | | | | | | | | | | | | |
|----------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Disabled | | | | | | | | | | | | | | |
|----------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|

Work Force Report

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (American Indian or Alaska Native, Asian, Black or African-American, Native Hawaiian or Pacific Islander, White, and Other) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report¹. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county². If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report^{1, 3}. In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one ¹, two ² & three ³. These numbers coincide with the types of work force report required in the example. See below:

- ¹ One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- ² Branch Work Force *
- ³ Managing Office Work Force

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

RACE/ETHNICITY CATEGORIES

American Indian or Alaska Native – A person having origins in any of the peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment.

Asian – A person having origins in any of the peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

Black or African American – A person having origins in any of the Black racial groups of Africa.

Native Hawaiian or Pacific Islander – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

White – A person having origins in any of the peoples of Europe, the Middle East, or North Africa.

Hispanic or Latino – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin.

Exhibit A: Work Force Report Job Categories – Administration

Refer to this table when completing your firm's Work Force Report form(s).

Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

Professional

Art and Design Workers
Counselors, Social Workers, and Other Community and Social Service Specialists
Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

Technical

Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

Sales

Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and Manufacturing
Supervisors, Sales Workers

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers

Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

Services

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

Crafts

Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics,

Installers, and Repairers
Woodworkers

Operative Workers

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

Transportation

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material
Moving Workers
Water Transportation Workers

Laborers

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning
and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry
Workers

Exhibit B: Work Force Report Job Categories - Trade

Brick, Block or Stone Masons
Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers
Carpet Installers
Floor Layers, except Carpet, Wood and Hard
Tiles
Floor Sanders and Finishers
Tile and Marble Setters

Cement Masons, Concrete Finishers
Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst
Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers
First-line Supervisors/Managers of
Construction Trades and Extraction Workers

Glaziers

Helpers, Construction Trade
Brickmasons, Blockmasons, and Tile and
Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and
Steamfitters
Roofers
All other Construction Trades

Millwrights

Heating, Air Conditioning and Refrigeration
Mechanics and Installers
Mechanical Door Repairers
Control and Valve Installers and Repairers
Other Installation, Maintenance and Repair
Occupations

Misc. Const. Equipment Operators

Paving, Surfacing and Tamping Equipment
Operators
Pile-Driver Operators
Operating Engineers and Other Construction
Equipment Operators

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons**Roofers****Security Guards & Surveillance Officers****Sheet Metal Workers****Structural Iron and Steel Workers****Welding, Soldering and Brazing Workers**

Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine
Setter, Operators and Tenders

Workers, Extractive Crafts, Miners

EXHIBIT C

Sample Property Management Agreement

THIS PROPERTY MANAGEMENT AGREEMENT (the “**Agreement**”) is made as of _____, 2021, between the City of San Diego (“**Master Tenant**” or “**CITY**”), and _____ (“**Manager**”).

Master Tenant is the master tenant of the Property (defined in Section 1 below), and Manager is experienced and skilled in property management. Manager wishes to provide property management and related services to Master Tenant for the Property. Master Tenant desires to contract with Manager to provide services in the management, and operation of the Property and Manager desires to provide such services.

Therefore, Master Tenant and Manager agree as follows:

1. Definitions

The following terms shall have the following meanings when used in this Agreement.

- a) “**Budget**” generically means any of the Property Budget, Operating Budget, and Capital Budget. “**Property Budget**” means a composite of the Operating Budget and the Capital Budget for the fiscal year. “**Operating Budget**” means an estimate of receipts and expenditures (prepared on an accrual basis) for the operation of the Property during a fiscal year (July 1 – June 30), including a schedule of expected rents and expenses, a schedule of expected special repairs and maintenance projects, a reserve for contingencies if stipulated by Master Tenant, and a schedule which lists the positions and functions for all Property Management Staff, as defined in Section 4.5 (see also Exhibit B). “**Capital Budget**” means an estimate of Capital Expenditures, defined below, (prepared on a cash basis) for the fiscal year.
- b) “**Capital Expenditures**” means amounts paid for replacements or improvements to the Property and includes amounts Master Tenant requires to be set aside as reserves. Classification of a Capital Expenditure shall be consistent with the Internal Revenue Service code and regulations and generally accepted accounting principles (“**GAAP**”). If there is any conflict between these standards, Manager shall obtain a determination from Master Tenant.
- c) “**Commencement Date**” is defined in Section 3.1.
- d) “**Debt Service**” means the regularly scheduled installment payments on financing encumbering the Property.
- e) “**Gross Rental Receipts**” means the actual receipt by the Master Tenant or Manager of (i) fixed rents; (ii) reimbursements for operating expenses and Common Area Maintenance (“**CAMs**”); (iii) percentage rents; (iv) late fees; (v) parking fees (net of any amounts paid parking facility managers); and (vi) proceeds of business interruption insurance. Gross Rental Receipts shall exclude: (i) any interest or other income from investment of cash; (ii) security deposits; (iii) advance collection of rentals (i.e. prepaid rent); (iv) payments for subtenant improvements; (v) payments in the nature of compensation for loss, damage, or liability sustained, including

EXHIBIT C

without limitation reimbursement for attorneys' fees and expenses; (vi) proceeds from the disposition or refinance of all or part of the Property (including proceeds from condemnation); (vii) receipts from vending machines and other concessions; (viii) purchase discounts; (ix) any sums which, under normal accounting practice, are attributable to capital; and (x) other receipts not specifically included in the definition of Gross Rental Receipts herein. Notwithstanding the foregoing, when a portion of a security deposit is applied to rent, such applied portion shall be included within Gross Rental Receipts at that time.

- f) **"Lender"** means an entity with an outstanding loan to Master Tenant, secured or unsecured.
- g) **"Manager Compensation"** means amounts payable to Manager under Exhibit B.
- h) **"Master Tenant"** shall refer to the City of San Diego, pursuant to the terms and conditions of those certain lease agreements on record with the City Clerk as Document No. 00-20462 and Document No. 00-20745.
- i) **"Negative Cash Flow"** means the amount by the which the sum of Operating Expenses, Debt Service, and Capital Expenditures exceeds the Gross Rental Receipts and all other cash flow from the Property.
- j) **"Operating Account"** has the meaning set forth in Section 7.
- k) **"Operating Expense"** means all expenses of any kind incurred in operation of the Property other than Capital Expenditures, including, but not limited to, (i) maintenance, repairs, alterations, and improvements and for the purchase of equipment, tools, appliances, materials and supplies for the Property; (ii) utilities, including but not limited to gas, electricity, water and sewer, and telephone services for fire alarm and elevator purposes; (iii) janitorial services, including but not limited to daily janitorial cleaning, daily Covid 19 enhanced cleaning, janitorial supplies, window washing, swing stage inspection, a day porter, weekly trash removal; and enhanced COVID cleaning and sanitizing as necessary(Civic Center Plaza and King Chavez only); (iv) HVAC services, including but not limited to, monthly chilled water, quarterly maintenance for the chiller, annual inspection of the boiler, annual variable frequency drive (VFD) inspection, quarterly preventative maintenance on HVAC for elevator rooms, 7th floor IDF room HVAC unit, annual closed loop testing, supplies, and as needed repairs; (v) electrical repairs; (vi) plumbing maintenance and repairs that are incidental to maintenance, including but not limited to annual sump pump valve replacement, annual backflow inspection, snake all drains, restroom sink drain line, check valves sewage; ; (vii)maintenance and minor repairs that are incidental to maintenance to the exterior of the buildings, (viii) landscaping services, including but not limited to monthly exterior pest control, repairs and maintenance to irrigation systems and timers, interior landscaping, and as needed landscaping services; east side plaza cleaning; interior plant care;(ix) security services; (x) oversee an asbestos management plan; (xi) fire life safety systems, including but not limited to Generators, Co2 Sensors and Fan maintenance garage, Infrared scan, annual alarm device inspections, Fire Pump test, alarm monitoring, 3rd floor roll down door inspection, annual fire extinguisher inspections, and annual high rise inspections;. GAAP shall be used to determine Operating Expenses versus Capital Expenditures unless otherwise directed by Master Tenant.

EXHIBIT C

l) **“Property”** means the real property described on Exhibit A with all the improvements thereon, including buildings, landscaping, paving, site improvements, infrastructure and utilities, and fixtures and equipment.

m) **“Reimbursable Expenses”** are described in Exhibit C.

2. **Appointment of Manager.** Master Tenant hereby engages Manager to manage the Property as an independent contractor on behalf of Master Tenant to provide the services described herein. Manager hereby accepts such engagement on the terms and conditions herein contained.

3. Term and Termination

3.1 **Term.** The Term of this Agreement shall commence on, (the **“Commencement Date”**) and shall continue for a period of three years.

a) **Option Term.** Master Tenant has the option to extend the Term for two (2) periods of one (1) year (**“Option Term(s)”**) each effective immediately following expiration of the then-current term. Each option may be exercised, at Master Tenant’s sole discretion, by Master Tenant giving written notice to exercise the option to Manager at least sixty (60) days prior to expiration of the then-current term. All terms and conditions of this Agreement that are applicable to the regular term shall apply to the option terms. Any Option Term(s) exercised by the Master Tenant may include an amendment to the Agreement, without need for further City Council approval, to add only any then-current CITY contract requirements.

3.2 **Termination.** This Agreement may be terminated (i) by notice from Master Tenant upon the sale of any portion of the Properties; (ii) immediately by notice from Master Tenant if Manager misappropriates Master Tenant funds or commits any fraud malfeasance, intentional misconduct, or willful misrepresentation; (iii) by Manager at any time without cause upon one hundred eighty (180) days’ prior notice to Master Tenant; (iv) by Master Tenant at any time without cause not less than thirty (30) days’ prior notice to Manager; and (v) by either party due to default by the other if such default is not cured within ten (10) days after notice of the default; provided, however, if the default is not reasonably capable of being cured within ten (10) days, then the cure period shall be extended as needed so long as the defaulting party promptly commences the cure and thereafter diligently pursues it to completion within not more than sixty (60) days.

a) **Partial Termination.** Pursuant to Section 3.2 above, Master Tenant may elect to partially terminate this Agreement to terminate Manager’s services at one or more of the Properties but retain Manager’s services at the remaining Properties.

3.3 **Effect of Termination.** Upon effective date of termination, the authority given to Manager hereunder shall immediately cease. Following termination, Manager agrees to fulfill all reporting and accounting functions hereunder for the period from the end of that covered by the last such report or accounting until the date of termination, without further charge. On the effective date of termination, Manager shall also immediately deliver to Master Tenant or its designee (i) all funds in Master Tenant’s bank accounts, (ii) all materials and supplies, keys, and any computer or other equipment and/or software provided to Manager by Master Tenant; and (iii) all books and records including all contracts, leases, Vendor, and

EXHIBIT C

subtenant files, receipts for deposits, unpaid bills, a summary of all leases and all other documents which pertain to the Property. Upon such a termination, Master Tenant will assume responsibility for payment of all unpaid bills. After termination, Manager shall deliver to Master Tenant or its designees any monies due Master Tenant under this Agreement received after such date. Master Tenant shall promptly pay to Manager all Manager Compensation payable in accordance with this Agreement which has accrued prior to the date of termination.

4. Authority and Responsibilities of Manager

4.1 Generally. Manager shall provide full-service management of the Property including administration, operations, accounting, and tenant relations, and including the specific services described below subject to availability of the necessary funding and in compliance with the Budget. Manager's services shall be rendered to a standard at least consistent with that generally prevailing among management companies which routinely manage comparable buildings, including high-rise office buildings, in the area of the Property. For the purposes of this Agreement, "high-rise" shall mean seven (7) stories or taller. Manager shall act in a fiduciary capacity with respect to Master Tenant's assets. Manager shall at all times deal with third parties on an arm's-length basis and will use its best efforts to act in Master Tenant's best interest at all times.

a) Project Personnel. Except as formally approved by the CITY, the Property Management Staff identified in Manager's proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the CITY.

4.2 Authority. Except as limited in this Agreement and by law, Manager shall have all powers and authorities as may be necessary or convenient in connection with the discharge of Manager's duties and obligations hereunder. Such authority may be amended in writing from time to time by Master Tenant. Manager represents and warrants that Manager is a duly licensed property manager and real estate broker under the laws of the state in which the Property are located.

4.3 Contracting Manager is authorized to enter into contracts only for the items identified in Section 4.3 and only with the service providers Manager identified in its Proposal submitted in response to the Request for Proposals issued for the property management services that is the subject of this Agreement, unless otherwise approved by CITY.

a) Scope of Contracts Manager Is Authorized to Enter Into. Upon the Master Tenant's prior written approval in each instance, and utilizing the Master Tenant's required methodologies for procuring goods and services, Manager shall negotiate and manage contracts for the following services, maintenance, alterations, and improvements and for the purchase of equipment, tools, appliances, materials, and supplies for the Property: (i) janitorial services, including but not limited to daily janitorial cleaning, janitorial supplies, window washing, swing stage inspection, a day porter,

EXHIBIT C

daily enhanced COVID cleaning and sanitizing as necessary, weekly elevator cab cleaning and quarterly common area carpet cleaning for Civic Center Plaza and King Chavez only; (ii) HVAC services, including but not limited to, monthly chilled water, quarterly maintenance for the chiller, annual inspection of the boiler, annual variable frequency drive (VFD) inspection, quarterly preventative maintenance on HVAC for elevator rooms, 7th floor IDF room HVAC unit, annual closed loop testing, minor repairs and supplies (iii) electrical maintenance and minor repairs; (iv) plumbing maintenance and minor repairs, including but not limited to annual sump pump valve replacement, annual backflow inspection, snake all drains, restroom sink drain lines, check valves sewage, (v) maintenance and minor repairs that are incidental to maintenance of the exterior of the buildings, including weekly east side plaza cleanup at Civic Center Plaza; (vi) landscaping services, including but not limited to monthly pest control, interior plant care, exterior pest control, maintenance to irrigation systems and timers, interior landscaping, and as needed landscaping services; (vi) security services; (viii) oversee an asbestos management plan, (ix) fire life safety systems; including but not limited to Generators, Co2 Sensors and fan maintenance garage, Infrared scan, annual alarm device inspections, alarm monitoring, roll down door inspection, annual fire extinguisher inspections, and annual high rise inspections. ;

i) **Amount of Authorized Contracts.** Any such contracts that manager is authorized to enter into as identified above in Sections 4.3 and 4.3(a) shall not exceed the hourly and overtime rates, set forth below, unless an increase is necessary to comply with then-current prevailing or living wage requirements in which case Manager shall notify CITY of any such increases, and shall be consistent with the Property Budget.

b) **Contract requirements.** Manager shall comply with all CITY requirements in relation to procuring and entering into contracts for goods, services, and consultants, including but not limited to the following

i) **Prevailing Wage Requirements,** as set forth in Exhibit E, will apply to all work and/or services performed under this Agreement. To the extent that there is no prevailing wage job classification for services or work to be performed under these contracts, Manager shall notify CITY and CITY will determine which wage rate shall apply, or seek an opinion from the Department of Industrial Relations;

ii) **Performance and Payment Bond Requirements** pursuant to state and local laws, including but not limited to California Civil Code section 9550, et seq.;

iii) **Charter of the City of San Diego,** including but not limited to sections 28, 39, 40, 80, 94, 99, 225, 260, and 265;

EXHIBIT C

- iv) San Diego Municipal Code, including but not limited to sections 22.0801, et seq., 22.2701, et seq., 22.3001, et seq., 22.3101, et seq., 22.3201, et seq., 22.3301, et seq., 22.3401, et seq., 22.3501, et seq., 22.601, et seq., 22.3801 et seq., 22.4201, et seq., 22.4301 et seq., 22.4401, et seq., 22.4501, et seq., 22.4801 et seq., 31.0100 et seq., 43.0301, et seq., and 59.5.0301, et seq.;
- v) All contracts shall be terminable on thirty (30) days' notice from Master Tenant without penalty or premium.
- vi) **Vendor Insurance.** Contracts with third parties (referred to as "Vendor or Vendors") must include a provision that the Vendor, at the Vendor's sole cost and expense, shall procure and maintain during the term of the contract, workers' compensation insurance in statutory amounts and employer's liability coverage with limits of liability of not less than \$1,000,000; (ii) commercial general liability insurance on an occurrence form covering the Vendor's obligations under the contract, in the amount of \$2,000,000 combined per occurrence \$4,000,000 aggregate per project, naming the City of San Diego, and its elected officials, officers, employees, and agents as additional insureds; and (iii) business automobile liability insurance covering any vehicle owned, non-owned, and hired vehicles operated by or on behalf of Vendor, in the amount of \$1,000,000 combined single limit for bodily injury and/or Master Tenant and Manager. Coverage required hereunder shall be primary and non-contributory as to Master Tenant and Manager. Manager must obtain Master Tenant's prior approval to deviate from any of the above requirements. Manager shall obtain certificates of insurance from each Vendor evidencing compliance with the insurance requirements set forth above. Master Tenant may impose additional Vendor requirements on notice to Manager.
- vii) **Deductibles.** All deductibles on any Vendor-obtained policy shall be the responsibility of the Vendor and shall be disclosed to CITY at the time the evidence of insurance is provided.
- viii) **Acceptability of Insurers.** Except for the State Compensation Insurance Fund, all insurance required by this Agreement shall only be carried by insurance companies with a rating of at least "A-, VT" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by the CITY.
- ix) **Modification.** To assure protection from and against the kind and extent of risk existing with the types of services provided under this Agreement, CITY, as its reasonable discretion, may require the revision of amounts and coverage at any time by giving Manager and Vendor thirty (30) days prior written notice. Vendor shall also obtain any additional insurance required by CITY for new improvements, changed circumstances, or CITY's reasonable re-evaluation of risk levels related to the services provided under this Agreement.

EXHIBIT C

- x) **Accident Reports.** Vendor shall immediately report to Manager and CITY any accident causing property damage or injury to persons on the Property or otherwise related to the services provided under this Agreement. Such report shall contain the names and addresses of the involved parties, a statement of the circumstances, the date and time and hour of the accident, the names and addresses of any witnesses, photos or videos, if any, and other pertinent information.
- xi) **Required Endorsements.** The following endorsements to the policies of insurance are required to be provided to the CITY before any operations are initiated under this Agreement.
- A) **Additional Insured.** To the fullest extent allowed by law, including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents, volunteers, and representatives with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Vendor's insurance (at least as broad as ISO Form CG 20 10 11 85 if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** if a later version is used).
- B) **Primary Coverage.** For any claims related to this Agreement, the Vendor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the CITY, its officers, officials, employees, agents, representatives, and volunteers. The policy or policies must be endorsed to provide that the insurance afforded by the policy or policies is primary to any insurance or self-insurance of the City of San Diego and its elected officials, officers, employees, agents, volunteers, and representatives as respects operations of the Named Insured. Any insurance maintained by the City of San Diego and its elected officials, officers, employees, agents, volunteers, and representatives shall be in excess of Vendor's insurance and shall not contribute to it.
- xii) **Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Manager and CITY.
- xiii) **Additional Insurance.** Vendor may obtain additional insurance not required by this Agreement.
- xiv) **Excess Insurance.** All policies providing excess coverage to CITY shall follow the form of the primary policy or policies including but not limited to all endorsements.
- xv) **Waiver of Subrogation.** Vendor hereby grants to CITY a waiver of any right to subrogation which any insurer of said Vendor may acquire

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against the CITY by virtue of the payment of any loss under such insurance. Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the entity has received a waiver of subrogation endorsement from the insurer.

xvi) Self-Insured Retentions. Self-insured retentions must be declared to and approved by the CITY. The CITY may require the Vendor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or CITY.

xvii) Compliance with City Standards. All Vendors must comply with all City standards, rules, and regulations for all maintenance and repair work.

xviii) Invoice Detail. Vendor's invoices must be on Vendor's stationary with Vendor's name, address, and remittance address if different. Vendor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

xix) Hazardous Materials and Asbestos. If a Vendor will be providing services at the 101 Ash Street building, the subcontract with the Vendor must contain the provisions set forth in Exhibit G, Asbestos Containing Material.

- c) Manager shall not enter into any contract with or purchase goods or services from any affiliate of Manager except on terms as advantageous to Master Tenant as are available from unrelated third persons and only after obtaining Master Tenant's prior written approval.
- d) Manager shall not enter into any contract related to the property management services for the Property that has not been set forth in this Agreement. If Manager believes a contract for services or goods not identified in this Agreement or any subsequent amendment and not previously authorized by City Council, is necessary, Manager shall contact the City Contact to discuss appropriate procedures for procuring those services or goods.
- e) CITY shall have the right to terminate any Vendor subcontract entered into by Manager pursuant to Section 4.3, with 30 days' written notice to Manager, if City, in its reasonable discretion, deems Vendor's performance to be substandard, or for any reason set forth in Section 4.3(f) "Substitution process."
- f) **Substitution process.** Manager may request substitution of Vendors, upon the written request to and approval by Master Tenant, for the following reasons:
 - (i) When the Vendor listed in the table of Service Providers in Section 4.3(a)(i), after having a reasonable opportunity to do so, fails or refuses to execute a written contract for the scope of work specified in the Vendor's bid and at the price specified in the Vendor's bid, when that written contract, based upon the general terms, conditions, plans, and

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specifications for the services involved or the terms of that Vendor's written bid, is presented to the Vendor by the Manager;

- (ii) When the listed Vendor becomes insolvent or the subject or an order of bankruptcy;
 - (iii) When the listed Vendor fails or refuses to perform its subcontract;
 - (iv) When the listed Vendor is not licensed pursuant to California law, if such license is required for the Vendor's scope of services or work;
 - (v) When the CITY determines that the work performed by the listed Vendor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, or that the Vendor is substantially delaying or disrupting the progress of work;
 - (vi) When the CITY determines that a listed Vendor is not a responsible contractor;
 - (vii) When the listed Vendor fails or refuses to meet the bond requirements of Manager or CITY as set forth in this Agreement and as required by state or local law, including but not limited to California Civil Code section 9550, e seq.;
 - (viii) When the Manager demonstrates to the CITY, that the name of the Vendor was listed as the result of an inadvertent clerical error.
 - (ix) When the listed Vendor is ineligible to work on a public works project pursuant to Section 1777.1 or 1777.7 of the California Labor Code.
- g) Manager shall be responsible for the day to day management of all contracts entered into by Manager related to the property management of the Property, and Master Tenant shall retain oversight of all such contracts. Manager shall ensure that all Vendors comply with all City standards, rules, and regulations for maintenance and repair work.
- 4.4 Maintenance.** Subject to approved Budget, Manager shall cause the Property and all equipment therein to be maintained according to the customary standards and as may be required by all financing, or as required by law, including interior and exterior cleaning, painting, decorating, plumbing, carpentry, and such other normal maintenance as may be necessary. Manager shall not be obligated to act or refrain from acting to the extent such obligation would be inconsistent with applicable laws.
- a) **Engineering & Capital Projects.** Any construction, reconstruction, repairs, other than repairs that are incidental to maintenance, or improvements at the Property that are Engineering & Capital Projects shall be performed through the CITY's Engineering & Capital Projects Department. As used in this section, Engineering & Capital Projects shall mean any construction, reconstruction, or repair of public buildings, streets, utilities, and other public works.
- 4.5 Employees.** If specifically approved by Master Tenant, Manager shall hire, discharge, and supervise personnel to provide services solely to the Property (the

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“Property Management Staff”) and as Master Tenant and Manager determine to be necessary. Manager will: (i) pay all wages and other benefits payable to the Property Management Staff; (ii) maintain adequate payroll records; (iii) remit to the proper authorities all required income and social security withholding taxes, unemployment insurance payments, workers’ compensation payments, together in each case with all required reports and other filings; and (iv) obtain, maintain, and administer all medical, disability, and other insurance and fringe benefits as may, from time to time, be required under any union or other arrangements pertaining to such personnel. All wages and salaries, earned during the Term and paid to the Property Management Staff, including all items payable in respect to the payroll (e.g. unemployment insurance, workers’ compensation, health insurance, etc.) shall be Operating Expenses, but excluding any bonuses or incentives.

- 4.6 Budget Limits.** Manager shall not incur any expenditures which either exceed the amount indicated in a Budget by more than five percent (5%) or are in excess of \$5,000 for any one item, without Master Tenant’s approval, except for emergency repairs where in Manager’s opinion there is insufficient time to contact Master Tenant and such repairs are immediately necessary to either (i) prevent damage to person or persons or property, (ii) avoid interference with necessary services, or (iii) avoid penalties.
- 4.7 Collections.** Manager shall calculate and bill all reimbursements due from tenants such as CAM payments. Within sixty (60) days after the end of each fiscal year, Manager shall notify CITY of the CAM calculations for each tenant, reconcile collected common area expenses to actual costs for each tenant, and make appropriate billings, payments, or credits for each tenant pursuant to the terms of the subleases. Subtenants shall make any such payments directly to the City Treasurer.
- 4.8 Compliance with Laws.** Manager shall give prompt notice to Master Tenant of any known violations or notice of violation of governmental or Board of Fire Underwriters or other requirements (collectively, “Requirements”). Manager shall use all reasonable efforts to cause such acts and things to be done in and about the Property as Master Tenant or Manager shall deem necessary or desirable to comply with the Requirements, and, in each case, shall use all reasonable efforts to cure or remove any violations thereof.
- a) Manager shall at all times in the management and operation of the Property comply with all applicable laws, rules, regulations, and requirements of competent legal authority. Manager shall promptly deliver to CITY copies of all documentary evidence of such compliance received by or otherwise available to Manager (e.g., validation of periodic inspection of fire-suppression equipment in the Property.) In addition, Manager shall comply with any and all notices issued by CITY under the authority of any law, statute, ordinance, or regulation.
- b) Manager shall ensure that all reports required of it by any law or regulation of the State of California or its agencies, including but not limited to the Secretary of State and the Fair Political Practices Commission, shall be accurately, completely and timely filed. If any such report is not filed within ninety (90) days of the date on which the report is due, such failure shall be

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deemed a material breach of the Agreement that may, at the CITY's option, result in immediate termination of the Agreement.

- 4.9 Master Tenant's Insurance.** Master Tenant shall maintain the following insurance during the Term:
- (i) "All risk" direct damage property insurance for the Property on a replacement cost basis.
 - (ii) Commercial general liability insurance – Master Tenant shall provide Manager a letter of self-insurance evidencing its self-insured status.
- 4.10 Potential Future Sales or Loans.** Manager shall also support and assist the efforts of Master Tenant to sell, finance, or refinance the Property including providing supporting Property's information.
- 4.11 Tenant Communications.** Manager shall use commercially reasonable efforts to enforce Master Tenant's rights under any subleases and any non-CITY tenants that may occupy the Property. Manager shall be responsible for tenant notifications of work being performed at the Property, coordinate with service provider(s) or Vendors for scheduling the work, and provide access. Manager shall also coordinate with CITY to ensure access to the Property for needed repairs, improvements, maintenance, and construction. Leases and amendments, consents, and other related documents shall be prepared by Master Tenant or Master Tenant's legal counsel and executed by Master Tenant. Manager shall maintain business-like relations with tenants and subtenants and respond to service requests in a timely manner. Manager shall coordinate tenant and subtenant move-ins and move-outs to minimize inconvenience and avoid damage to the Property. Manager shall be vigilant regarding any subtenant defaults, including notifying Master Tenant immediately of subtenant defaults and take prompt action.
- 4.12 Manager's Insurance.** Manager shall carry insurance coverage in the amounts set forth below, or their equivalents. All coverage shall be carried by companies with a Best's rating for A-VIII or higher and Manager's Commercial General Liability and Auto Liability shall name the City of San Diego and its respective elected officials, officers, employees, agents, and representatives as additional insureds. A certificate of the coverage shall be delivered to Master Tenant concurrently with the execution of this Agreement. Manager shall also provide Master Tenant evidence of renewal of such coverage when due. Manager shall also provide Master Tenant evidence of renewal of such coverage when due. Manager shall provide Master Tenant thirty (30) days' notice prior to cancellation of the required coverages.

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| Worker's Compensation Insurance | As required by the State of California, with Statutory Limits, and Employer's liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease. |
| Commercial General Liability (CGL) | Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$2,000,000 per |

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| | occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04), or the general aggregate shall be twice the required occurrence limit. |
| Umbrella Coverage | \$5,000,000 per occurrence and policy aggregate. |
| Professional Liability | \$2,000,000 aggregate coverage may be purchased on a “claims made” basis and shall be maintained while performing services under this Agreement and for a period of no less than two years following cancellation. |
| Automobile Liability | ISO Form Number CA 00 01 covering any auto (Code 1), or if Vendor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit of no less than \$1,000,000 per accident for bodily injury or disease, \$1,000,000 for any auto/accident (hired/owned and non-owned). |

4.13 REAs. Where applicable, and as directed by CITY, Manager shall administer any Declaration of Conditions, Covenants, and Restrictions (CC&R’s), Reciprocal Easement Agreements, or similar agreements affecting the Property or any portion thereof.

4.14 Delegation. At Manager’s sole cost and expense and with the prior written approval of Master Tenant, Manager may delegate portions of its obligations under the terms of this Agreement to one or more agents or independent contractors; provided, however, that such delegation shall not relieve Manager from its duties and obligations hereinunder and shall be subject to termination by Manager without cause on thirty (30) days’ notice without penalty or premium. Master Tenant may immediately terminate such delegation if Master Tenant did not give prior written approval to Manager or if the agent or contractor to whom Manager has delegated its obligations is not performing satisfactorily in the reasonable opinion of the Master Tenant.

4.1 No Discrimination. Manager shall not establish or allow any discrimination against or segregation of any person or group of persons on account of race, color, religion, gender, gender expression, gender identity, disability, sexual orientation, marital status, national origin, ancestry, familial status, or source of income in the performance of its obligations under this Agreement, in the bidding or letting of contracts, or in the selection, location, number, use, or occupancy of tenants, subtenants, or Vendors.

4.16 Hazardous Materials. Notwithstanding anything to the contrary contained herein, Master Tenant acknowledges and understands that Manager is not qualified to: (i) evaluate the presence or absence of hazardous or toxic substances, mold, waste, materials, electromagnetic field, radon, radioactive materials, or other environmental concerns under applicable law, upon, within, above, or beneath the Property (collectively, “Hazardous Materials”); (ii) maintain or evaluate compliance with environmental, Hazardous Materials or waste laws, rules, and regulations; or (iii) conduct or ensure clean-up or remediation of Hazardous

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Materials spills or contamination. Any environmental assessment report of the Property will be obtained from an independent environmental consultant retained by Master Tenant. In no event will Manager make an independent determination as to the presence or absence of Hazardous Materials, or whether Master Tenant, the Property or any particular subtenant is in violation or compliance with any laws relating to Hazardous Materials.

- a) Manager shall follow and comply with all City Administrative Regulations regarding asbestos and asbestos management, and when finalized, CITY's asbestos management plan, send all notices required by law or CITY's asbestos management plan. Manager shall ensure compliance regarding Hazardous Materials, City Administrative Regulations regarding asbestos and asbestos management, and the City's asbestos management plan, when finalized, of all Property Management Staff, any other employees of Manager who may perform services under this Agreement at the Property, and all Vendors performing work or services pursuant to Section 4.3 of this Agreement.
- b) For any work or services Manager performs at the 101 Ash Street building, Manager shall also comply with the provisions set forth in Exhibit G, Asbestos Containing Material, which is incorporated herein.

5. Accounting and Budgeting

- 5.1 **Books and Records.** Manager shall maintain at Manager's principal place of business a comprehensive system of records concerning the Property consistent with general prevailing practices. Manager shall maintain the Property records on this system on an accrual basis. Manager's records shall be subject to examination by Master Tenant and its authorized agents during normal business hours and upon reasonable notice. If any examination reveals that the accounting records are understated in error by five percent (5%) or more, Manager shall promptly reimburse Master Tenant for the reasonable cost of the examination and any monies owed Master Tenant. All such records are and shall remain the property of Master Tenant.
- 5.2 **Budget.** Manager shall provide a draft Budget for the Property for the Master Tenant's review and approval no later than September 1 for the following fiscal year per Exhibit D. Manager shall input the final Budget into accounting software by May 1 of the prior fiscal year. Each Budget shall include the items listed in Exhibit B.
- 5.3 **Early Close and Monthly Reports.** Manager shall deliver to Master Tenant the monthly statement and reports outlined in Exhibit D electronically and in hard copy not later than 10 days after the close of the prior month.
- 5.4 **Other.** Manager shall also promptly deliver to furnish Master Tenant such other reports, statements, and information as Master Tenant reasonably requests including periodic leasing and rental survey information.

6. Responsibilities and Obligations of Master Tenant. Master Tenant's duties shall be as follows:

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- 6.1 **Plans and Specifications.** Manager already has in its possession plans and specifications of the Property so that Manager may be advised with respect to the layout, construction, location, character, plan, and operation of the elevators, escalators, lighting, heating, air conditioning, plumbing, electrical, and other mechanical equipment in the Property in order to facilitate efficient management, maintenance, and operation of the Property by Manager.
- 6.2 **Property Agreements.** Manager already has in its possession all contracts and leases in effect at the Property and any environmental reports for the Property.
- 6.3 **Communication with Master Tenant.** Manager acknowledges and agrees that all notices and interactions between Manager and Master Tenant shall occur between Manager and The City of San Diego as the Master Tenant.

7. Bank Accounts

- 7.1 **Bank Accounts.** Manager shall open and maintain, in such bank as Manager may select and shall be approved by Master Tenant, a non-interest bearing, non-money market operating account (the "Operating Account") in Manager's name and tax identification number ("TIN"), as Master Tenant's nominee and agent, so that at all times the funds deposited into such account shall be the sole and exclusive property of Master Tenant. Such account shall be styled in a manner acceptable to Master Tenant.

Master Tenant acknowledges that only employees of Manager or Manager's affiliate, approved by CITY, shall be signatories for the Operating Account. Manager shall deposit in the Operating Account amounts collected or otherwise received in connection with the Property, including all Gross Rental Receipts. Upon receipt of Manager's monthly statement of receipts and disbursements and requests for funding or upon Manager's reasonable written request, in the event of any actual or projected insufficiency, Master Tenant shall promptly fund into the relevant Operating Account an amount sufficient to pay the estimated expenses of the Property for the following month in order to eliminate such actual or projected insufficiency. Such request for additional monies shall be accompanied by an explanation of expenses and insufficiencies which require such funding. Manager is authorized to draw on the Operating Account in payment, as and when required in connection with the operation or maintenance of the Property only for the purpose of:

- a) Paying expenses of the Property in accordance with this Agreement, including paying (each, a "Property Activity", and collectively, the "Property Activities") the following:
 - i. Operating Expenses, Capital Expenditures and Debt Service in compliance with the current Property Budget;
 - A. For the CCP/KC Account, Manager shall maintain separate accounts for expenses related: (i) regular, ongoing maintenance of the Civic Center Plaza, 101 Ash Street and King Chavez Buildings, including the replacement of elements thereof, including fixtures, systems, lightings and plumbing facilities, floor and wall-coverings, and

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painting; and (ii) janitorial or cleaning services and other reimbursable expenses.

- ii. Any impound or reserve payments required by any financing on the Property; and
- iii. Any other charge, item of cost, or expense Master Tenant directs to be paid.

b) Disbursing funds to Master Tenant as and when requested by Master Tenant.

No payment shall be made by Manager out of the Operating Account for expenses, except expenses relating to the Property, payment of which by Manager is authorized by the terms of this Agreement. Expenses incurred by Manager without authorization hereunder are not and shall not be deemed costs of Property Activities. In no event shall Property Activity costs and expenses include any amounts paid by Manager to affiliates of Manager which are in excess of a market rate for the applicable services or goods required for the Property. Any checks drawn on or withdrawals made from the Operating Account in excess of Five Thousand and No/100 Dollars (\$5,000.00) shall require two (2) signatures by Manager and the prior approval of Master Tenant as set forth above in Section 4.7 of the Agreement; Master Tenant acknowledges and agrees that Manager maintains bank accounts for itself ("Manager's Account") and other clients using Manager's TIN (the Operating Account, Manager's Account, and such other client accounts collectively referred to as the "Manager TIN Accounts"), Master Tenant also acknowledges that, if (a) any Manager TIN Account is overdrawn, or (b) judgment is entered against Master Tenant, Manager, or any other client for whom Manager maintains a Manager TIN Account, then the funds maintained in each Manager TIN Account may be subject to a legal collection process (including garnishment or set-off), including a legal collection process against the Operating Account for liabilities of third-parties. However, because the funds in the Operating Account are held in trust for the City of San Diego and said funds are public funds, and to help prevent a situation where a financial institution could withdraw funds from the City of San Diego's Master Tenant's Operating Account to rectify an overdrawn account of anyone other than the Master Tenant, or a situation where a court could award a judgment for a legal collection process against the whole of Manager's Manager TIN Accounts located at a particular financial institution, including the Master Tenant's Operating Account, Manager agrees to the following: (a) Manager shall maintain a trust account for Master Tenant (utilizing Manager's TIN), from which the Master Tenant's funds shall be used solely for the payment of expenses related to the Property; (b) Manager agrees never to comingle Master Tenant's funds with other Manager TIN Account funds to cover any other Manager TIN Account funds or use Master Tenant's funds to cover any other Manager TIN Account which is overdrawn; and (c) should any type of legal collection process for liabilities of third-parties ever be instituted against the Operating Account, or Manager gains knowledge that the Master Tenant's Operating Account funds are at risk for the payment of liabilities of a party other than the Master Tenant, Manager shall within two (2) business days' receipt of gaining knowledge of a pending legal collection process or otherwise that the Operating Account funds are at risk, give Master

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- Tenant written notice of such collection process and/or other knowledge (allowing Master Tenant the opportunity to possibly intervene), and Manager shall within five (5) business days at the latest reimburse the Master Tenant's Operating Account for all funds seized for the obligations of a party other than the Master Tenant. If the financial institution at which the Master Tenant's Operating Account is maintained subsequently reimburses the Operating Account, Master Tenant shall, upon demand, reimburse Manager for any funds previously paid by Manager with respect to funds seized.
- 7.2 Negative Cash Flow.** Manager shall notify Master Tenant of any anticipated Negative Cash Flow. Within five (5) days from Master Tenant's receipt of such notice, Master Tenant shall provide for the transfer of funds to Manager so that funds may be deposited in the Operating Account in an amount necessary to cover said Negative Cash Flow. Excepting when due to Manager's negligence or willful misconduct, Manager shall be held harmless for failure to pay any charges to the extent that funds are not available in the Operating Account. To the extent that there is Negative Cash Flow, Manager shall apply the funds in the Operating Account as directed by Master Tenant but in any event first to pay Debt Service. Nothing herein contained shall obligate Manager to advance its own funds on behalf of Master Tenant or relieve Master Tenant from the obligation to pay the Manager Compensation.
- 8. Tenant Security Deposit.** If required by law or contract, security deposits shall be maintained in a separate deposit account. Manager may deduct from the deposits appropriate amounts as determined pursuant to the applicable lease and applicable law. Manager may return security deposits at such time as the tenants entitled thereto.
- 9. Manager Compensation**
- 9.1 Management Fee.** As compensation for providing the Property Management Services pursuant to this Agreement, CITY shall pay a to Manager a fee ("the Management Fee") in the amount set forth in Exhibit B. The Manager's management fee shall be paid to Manager monthly in arrears.
- 9.2 Reimbursable Expenses.** Expenditures of the type specified in Exhibit C incurred by Manager in performing duties shall be subject to reimbursement, and no others. Master Tenant shall pay or reimburse Manager for any tax on such reimbursements.
- 10. Indemnity**
- 10.1 Manager's Indemnity of Master Tenant.** Manager agrees to defend (with counsel reasonably acceptable to Master Tenant), indemnify and save the City of San Diego and their respective officers, directors, employees, and agents harmless from and against all claims, loss, cost, liability and expense, including without limitation, reasonable attorneys' fees and costs (collectively "**Claims**"), to the extent such Claims arise from or relate to the actions of Manager outside the scope of its authority under this Agreement or by any acts of negligence or willful misconduct on the part of Manager, or Manager's officer(s), employee(s), contractor(s), subcontractor(s), or vendor(s) agent(s).

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- 10.2 Master Tenant's Indemnity of Manager.** Master Tenant agrees to indemnify, defend, and hold harmless Manager, its affiliates, and their officers, directors, and employees from and against any and all Claims relating to the Property incurred by Manager, except for such Claims resulting from the acts of Manager outside the scope of its authority under this Agreement or by any acts of negligence or willful misconduct on the part of Manager or Manager's officer(s), employee(s), agent(s), contractors, subcontractors, or Vendors.
- 10.3 Waiver of Subrogation.** Each party waives rights of subrogation on behalf of its insurers for any loss or damage covered by insurance procured by the party suffering the loss.
- 11. Confidentiality.** Notwithstanding any provision of this Agreement to the contrary, Manager agrees not to disclose to any person or entity: (i) any information of any kind or nature pertaining to the City of San Diego, except as may be necessary to perform this Agreement or as required by law; or (ii) any of the City of San Diego's documents, books, and records except upon the CITY's express authorization. The foregoing confidentiality obligation shall not apply to information: (i) publicly available through no breach of the foregoing by Manager; or (ii) obtained by the Manager from another source without any obligation or confidentiality to The City of San Diego.
- 12. Relationship of the City of San Diego and Manager.** The execution of this Agreement by Master Tenant and Manager is for the sole purpose of creating a management relationship between Master Tenant and Manager in connection with the management and operation by Manager of the Property. Authorized acts performed by Manager under the provisions of this Agreement shall be done as agent of Master Tenant. Nothing contained herein shall create a partnership or joint venture between or among Master Tenant or Manager or otherwise constitute Master Tenant as agent of Manager.
- 13. Equal Benefits.** The Equal Benefits Ordinance ("EBO"), San Diego Municipal Code (SDMC) sections 22.4301-22.4309, requires that any contract between the City and another party for the provisions of goods, services, consultant services, grants from the CITY, leases of CITY property, or construction of public works, shall require contractors to offer equal benefits; that the City shall not execute, award, or amend any contract with any contractors that discriminates in the provision of benefits between employees with spouses and employees with domestic partners, between spouses of employees and domestic partners of employees, or between dependents and family members of spouses and dependents and family members of domestic partners, or with any contractor that discriminates in the provisions of these benefits based on the gender or sexual orientation of the spouses or domestic partners. In accordance with the EBO, contractors must certify that they will provide and maintain equal benefits as defined in SDMC 22.4302 for the duration of the contract (SDMC section 22.4304(f)). Failure to maintain equal benefits is a material breach of the contract (SDMC 22.4304(e)). All contractors must notify employees of their equal benefits policy at the time of hire and during open enrollment periods and must post a copy of the following statement in an area frequented by employees:
- During the performance of a contract with the City of San Diego, this employer will provide equal benefits to its employees with spouses and its employees with domestic partners. All contractors are required to complete the Equal Benefits

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Ordinance Certification of Compliance attached hereto as Exhibit E. Contractors also must give the CITY access to documents and records sufficient for the CITY to verify the contractors are providing equal benefits and otherwise complying with EBO requirements. Full text on the CITY's website at www.sandiego.gov/purchasing, or can be requested from the Equal Benefits Program at (619)533-3948.

14. **Living Wages.** This Agreement is subject to the City's Living Wage Ordinance ("LWO"), codified at SDMC 22.4201 through 22-4245. Among other things, the LWO requires payment of minimum hourly wage rates and other benefits unless an exemption applies. SDMC section 22.4225 requires each contractor to fill out and file a living wage certification with the CITY within thirty (30) days of execution of the contract. LWO wage and health benefits rates are adjusted annually in accordance with SDMC section 22.4220(b) to reflect the Consumer Price Index. Applicable contracts must include this upward adjustment of wage rates to covered employees on July 1 of each year. In addition, Manager agrees to require all of its contractors, subcontractors, sublessees, Vendors, and concessionaires subject to the LWO to comply with the LWO and all applicable regulations and rules.
15. **Highest Wage Rate Applies.** Manager is required to pay the highest applicable wage rate where more than one wage rate applies.
16. **Prevailing Wages.** Manager shall comply with, and shall ensure that its contractors, subcontractors, and Vendors comply with the Prevailing Wage laws for services provided pursuant to this Agreement, and when applicable. The City of San Diego's Prevailing Wages requirements are set forth in Exhibit E. Manager shall obtain any information required by Exhibit E, paragraph 9 prior to the commencement of any work that is subject to prevailing wages pursuant to this Agreement. Prior to the payment of any invoices for any work subject to prevailing wages under this Agreement, Manager shall confirm that any Vendor performing any such work has submitted all required information and payroll records to the Department of Industrial Relations. Manager shall maintain a record of such confirmation, which shall be in substantially similar form as contained in Exhibit F, and shall submit such record to the CITY with its monthly report.
17. **Assignment.** Except as specifically provided herein, Manager shall not assign or transfer any of its interest in, or delegate any of its duties under this Agreement without the prior written consent of the Master Tenant, and any attempted assignment or delegation without consent shall be void. This Agreement is binding upon and inures to the benefit of Master Tenant's successors and assigns.
18. **Notices.** Any notice, request, demand, instruction, document, or other communication to be given hereunder to any party shall be in writing and be effective upon receipt or refusal to accept delivery. The initial delivery address for the parties are as follows. The parties' addresses may be changed by giving written notice as provided above.

IF TO MASTER TENANT:

City of San Diego
Attn: Director, Real Estate Assets Department
1200 Third Avenue
Suite 1700

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San Diego, CA 92101

IF TO MANAGER:

Name
Title
Address
City, State Zip

19. Standards of Conduct. Vendor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the CITY.

a) **Supervision.** Manager shall provide adequate and competent supervision at all times during the Term. Manager shall be readily available to meet with the CITY. Manager shall provide the telephone numbers where its representative(s) can be reached.

b) **City Premises.** Manager's employees and agents shall comply with all CITY rules and regulations while on the Properties.

c) **Removal of Employees.** CITY may request Manager immediately remove from assignment to the CITY any employee of Manager found unfit to perform duties at the Properties. Manager shall comply with all such requests.

20. Conflict of Interest Laws. Manager is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, et. seq. and 81000, et. seq., and the Ethics Ordinance, codified in the SDMC. CITY may determine that Manager must complete one or more statements of economic interest disclosing relevant financial interests. Upon CITY's request, Manager shall submit the necessary documents to CITY.

21. Miscellaneous

21.1 Governing Law/Venue. This Agreement shall be governed by the laws of the state where the Property is located. The venue for any suit or proceeding concerning this Agreement, including the interpretation or application of any of its terms or any related disputes, shall be in the County of San Diego, State of California.

21.2 Interpretation. This Agreement is not for the benefit of any third party and shall not be deemed to confer any right or remedy to such party, whether referred to herein or not. The pronouns used in this Agreement referring to Manager or to Master Tenant shall be understood and construed to apply, whether Manager or Master Tenant be an individual, partnership, corporation or an individual or individuals doing business under a firm or trade name; the masculine, feminine, or neutral pronouns shall each include the other and may be used interchangeably with the same meaning; and when the context requires, the singular shall mean the plural and the plural shall mean the singular. The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, define, or limit the scope, intent, or interpretation of this Agreement or any provision hereof. Whenever in this document the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter,

EXHIBIT C

and the singular to refer to and include the plural. No language or provision of this Agreement shall be interpreted either for or against any party by virtue of any party or any attorney of any party having drafted such language or provision.

- 21.3 Entire Agreement.** This Agreement contains the entire Agreement of the parties concerning the subject matter hereof, and supersedes and replaces all prior negotiations, proposed agreements, and agreements, whether written or oral. Each of the parties acknowledges that no other party, nor any agent or attorney of any other party, has made any promise, representation, or warranty whatsoever, express or implied, not contained in this Agreement to induce it to execute this Agreement.
- 21.4 Survival.** All provisions of this Agreement that require one party to insure or to defend, reimburse, or indemnify another party shall survive any termination of this Agreement.
- 21.5 Severability.** Each provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.
- 21.6 Indirect Damages.** Notwithstanding anything to the contrary contained herein, except to the extent resulting from a party's gross negligence or willful misconduct, neither Master Tenant nor Manager shall be liable for any indirect, consequential, special, incidental, punitive, or other exemplary losses or damages, whether in tort, contract or otherwise, regardless of the foreseeability or the cause thereof, that would not otherwise be covered under the standard liability or property insurance forms required of the parties hereunder.
- 21.7 California Public Records Act.** CITY shall determine, in its sole discretion, whether information provided to CITY by Manager is or is not a public record subject to disclosure under the California Public Records Act (CPRA). If Manager notifies CITY that it objects to the disclosure of certain information to a third party, Manager shall deliver to CITY, with such notice, specific and detailed legal grounds, including any applicable case law, upon which CITY may rely for withholding any information requested pursuant to the CPRA. If CITY withholds disclosure of information in reliance on such legal analysis provided by Manager, Manager shall protect, defend, indemnify, and hold CITY and its elected officials, officers, employees, representatives, and agents harmless for and from legal actions or challenges seeking to obtain the information from CITY and all costs incurred by CITY associated therewith, and shall defend, at Manager's sole expense, any action brought against CITY resulting from CITY's nondisclosure of the information. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, Manager shall pay all costs related thereto, including without limitation reasonable attorney fees and costs.
- a) CITY shall not be liable or obligated for any burden or loss (financial or otherwise) incurred by Manager as a result of CITY's disclosure or non-disclosure of Manager information requested pursuant to the CPRA.

EXHIBIT C

- b) **Manager's Waiver.** MANAGER EXPRESSLY WAIVES ANY CLAIM AGAINST CITY AND ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AND AGENTS FOR ANY BURDEN, EXPENSE OR LOSS THAT MANAGER INCURS AS A RESULT OF CITY'S DISCLOSURE OR NON-DISCLOSURE OF MANAGER INFORMATION REQUESTED PURSUANT TO THE CPRA.

21.8 Equal Opportunity. Manager shall comply with Title VII of the Civil Rights Act of 1964, as amended; Executive Orders 11246, 11375, and 12086; the California Fair Employment Practices Act; and any other applicable federal and state laws and regulations. Manager shall not discriminate against any employee or applicant for employment based on race, religion, color, ancestry, age, gender, gender identity, gender expression, sexual orientation, disability, medical condition, or place of birth. Upon CITY's request, Manager shall submit a current Workforce Report and, if required, an Equal Opportunity Plan which set forth the actions Manager will take to achieve the CITY's goals for the employment of African Americans, Native Americans, Asians, Latinos, women, and people with disabilities. Manager shall cause the foregoing provisions to be inserted in all subleases and all contracts for any work covered by this Agreement so that such provisions will be binding upon each sublessee and contractor. Manager shall also comply with the reporting requirements set forth in San Diego Municipal Code section 22.2705 and 22.2706. Manager acknowledges that failure to comply with the requirements of this section and/or submitting false information in response to these requirements may result in termination of this Agreement and debarment from participating in CITY contracts for a period of not less than one (1) year.

21.9 CITY Employee Participation Policy. CITY may unilaterally and immediately terminate this Agreement if Manager employs an individual who, within the twelve (12) months immediately preceding such employment did, in their capacity as a CITY officer or employee, participate in negotiations with or otherwise have an influence on a recommendation made to the San Diego City Council related to the selection of Manager for this Agreement. It is not the intent of this policy that these provisions apply to members of the City Council.

21.10 Drug-free Workplace. Manager shall abide by the omnibus drug legislation passed by Congress on November 18, 1988, by adopting and enforcing a policy to maintain a drug-free workplace by doing all of the following:

- a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances are prohibited on the Premises and specifying the actions that will be taken against employees for violations of the prohibition; and
- b) Establish a drug-free awareness program to inform employees about all of the following:
- i) The dangers of drug abuse in the workplace;
 - ii) Manager's policy of maintaining a drug-free workplace;
 - iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv) The penalties that may be imposed upon employees for drug abuse violations.

EXHIBIT C

- c) Manager shall include in each of its subleases and contracts related to this Agreement language obligating each sublessee and contractor to comply with the provisions of this section to maintain a drug-free workplace. Manager, and each of its sub-lessees and contractors, shall be individually responsible for their own drug-free workplace program.

21.11 Charter Section 225. Pursuant to San Diego City Charter section 225, Manager and each of its contractors, subcontractors, operators, licensees, Vendors, subtenants, and assignees shall make a full and complete disclosure of the name and identity of any and all persons directly or indirectly involved or interested in this Agreement, and in any sublease or assignment, and the precise nature of all interests of all such persons. Every person or entity proposed to have an interest in this Agreement must be reviewed and approved by CITY, in its sole discretion.

21.12 Local Business and Employment. Manager acknowledges that CITY seeks to promote employment and business opportunities for local residents and firms in all CITY contracts. For work associated with this Agreement and to the extent legally possible, Manager shall use its best efforts to solicit applications for employment and bids and proposals for contracts from local residents and firms as opportunities occur. Manager shall use its best efforts to hire qualified local residents and firms whenever practicable.

21.13 Political Activities. Manager shall not allow the use of the Property to promote, endorse, or campaign for the nomination or election of any individual to any public office, be it partisan or nonpartisan, or for the adoption or defeat of any ballot measure; however, Manager may allow the use of the Property as a forum for open public debate by two or more candidates, such as occurs at a candidate forum and similar events.

21.14 Equal Pay Ordinance. Unless an exception applies, Manager shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. By signing this Agreement, Manager certifies that it will comply with the requirements of the Equal Pay Ordinance throughout the Term.

- a) **Manager and Contractor Requirement.** The Equal Pay Ordinance applies to any contracts that are authorized pursuant to this Agreement to the same extent as it would apply to Manager. Manager shall require contractors, subcontractors, operators, licensees, operators, and Vendors to certify compliance with the Equal Pay Ordinance in their contracts.

21.15 No Affiliation. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, or other affiliation between CITY and Manager or between CITY and any other entity or party, or cause CITY to be responsible in any way for the debts or obligations of Manager or any other party or entity.

21.16 Unavoidable Delay. If the performance of an act required by this Agreement is directly prevented or delayed by a cause beyond the reasonable control of the party required to perform the act, that party shall be excused from performing the act for a period equal to the period of the prevention or delay. This provision shall not apply to obligations to pay rent. The party claiming a delay shall notify the other party in writing within ten (10) days after the beginning of any claimed delay.

21.17 Authority to Contract. Each individual executing this Agreement on behalf of another person or legal entity represents and warrants that they are authorized to

EXHIBIT C

execute and deliver this Agreement on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper and under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing agreement, and that this Agreement is binding upon such person or entity in accordance with its terms. Each person executing this Agreement on behalf of another person or legal entity represents and warrants such entity is a valid, qualified corporation, limited liability company, partnership, or other unincorporated association in good standing in its home state and that such entity is qualified to do business in California.

21.18 Single Use Plastic Reduction Ordinance. Unless an exception applies, Manager will comply with the Single Use Plastic Reduction Ordinance codified in San Diego Municipal Code sections 66.0901 through 66.0907. By signing this Agreement, Manager certifies that it will comply with the requirements of the Single Use Plastic Reduction Ordinance throughout the Term.

21.19 City Council Action Required. Manager acknowledges that this Agreement is expressly conditioned on the San Diego City Council's (the "City Council") prior authorization to enter into and execute this Agreement ("Council Authorization"), which may or may not be granted in the City Council's sole discretion. CITY shall not be liable or obligated for any burden or loss, financial or otherwise, incurred by Manager as a result of the City Council's modification of the final terms and conditions of this Agreement, or the City Council's failure to grant the Council Authorization.

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

21.20 Exhibits. All exhibits referenced in this Agreement are incorporated into this Agreement by this reference. In the event of a conflict between this Agreement and any exhibit to this Agreement, the terms, conditions, and obligations of this Agreement shall control.

Exhibit A – Property

Exhibit B – Management Fee

Exhibit C – Reimbursable Expenses

Exhibit D – Reporting Requirements

Exhibit E – Prevailing Wage Requirements

Exhibit F – Prevailing Wage Log

Exhibit G – Asbestos Containing Material

MASTER TENANT:

City of San Diego,
a California Municipal corporation

EXHIBIT C

By: _____ Date: _____
Name: _____
Its: _____

MANAGER:

[Company Name]

By: _____ Date: _____
Name: _____
Its: _____

Approved as to form this _____ day
of _____, 2021.

MARA W. ELLIOTT, City Attorney

BY: _____
Name: _____
Title: _____

SAMPLE

Exhibit A

The PROPERTIES are the land and improvements commonly known as Civic Center Plaza, 1200 Third Avenue, 265,986 square feet; the land and improvements commonly known as King Chavez High School, 201 A Street, 29,115 square feet; and the land and improvements commonly known as Ash Street, 101 Ash Street, 314,545 square feet; respectfully (the "Properties").

Exhibit B

MANAGEMENT COMPENSATION & REIMBURSABLE EXPENSES

Management Fee: Provide a Fixed monthly Management Fee for the Properties listed below: Monthly Management Fee

| Address | Fixed Monthly Management Fee |
|--------------------|------------------------------|
| 101 Ash Street | |
| Civic Center Plaza | |
| King Chavez School | |

Reimbursable Expenses: Provide the monthly Reimbursable Expenses for Maintenance Staff, Property Management Staff, Maintenance Uniforms, Onsite Wages & Benefits (provide as separate attachment if needed)

| | CCP | King Chavez School | Ash Street |
|------------------------------|-----|--------------------|------------|
| Maintenance Salary | | | |
| Property Management Salaries | | | |
| Onsite Wages & Benefits | | | |
| Maintenance Uniforms | | | |

Exhibit C

REIMBURSABLE EXPENSES

Master Tenant shall reimburse the Manager for reasonable direct expenses incurred by Manager within the applicable line items of the Budget and which are incurred within Manager's authority. Notwithstanding the reimbursable costs noted above, Reimbursable Expenses shall not include the following:

- (1) Office equipment and supplies other than those located at the Properties and used exclusively for the Properties;
- (2) Any overhead expenses of Manager incurred in its general offices with the exception of on-site employee overhead allocation, if applicable;
- (3) Expenses for accounting, bookkeeping, reporting, check writing software, software training, and electronic data processing services;
- (4) Compensation of executive and supervisory personnel of Manager;
- (5) Compensation and expenses applicable to time spent on matters other than the Properties;
- (6) Cost of gross salary and wages, payroll taxes, insurance, worker's compensation and other benefits for Manager's personnel not located at the Properties, with the exception of roving maintenance personnel (including Manager's Chief Engineer, if any) who may be needed at the Properties from time to time;
- (7) Membership fees or dues of any kind for any of Manager's employees, contractors, subcontractors, operators, licensees, or vendors; and
- (8) Fees for any professional licenses required pursuant to this Agreement or required for Manager to perform the services under this Agreement.
- (9) Cost attributable to losses arising from gross negligence, intentional misconduct, or breach of this Agreement on the part of the Manager, its agents, employees, or contractors.
- (10) Bonuses or incentives paid to any of Manager's officers, employees, agents, or contractors, whether Property Employees or not.

Exhibit D

REPORTING REQUIREMENTS

ANNUAL BUSINESS PLAN AND BUDGET REQUIREMENTS

1. Executive Summary
2. Property Analysis
3. Operating Budget
4. Capital Budget

MONTHLY REPORTING REQUIREMENTS

1. A review of operations for the preceding month, including a summary describing leasing, tenant issues, property operations, and key events.
2. A summary showing the subtenant requests and Manager's action on those requests.
3. Actual monthly and year-to-date statements and reports in the same format as the Operating Budget, a schedule of accounts receivable, a balance sheet as of the end of the month, as well as any information reasonably requested by Master Tenant. The statements and reports should include the associated monthly, quarterly, and year-to-date budget figures and calculated compensation.
4. Manager shall provide a commentary on any items which vary from the Operating Budget by more than 5% on a year-to-date basis.
5. A General Ledger statement for the month.
6. Rent Roll
7. Expense Distribution Report
8. Check Register
9. Aging Report
10. Monthly statements of subtenant billings, collections, unpaid balances, vacancies, and adjustments made the prior month.
11. Bank Statements
12. Prevailing Wage Compliance Log
13. Copies of all invoices paid on the check register for that month.

Exhibit E

PREVAILING WAGE REQUIREMENTS

By signing this Agreement, Manager (also referred to as “Bidder” in this Schedule 5) certifies that they are aware of the wage provisions described herein and shall comply with such provisions before commencing services.

A. PREVAILING WAGES. Pursuant to San Diego Municipal Code 22.3019, construction, alteration, demolition, repair, and maintenance work performed under this Agreement is subject to State prevailing wage laws. For any construction work performed under this Agreement and for alterations, demolition, repair, and maintenance work performed under this Agreement, the bidder and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below. This requirement is in addition to the requirement to pay Living Wage pursuant to San Diego Municipal Code 22.4201 through 22.4245. Bidder must determine which per diem rate is highest for each classification of work (i.e. Prevailing Wage or Living Wage Rate), and pay the highest of the two rates to their employees. Living Wage applies to workers who are not subject to Prevailing Wage Rates.

1. Compliance with Prevailing Wage Requirements. Pursuant to sections 1720 through 1861 of the California Labor Code, the bidder and its subcontractors shall ensure that all workers who perform work under this Agreement are paid not less than the prevailing rate of per diem wages as determined by the Director of California Department of Industrial Relations (**DIR**). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

1.1 Copies of such prevailing rates of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem may be found at: www.dir.ca.gov/PPRL/DPreWageDetermination. Bidder and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

1.2 The wage rates determined by the DIR refer to the expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published wage rate shall be in effect for the life of this Agreement. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to the Agreement in the same manner as if it had been published in said publications. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Agreement, each successive predetermined wage rate shall apply to this Agreement on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates

expires during the life of this Agreement, such wage rate shall apply to the balance of the Agreement.

2. **Penalties for Violations.** Bidder and its subcontractors shall comply with California Labor Code Section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed.
3. **Payroll Records.** Bidder and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Bidder shall require its subcontractors to also comply with Section 1776. Bidder and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Bidder is responsible for ensuring its subcontractors submit certified payroll records to the City.
 - 3.1 In addition to submitting weekly certified payroll records to the City, for contracts entered into on or after April 1, 2015, Bidder and their subcontractor shall also furnish the records specified in Labor Code Section 1776 directly to the Labor Commissioner in the manner required in Labor Code Section 1771.4.
4. **Apprentices.** Bidder and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Bidder shall be held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.
5. **Working Hours.** Bidder and its subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of eight hours per day are compensated at not less than 1 1/2 times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than eight hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.
6. **Required Provisions for Subcontractors.** Bidder shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 177.1, 1775, 1776, 1777.5, 1810, 1813, 1860 and 1861.
7. **Labor Code Section 1861 Certification.** Bidder in accordance with California Labor Code Section 3700 is required to secure the payment of compensation for its employees and by signing this Agreement, bidder certifies that "I am aware of the provisions of Section 3700 of California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement."
8. **Labor Compliance Program.** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity or has been established by the City after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions

or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.

9. **Contractor and Subcontractor Registration Requirements.** This project is subject to compliance monitoring and enforcement by the DIR. As of March 1, 2015, no contractor or subcontractor may be listed on a bid or proposal for a public works project unless registered with the DIR pursuant to on a bid or proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5. As of April 1, 2015, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, or enter into any Contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. By submitting a bid or proposal to the City, Bidder is certifying that they have verified that all subcontractors used on this public works project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Bidder shall provide proof of subcontractor registration to the City upon request.
 - 9.1A. Bidder's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in a response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered contractor pursuant to Public Contract Code section 4107.
 - 9.1.B. **Living Wages.** This Agreement is subject to the City's Living Wage Ordinance (LWO), codified at SDMC sections 22.4201 through 22.4245. The LWO requires payment of minimum hourly wage rates and other benefits unless an exemption applies. SDMC section 22.4225 requires each Bidder to fill out and file a living wage certification with the City Manager within thirty (30) days of Award of the Agreement. LWO wages and health benefit rates and are adjusted annually in accordance with SDMC section 22.4220(b) to reflect the Consumer Price Index. Service contracts, financial assistance agreements, and City facilities agreements must include this upward adjustment of wage rates to covered employees on July 1 of each year. In addition, Bidder agrees to require all of its subcontractors, sublessees, and concessionaires subject to the LWO to comply with the LWO and all applicable regulations and rules.
 - 9.1.C. **Exemption from Living Wage Ordinance.** Pursuant to SDMC section 22.4215, this Agreement may be exempt from the LWO. For a determination on this exemption, Bidder must complete the Living Wage Ordinance Application for Exemption.
 - 9.1.D. **Highest Wage Rate Applies.** Bidder is required to pay the highest applicable wage rate where more than one wage rate applies.

EXHIBIT G

ASBESTOS CONTAINING MATERIALS ("ACM")

GENERAL

- A. Contractor must not disturb any known or suspected Asbestos Containing Materials ("ACM") or untested paint or paint containing more than 600mg/kg lead.
 - B. Contractors must follow all applicable federal, state, and local regulations.
 - C. Until otherwise notified in writing by the City of San Diego, all Contractor or sub-contractor employees or personnel entering the building must have submitted the following certifications to the City Contact for review and approval at least 24 hours prior to the scheduled entry:
 - 1. At a minimum, a current 2-hour OSHA Asbestos Awareness Training Certificate;
 - 2. A current medical evaluation for clearance to wear a negative pressure respirator; and
 - 3. A current Fit Test (at a minimum, a half face negative pressure regulator must be worn while in the building core).
 - D. Until otherwise notified in writing by the City of San Diego the Building Access Protocol (see Appendix A - Building Access Protocol) must be followed when entering and exiting the building's core. Access is only permitted from the "A" parking level. All tools and equipment leaving the building's core must be properly decontaminated (wet wiped).
 - E. Contractors must always be accompanied by a City of San Diego Representative in the building, until further notice is provided.
 - F. Unless otherwise notified in writing by the City of San Diego, a Certified Asbestos Abatement Contractor registered with the California Department of Occupational Safety and Health (DOSH) must also be present for all Work being done in the building, including but not limited to access above the ceiling grid. No work shall be performed above the ceiling grid without prior authorization from the City of San Diego. For Operations and Maintenance (O&M) work, the City will supply an Asbestos Abatement Contractor.
 - G. All debris created from any Contractor work must be immediately and properly cleaned up by a Certified and DOSH Registered Asbestos Abatement Contractor.
 - H. It is possible the Contractor will encounter previously unidentified suspect hazardous materials while working in this building. The Contractor and their staff shall be vigilant in looking for and reporting suspect materials throughout the project:
 - 1. If actual or suspected ACM debris is encountered, stop work and immediately notify the onsite City Representative so the Asbestos Abatement Contractor can be instructed to properly clean the area. Once the area has been cleaned the City will visually clear the area and notify the Contractor that work may resume.
 - 2. If additional suspect ACM or loose and flaky lead paints are identified, and have been or need to be disturbed, stop work in that area and immediately notify the City Contact.
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- a. As soon as possible and as needed, the City will arrange for sampling of the suspect materials and determine if abatement or other measures are required.
 - b. If abatement is required, the Contractor shall remain out of that work area and not return until the abatement has been completed, the area cleared, and Contractor has been notified that work may resume. If abatement is not required, the City will inform the Contractor that work may resume in that area.
- I. If a paint coating is present and no laboratory results are provided, it shall be assumed to contain lead above acceptable regulatory levels (currently 600mg/kg), unless the City performs sampling to determine otherwise. Disturbing this paint/coating would require a California Department of Public Health certified Lead Abatement Worker and/or Supervisor to perform the work following all applicable regulations.

CONTRACTOR'S RESPONSIBILITIES

- J. Contractor acknowledges by signing this Contract that it has been informed of known Asbestos Containing Materials present in the building, if any. Contractor further acknowledges that it will timely inform all employees and sub-contractors working under this Contract of known ACM in the building prior to commencing Work. (See APPENDIX B List of Known ACM Building Materials, if applicable).
- K. Safety Requirements. All work performed under this Contract shall be performed in such a manner as to provide maximum safety to the public and employees and shall comply with all safety provisions and regulations. The Contractor is responsible for abiding by all federal, state, and local requirements. Contractors who have ten (10) or more employees shall have an injury/illness program as required by Cal/OSHA. The City reserves the right to issue restraining or cease and desist orders to the Contractor when unsafe or harmful acts are observed or reported.
- L. Personal Protective Equipment (PPE) Until otherwise notified in writing by the City of San Diego, PPE including protective suits, booties, head covering, gloves and respiratory protection are required to be worn at all times upon entering or exiting the building's core ("A" parking level passenger elevator lobby and floors 1-21) through the decontamination area and while in the building's core. At minimum a half face negative pressure Respirator shall be worn. PPE shall be supplied by the Contractor for its staff and properly worn, as required, and in full compliance with all federal, state and local regulations.
- M. Damages. Contractor's personnel will immediately report any damages, defects, leaks, power outages, or any other problems or irregularities including any injuries to the City Contact or designee.
- N. The Contractor shall be responsible for all harm or injury to persons or property that are the result of the fault or negligence of the Contractor, the Contractor's employees, or the Contractor's sub-contractors.
- O. Parking. While on City premises, the Contractor is responsible for all parking fees, tickets, and permits and shall obey all parking regulations.
- P. Other. City Work Rules - Employees and agents of the Contractor shall, while on the premises of the City, comply with all City rules and regulations. The
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Contractor shall acquaint itself with conditions at the work site so as not to interfere with City operations. The Contractor shall not stop, delay, or interfere with City work schedules without the prior approval of the City.

ENCOUNTERS OF HAZARDOUS SUBSTANCES

- Q. Any substance is considered a “Hazardous Substance” if it is toxic, corrosive, flammable, combustible, radioactive, an irritant, a strong sensitizer, or if it may cause substantial personal injury or substantial illness as a proximate result of any customary or reasonably foreseeable handling or use.
- R. If the Contractor encounters, causes the release of, or has knowledge of a release or an imminent release of any Hazardous Substance, including ACM, work in the area shall immediately cease and workers shall vacate the area. The Contractor shall immediately notify the City Contact. The City will investigate and will notify the County of San Diego, Department of Environmental Health (DEH) at (619) 338-2222 (during business hours) or by calling 911 (outside business hours), and/or the San Diego Air Pollution Control District as required. If there is an immediate fire, explosion, health or safety threat, the Contractor shall promptly notify the Fire Department by calling 911.
- S. “Hazardous waste” can be defined as waste with properties that make it potentially dangerous or harmful to human health or the environment and appears on one of the four Resource Conservation and Recovery Act (RCRA) hazardous wastes lists (the F-list, K- list, P-list, or U-list) or that exhibits one of the four characteristics of a hazardous waste – ignitability, corrosivity, reactivity, or toxicity. Hazardous waste also includes non-RCRA Hazardous waste per the California Health and Safety Act. “Regulated waste” is waste regulated by the State of California but not considered hazardous. A waste determination shall be performed by the City, as required, on all potential hazardous waste or regulated waste that may be generated at this location, within 10 days of generation, but not later than the end of the project, to determine if it meets hazardous waste criteria in accordance with 22 CCR Division 4.5 or any other pertinent law or regulation which could restrict the disposal of the waste to a municipal landfill, sewer discharge, or storm drain discharge.
- T. If the waste determination was required due to a Contractor’s negligence, that Contractor will be responsible for all costs associated with the waste determination and disposal of the regulated or hazardous waste.
- U. If hazardous waste or regulated waste is generated during the normal course of the work performed under this Contract, the City will coordinate the proper disposal at no cost to the Contractor. If hazardous waste or regulated waste disposal is required due to a Contractor’s negligence, then proper waste disposal in accordance with applicable local, state and federal regulations will be coordinated by the City and the Contractor will be responsible for the associated costs.

REGULATORY REPORTING FOR CHEMICAL RELEASE OR THREATENED RELEASE

- V. Chemical releases or threatened releases involving gas, liquid or solid hazardous materials or hazardous waste shall be immediately assessed utilizing the County Department of Environmental Health’s Assessment Form as a guide to determine if the incident requires regulatory reporting to the California Emergency
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Management Agency, County Department of Environmental Health, Hazardous Materials Division, the National Response Center, or any other pertinent regulatory agency. See the Contract appendices for a copy of County Department of Environmental Health's Assessment form.

- W. Untimely reporting of a chemical release or threatened release shall subject the Contractor to fines and penalties by the County of San Diego and any other pertinent regulatory agency.
 - X. Chemical releases or threatened releases involving gas, liquid, or solid hazardous materials or hazardous waste shall be immediately reported to the City.
 - Y. Chemical releases caused by the Contractor and any contaminated media (rags, absorbents, soil, etc.) shall be immediately contained, cleaned up, and handled as hazardous waste by a certified Abatement Contractor trained for the type of hazard present, at the Contractor's expense. The media shall be handled as hazardous waste unless a complete hazardous waste determination, as coordinated by the City, identifies the waste to be non-hazardous.
 - AA. A Chemical Release Report Form or similar document shall be completed and emailed to the Contract Administrator or City designee promptly, this must occur within 4 hours of the chemical release. This includes all release incidents of hazardous materials or hazardous wastes for any size release that required regulatory reporting as determined by the County Department of Environmental Health's Assessment form. The Contract appendices contain a blank Chemical Release Report Form.
-

Appendix A

Building Access Protocol

Procedures to enter 101 Ash Street building during restricted access status:

1. Any visitor(s) [internal & external] requesting access to the building's restricted areas must submit the following documentation for evaluation and approval 72 hours in advance to the desired entry date:
 - 1.A Training Certificates: For the purpose of conducting walkthroughs and inspections, 1) a 2-hour Asbestos Awareness training certificate at a minimum. Additional acceptable asbestos training certifications are; AHERA Building Inspector, AHERA Supervisor, AHERA Worker, 16 Hour Operations and maintenance (O&M); and 2) a Respiratory Protection (RP) and Personal Protection Equipment (PPE) training will be required (required yearly).
 - 1.B Medical clearance for person(s) to use RP. (required yearly).
 - 1.C Current Respirator Fit Test certificate (required yearly).
 - 1.D In case of Asbestos Containing Materials (ACM) are potentially to be disturbed, a 16-Hour Operations and Maintenance (O&M) training certificate is required. Training shall include an RP and PPE training (required yearly).
2. Upon access granted in writing by City Staff, visitor(s) shall check-in with building security and sign-in. Visitor(s) will then have to read and acknowledge the restricted areas access protocols.
3. Visitor(s) will be escorted by City personnel to the clean area outside the decontamination area and will put on disposable protective clothing. Acceptable protective clothing may include but is not limited to full body covering, foot covering, head covering, gloves, eye protection, and hard hats.
4. Tape protective clothing as necessary to prevent trip hazards when walking.
5. Put on respirator. Do user seal check (negative/positive check).
6. From clean area, enter through the decontamination area. One alternate emergency exit shall remain unlocked during hours of access to the restricted areas.
7. Personnel will be escorted at all times by City of San Diego staff.

Procedure to exit 101 Ash Street building during restricted access status:

1. Any visitor(s) leaving the restricted area is required to strictly follow the below listed procedures:
 2. Before entering the decontamination area from the restricted area, remove all visible gross debris with wet cloths or HEPA vacuum. No blowing, shaking or brushing debris from suits.
 3. Inside the decontamination area, remove all protective clothing only (RP shall remain on). Deposit in labeled bags or containers the disposable protective clothing only.
 4. Wet-wipe reusable equipment including but not limited to hard hats, and
-

goggles.

5. At wash area, wet-wipe hands then remove respirator. Wet-wipe RP. If filters are to be reused, cover them with duct tape.
 6. Step out into clean area. Collect items left in this area.
 7. Sign-out at building security and exit the building.
-

APPENDIX B

List of Known ACM Building Materials
101 Ash St. San Diego, CA 92101

| Type of Material | Material Location |
|----------------------------------|---|
| Fire proofing | Throughout building, sprayed on all structural steel beams, columns and decking |
| Floor tile mastic | All floors (except 1, 3, 19) |
| Thermal System Insulation (TSI) | Floors 2, 20, 21 in mechanical rooms |
| TSI | Pipe elbows on level A and in the plumbing chases throughout the building |
| Fire Rated Doors | Throughout the building |
| Fire Rated Drywall System (joint | Building Core on all floors |

EXHIBIT D: SCHEDULED BUILDING OPERATIONS LIST

| TYPE | BUILDING | SCHEDULE | DESCRIPTION OF SERVICE | EQUIPMENT LIST/SF CCP/KC | EQUIPMENT LIST/SF ASH | NOTES: CCP/KC/ASH |
|-------------------------------------|--------------------|--------------------|---|---|--|--|
| JANITORIAL | JANITORIAL | JANITORIAL | JANITORIAL | JANITORIAL | JANITORIAL | JANITORIAL |
| Daily Janitorial Service/Supplies | CCP/KC | 5x week | Clean/trash/recycling Monday-Friday Night | 32,475 SF (KC) 268,500sf CCP) | N/A | Less 10,000SF for basement (KC) less 10,648SF (CCP)Engineers office/shop on the 1st floor, security office and Café on the 4th floor, and the mechanical room/fan rooms on every floor |
| Day Porter | CCP/KC | 5x week | Tidy/restock restrooms, keep lobby clean, wipe down lobby doors, clean up spills, etc. as necessary | Flat Fee | N/A | 90/10 split between CCP/KC |
| Daily Covid Cleaning | CCP/KC | 5x week | 12 hrs. per day, 5x week, one cleaning at 11am and one at 2pm/all common areas, conference room tables, break rooms, doorknobs, keypads, button pads, elevators, restrooms, handrails, handles/Site reports for tracking provided weekly to READ/ 2 Day Porters | Flat Fee | N/A | Flat Fee |
| Common Area Carpet Cleaning | CCP | Qtrly | Shampoo hallways and lobbies on all floors | SF TBD at Site Walk | N/A | N/A |
| Carpet Cleaning - Elevators | CCP | Bi-weekly | 5 elevators (Freight doesn't have carpet) | Flat Fee | N/A | N/A |
| Swing Stage Inspection | CCP | Bi-annual | Pre wash inspection | Tirak one man bucket system | N/A | tied to window washing schedule |
| Window Washing | CCP | Bi-annual | Exterior Only | N/A | N/A | N/A |
| Window Washing | KC | Annual | Exterior Only | N/A | N/A | windows washed manually |
| Trash Service | CCP/KC | Weekly | Weekly Trash and Recycling Services | 3 waster container 2 cubic yard, 15 lifts per week.3 recycle container 2 cubic yards, 9 lifts per week, 1 waste container 2 cubic yard, 1 lift per week | N/A | N/A |
| HVAC | HVAC | HVAC | HVAC | HVAC | HVAC | HVAC |
| Chiller Maintenance | KC | Qtrly | Qtrly Maintenance Proposal needed | 100 Ton Air cooled York Chiller | N/A | City has chilled water contract for Ash and CCP |
| Boiler Inspection | CCP/KC | Annual | Annual inspection proposal needed | (KC has one Raypak 770,000 BTU Boiler)(CCP has one million BTU boiler 750,000 BTU Domestic | There are no boilers in service. One boiler for the telephone room water cooling system (not in service), on the 3 rd floor roof. Unable to access it because the doors to the roof have been taped off for asbestos containment. | KC has heating boiler & hot water boiler |
| Variable frequency Drive Inspection | CCP | Annual | Annual inspection proposal needed | 4 Yaskawa VFD's, 2 Armstrong VFD's | N/A | |
| HVAC Maintenance Elevator Room | CCP | Quarterly | Qtrly Maintenance Proposal needed | one Carrier 5 ton AC Unit | N/A | AC not needed for KC elevator room (vents remove heat) |
| Closed Loop Testing | CCP/KC | Annual | Closed loop testing of chemicals in the HVAC system | 1 at CCP/2 at KC | N/A | |
| 7th Floor HVAC Unit IDF Room | CCP | Qtrly | Qtrly Maintenance Proposal needed | Fujitsu 2 Ton A/C Split System | N/A | |
| PLUMBING | PLUMBING | PLUMBING | PLUMBING | PLUMBING | PLUMBING | PLUMBING |
| Sump Pump Valve Replacement | CCP | Annual | Annual Inspection Proposal needed | 2 check valves on P-3 for 2 sump pumps | N/A | |
| Backflow Inspections | CCP/KC/Ash | Annual | Annual Inspection Proposal needed | 5 at KC, 1 at CCP (domestic water and fire backflow in confined spaces, City handles) | 3/4" and (2x) 3" located under A street 8" fire pump room | |
| Snake all drains | KC | 2x year | Bi-Annual Proposal needed | TDB at Site Walk | N/A | |
| Restroom Sink Drain Line | CCP | 2x year | Bi-Annual Proposal needed | TDB at Site Walk | N/A | |
| Check valves Sewage | KC | As needed | as needed inspection and repairs | Sewage injection system/replace check valves as needed | N/A | |
| LANDSCAPING | LANDSCAPING | LANDSCAPING | LANDSCAPING | LANDSCAPING | LANDSCAPING | LANDSCAPING |
| Plaza east side cleaning | CCP | Weekly | pressure wash | SF TBD at Site Walk | N/A | |
| Exterior Pest Control | CCP/KC/Ash | 2x month | Service proposal needed | exterior pest control application/ incl. garage | | Ash 1x month only |

| TYPE | BUILDING | SCHEDULE | DESCRIPTION OF SERVICE | EQUIPMENT LIST/SF CCP/KC | EQUIPMENT LIST/SF ASH | NOTES: CCP/KC/ASH |
|--|--------------|---------------|--|---|--|--|
| Interior Plant Care | CCP | Monthly | 40 Plants | N/A | N/A | |
| Landscape Services | CCP/Ash | Weekly | Exterior Only | TBD at Site Walk | | |
| FLS/SECURITY | FLS/SECURITY | FLS/SECURITY | FLS/SECURITY | FLS/SECURITY | FLS/SECURITY | FLS/SECURITY |
| Security | CCP/KC/Ash | 24/7, 7x week | 24/7 Security provides security for the entire site, which consists of one office building, with a parking garage, and includes exterior patrols, and controlling access to the building | N/A | 24/7 Security provides security for the entire site, which consists of one office building, with a parking garage, and includes exterior patrols, and controlling access to the building | Security Professional Regular, Post Commander split 90/10 for CCP and KC |
| Generators | CCP/Ash | Qtrly/Annual | Qtrly and Annual Inspection Proposal needed | GE MX 150/200 KVA Kohler & ATS Testing and annual 2 hour load bank test | garage level A 60KW/Tower 21st Floor 225KW | Qtrly inspection Generators, Annual inspection, diesel fuel |
| Co2 sensors and Fan Maintenance Garage | CCP/Ash | Annual | Annual inspection proposal needed | 15 Costar Co2 sensors in P-1,P-2, P3 | Co2 sensors located throughout garage, fans on level A (2x) 49" exhaust fans | |
| Infrared Scan | CCP/KC/Ash | Annual | Annual inspection proposal needed | Supply thermographic images, photos, and written text outlined study, highlight any problems, provide tech to remove and replace all panel covers | N/A | |
| Fire Sprinkler Inspections | CCP/KC/Ash | Qtrly | Qtrly inspection needed | Combined Wet Pipe Fire Sprinkler System | N/A | |
| Fire Pump Test | CCP/Ash | Qtrly/Annual | Qtrly and Annual Inspection Proposal needed | 1 Detroit Diesel 139 HP engine/1 Peerless Pump | Garage level B Diesel & electric pumps both rated at 750gpm | |
| Fire Alarm Devices Inspection | CCP/KC/Ash | Annual | Annual alarm device inspection/certification | CCP-Edwards EST3, KC-Kidde FX-10 Series | | |
| Alarm Monitoring | CCP/KC/Ash | 24/7 | FLS Monitoring | N/A | N/A | |
| Roll Down Door Inspection | CCP/Ash | Annual | Annual inspection proposal needed | Annual inspection/citification of roll down door on the 3rd floor/CCP | Annual inspection of roll down door in parking garage | |
| Fire Extinguisher Inspection | CCP/KC/Ash | Annual | Annual inspection proposal needed | CCP -81/KC-28 | 160 fire extinguishers | |
| High Rise Inspection | CCP/Ash | Annual | Determined by SDFD | N/A | Determined by SDFD | Fire Department |

EXHIBIT E

2020-2021 Statement of Economic Interests



Form 700

A Public Document

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Helpful Resources

- Video Tutorials
- Reference Pamphlet
- Excel Version
- FAQs
- Gift and Travel Fact Sheet for State and Local Officials

California Fair Political Practices Commission

1102 Q Street, Suite 3000 • Sacramento, CA 95811

Email Advice: advice@fppc.ca.gov

Toll-free advice line: 1 (866) ASK-FPPC • 1 (866) 275-3772

Telephone: (916) 322-5660 • Website: www.fppc.ca.gov

December 2020

Quick Start Guide

Detailed instructions begin on page 3.

WHEN IS THE ANNUAL STATEMENT DUE?

- March 1 – Elected State Officers, Judges and Court Commissioners, State Board and Commission members listed in Government Code Section 87200
- April 1 – Most other filers

WHERE DO I FILE?

Most people file the Form 700 with their agency. If you're not sure where to file your Form 700, contact your filing officer or the person who asked you to complete it.

ITEMS TO NOTE!

- The Form 700 is a public document.
- Only filers serving in active military duty may receive an extension on the filing deadline.
- You must also report interests held by your spouse or registered domestic partner.
- Your agency's conflict of interest code will help you to complete the Form 700. You are encouraged to get your conflict of interest code from the person who asked you to complete the Form 700.

NOTHING TO REPORT?

Mark the "No reportable interests" box on Part 4 of the Cover Page, and submit only the signed Cover Page. Please review each schedule carefully!

| Schedule | Common Reportable Interests | Common Non-Reportable Interests |
|----------------------------------|---|--|
| A-1: Investments | Stocks, including those held in an IRA or 401K. Each stock must be listed. | Insurance policies, government bonds, diversified mutual funds, funds similar to diversified mutual funds. |
| A-2: Business Entities/Trusts | Business entities, sole proprietorships, partnerships, LLCs, corporations and trusts. (e.g., Form 1099 filers). | Savings and checking accounts, and annuities. |
| B: Real Property | Rental property in filer's jurisdiction, or within two miles of the boundaries of the jurisdiction. | A residence used exclusively as a personal residence (such as a home or vacation property). |
| C: Income | Non-governmental salaries. Note that filers are required to report only half of their spouse's or partner's salary. | Governmental salary (from school district, for example). |
| D: Gifts | Gifts from businesses, vendors, or other contractors (meals, tickets, etc.). | Gifts from family members. |
| E: Travel Payments | Travel payments from third parties (not your employer). | Travel paid by your government agency. |

Note: Like reportable interests, non-reportable interests may also create conflicts of interest and could be grounds for disqualification from certain decisions.

QUESTIONS?

- advice@fppc.ca.gov
- (866) 275-3772 Mon-Thurs, 9-11:30 a.m.

E-FILING ISSUES?

- If using your agency's system, please contact technical support at your agency.
- If using FPPC's e-filing system, write to form700@fppc.ca.gov.

What's New

Gift Limit Increase

The gift limit increased to **\$520** for calendar years **2021** and **2022**. The gift limit in 2020 was **\$500**.

Who must file:

- Elected and appointed officials and candidates listed in Government Code Section 87200
- Employees, appointed officials, and consultants filing pursuant to a conflict of interest code ("code filers").
Obtain your disclosure categories, which describe the interests you must report, from your agency; they are not part of the Form 700
- Candidates running for local elective offices that are designated in a conflict of interest code (e.g., county sheriffs, city clerks, school board trustees, and water board members)

Exception:

- Candidates for a county central committee are not required to file the Form 700.
- Members of newly created boards and commissions not yet covered under a conflict of interest code
- Employees in newly created positions of existing agencies

For more information, see Reference Pamphlet, page 3, at www.fppc.ca.gov.

Where to file:

87200 Filers

| | | |
|----------------------|---|-----------------------------|
| State offices | ⇒ | Your agency |
| Judicial offices | ⇒ | The clerk of your court |
| Retired Judges | ⇒ | Directly with FPPC |
| County offices | ⇒ | Your county filing official |
| City offices | ⇒ | Your city clerk |
| Multi-County offices | ⇒ | Your agency |

Code Filers — State and Local Officials, Employees, and Consultants Designated in a Conflict of Interest

Code: File with your agency, board, or commission unless otherwise specified in your agency's code (e.g., Legislative staff files directly with FPPC). In most cases, the agency, board, or commission will retain the statements.

Members of Boards and Commissions of Newly Created Agencies:

File with your newly created agency or with your agency's code reviewing body.

Employees in Newly Created Positions of Existing Agencies:

File with your agency or with your agency's code reviewing body. (See Reference Pamphlet, page 3.)

Candidates: File with your local elections office.

How to file:

The Form 700 is available at www.fppc.ca.gov. Form 700 schedules are also available in Excel format. All

statements must have an original "wet" signature or be duly authorized by your filing officer to file electronically under Government Code Section 87500.2.

When to file:

Annual Statements

⇒ March 1, 2021

- Elected State Officers
- Judges and Court Commissioners
- State Board and State Commission Members listed in Government Code Section 87200

⇒ April 1, 2021

- Most other filers

Individuals filing under conflict of interest codes in city and county jurisdictions should verify the annual filing date with their local filing officers.

Statements postmarked by the filing deadline are considered filed on time.

Statements of 30 pages or less may be emailed or faxed by the deadline as long as the originally signed paper version is sent by first class mail to the filing official within 24 hours.

Assuming Office and Leaving Office Statements

Most filers file within 30 days of assuming or leaving office or within 30 days of the effective date of a newly adopted or amended conflict of interest code.

Exception:

If you assumed office between October 1, 2020, and December 31, 2020, and filed an assuming office statement, you are not required to file an annual statement until March 1, 2022, or April 1, 2022, whichever is applicable. The annual statement will cover the day after you assumed office through December 31, 2021. (See Reference Pamphlet, page 6, for additional exceptions.)

Candidate Statements

File no later than the final filing date for the declaration of candidacy or nomination documents. A candidate statement is not required if you filed an assuming office or annual statement for the same jurisdiction within 60 days before filing a declaration of candidacy or other nomination documents.

Late Statements

There is no provision for filing deadline extensions unless the filer is serving in active military duty. (See page 19 for information on penalties and fines.)

Amendments

Statements may be amended at any time. You are only required to amend the schedule that needs to be revised. It is not necessary to amend the entire filed form. Obtain amendment schedules at www.fppc.ca.gov.

Types of Statements

Assuming Office Statement:

If you are a newly appointed official or are newly employed in a position designated, or that will be designated, in a state or local agency's conflict of interest code, your assuming office date is the date you were sworn in or otherwise authorized to serve in the position. If you are a newly elected official, your assuming office date is the date you were sworn in.

- Report: Investments, interests in real property, and business positions held on the date you assumed the office or position must be reported. In addition, income (including loans, gifts, and travel payments) received during the 12 months prior to the date you assumed the office or position.

For positions subject to confirmation by the State Senate or the Commission on Judicial Appointments, your assuming office date is the date you were appointed or nominated to the position.

- Example: Maria Lopez was nominated by the Governor to serve on a state agency board that is subject to state Senate confirmation. The assuming office date is the date Maria's nomination is submitted to the Senate. Maria must report investments, interests in real property, and business positions she holds on that date, and income (including loans, gifts, and travel payments) received during the 12 months prior to that date.

If your office or position has been added to a newly adopted or newly amended conflict of interest code, use the effective date of the code or amendment, whichever is applicable.

- Report: Investments, interests in real property, and business positions held on the effective date of the code or amendment must be reported. In addition, income (including loans, gifts, and travel payments) received during the 12 months prior to the effective date of the code or amendment.

Annual Statement:

Generally, the period covered is January 1, 2020, through December 31, 2020. If the period covered by the statement is different than January 1, 2020, through December 31, 2020, (for example, you assumed office between October 1, 2019, and December 31, 2019 or you are combining statements), you must specify the period covered.

- Investments, interests in real property, business positions held, and income (including loans, gifts, and travel payments) received during the period covered by the statement must be reported. Do not change the preprinted dates on Schedules A-1, A-2, and B unless you are required to report the acquisition or disposition of an interest that did not occur in 2020.

- If your disclosure category changes during a reporting period, disclose under the old category until the effective date of the conflict of interest code amendment and disclose under the new disclosure category through the end of the reporting period.

Leaving Office Statement:

Generally, the period covered is January 1, 2020, through the date you stopped performing the duties of your position. If the period covered differs from January 1, 2020, through the date you stopped performing the duties of your position (for example, you assumed office between October 1, 2019, and December 31, 2019, or you are combining statements), the period covered must be specified. The reporting period can cover parts of two calendar years.

- Report: Investments, interests in real property, business positions held, and income (including loans, gifts, and travel payments) received during the period covered by the statement. Do not change the preprinted dates on Schedules A-1, A-2, and B unless you are required to report the acquisition or disposition of an interest that did not occur in 2020.

Candidate Statement:

If you are filing a statement in connection with your candidacy for state or local office, investments, interests in real property, and business positions held on the date of filing your declaration of candidacy must be reported. In addition, income (including loans, gifts, and travel payments) received during the 12 months prior to the date of filing your declaration of candidacy is reportable. Do not change the preprinted dates on Schedules A-1, A-2, and B.

Candidates running for local elective offices (e.g., county sheriffs, city clerks, school board trustees, or water district board members) must file candidate statements, as required by the conflict of interest code for the elected position. The code may be obtained from the agency of the elected position.

Amendments:

If you discover errors or omissions on any statement, file an amendment as soon as possible. You are only required to amend the schedule that needs to be revised; it is not necessary to refile the entire form. Obtain amendment schedules from the FPPC website at www.fppc.ca.gov.

Note: Once you file your statement, you may not withdraw it. All changes must be noted on amendment schedules.

STATEMENT OF ECONOMIC INTERESTS
COVER PAGE
A PUBLIC DOCUMENT

Please type or print in ink.

NAME OF FILER (LAST) (FIRST) (MIDDLE)

1. Office, Agency, or Court

Agency Name (Do not use acronyms)

Division, Board, Department, District, if applicable Your Position

► If filing for multiple positions, list below or on an attachment. (Do not use acronyms)

Agency: Position:

2. Jurisdiction of Office (Check at least one box)

- State Judge, Retired Judge, Pro Tem Judge, or Court Commissioner (Statewide Jurisdiction)
- Multi-County County of
- City of Other

3. Type of Statement (Check at least one box)

- Annual:** The period covered is January 1, 2020, through December 31, 2020. **Leaving Office:** Date Left ____/____/____ (Check one circle.)
- or-** The period covered is ____/____/____, through December 31, 2020. The period covered is January 1, 2020, through the date of leaving office.
- Assuming Office:** Date assumed ____/____/____ **-or-** The period covered is ____/____/____, through the date of leaving office.
- Candidate:** Date of Election ____ and office sought, if different than Part 1: _____

4. Schedule Summary (must complete) ► Total number of pages including this cover page: _____

Schedules attached

- Schedule A-1 - Investments** – schedule attached **Schedule C - Income, Loans, & Business Positions** – schedule attached
- Schedule A-2 - Investments** – schedule attached **Schedule D - Income – Gifts** – schedule attached
- Schedule B - Real Property** – schedule attached **Schedule E - Income – Gifts – Travel Payments** – schedule attached

-or- **None - No reportable interests on any schedule**

5. Verification

MAILING ADDRESS STREET CITY STATE ZIP CODE
(Business or Agency Address Recommended - Public Document)

DAYTIME TELEPHONE NUMBER EMAIL ADDRESS
()

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information contained herein and in any attached schedules is true and complete. I acknowledge this is a public document.

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

Date Signed _____
(month, day, year)

Signature _____
(File the originally signed paper statement with your filing official.)

Instructions Cover Page

Enter your name, mailing address, and daytime telephone number in the spaces provided. **Because the Form 700 is a public document, you may list your business/office address instead of your home address.**

Part 1. Office, Agency, or Court

- Enter the name of the office sought or held, or the agency or court. Consultants must enter the public agency name rather than their private firm's name. (Examples: State Assembly; Board of Supervisors; Office of the Mayor; Department of Finance; Hope County Superior Court)
- Indicate the name of your division, board, or district, if applicable. (Examples: Division of Waste Management; Board of Accountancy; District 45). **Do not use acronyms.**
- Enter your position title. (Examples: Director; Chief Counsel; City Council Member; Staff Services Analyst)
- If you hold multiple positions (i.e., a city council member who also is a member of a county board or commission), you may be required to file statements with each agency. To simplify your filing obligations, you may complete an expanded statement.
 - To do this, enter the name of the other agency(ies) with which you are required to file and your position title(s) in the space provided. **Do not use acronyms.** Attach an additional sheet if necessary. Complete one statement covering the disclosure requirements for all positions. Each copy must contain an original signature. Therefore, before signing the statement, make a copy for each agency. Sign each copy with an original signature and file with each agency.

If you assume or leave a position after a filing deadline, you must complete a separate statement. For example, a city council member who assumes a position with a county special district after the April annual filing deadline must file a separate assuming office statement. In subsequent years, the city council member may expand his or her annual filing to include both positions.

Example:

Brian Bourne is a city council member for the City of Lincoln and a board member for the Camp Far West Irrigation District – a multi-county agency that covers Placer and Yuba counties. Brian will complete one Form 700 using full disclosure (as required for the city position) and covering interests in both Placer and Yuba counties (as required for the multi-county position) and list both positions on the Cover Page. Before signing the statement, Brian will make a copy and sign both statements. One statement will be filed with City of Lincoln and the other will be filed with Camp Far West Irrigation District. Both will contain an original signature.

Part 2. Jurisdiction of Office

- Check the box indicating the jurisdiction of your agency and, if applicable, identify the jurisdiction. Judges, judicial candidates, and court commissioners have statewide jurisdiction. All other filers should review the Reference Pamphlet, page 13, to determine their jurisdiction.

- If your agency is a multi-county office, list each county in which your agency has jurisdiction.
- If your agency is not a state office, court, county office, city office, or multi-county office (e.g., school districts, special districts and JPAs), check the “other” box and enter the county or city in which the agency has jurisdiction.

Example:

This filer is a member of a water district board with jurisdiction in portions of Yuba and Sutter Counties.

| | |
|---|---|
| 1. Office, Agency, or Court | |
| Agency Name (Do not use acronyms) Feather River Irrigation District | |
| Division, Board, Department, District, if applicable N/A | Your Position Board Member |
| ► If filing for multiple positions, list below or on an attachment. (Do not use acronyms) | |
| Agency: N/A | Position: |
| 2. Jurisdiction of Office (Check at least one box) | |
| <input type="checkbox"/> State | <input type="checkbox"/> Judge or Court Commissioner (Statewide Jurisdiction) |
| <input checked="" type="checkbox"/> Multi-County Yuba & Sutter Counties | <input type="checkbox"/> County of _____ |
| <input type="checkbox"/> City of _____ | <input type="checkbox"/> Other _____ |

Part 3. Type of Statement

Check at least one box. The period covered by a statement is determined by the type of statement you are filing. If you are completing a 2020 annual statement, **do not** change the pre-printed dates to reflect 2021. Your annual statement is used for reporting the **previous year's** economic interests. Economic interests for your annual filing covering January 1, 2021, through December 31, 2021, will be disclosed on your statement filed in 2022. See Reference Pamphlet, page 4.

Combining Statements: Certain types of statements may be combined. For example, if you leave office after January 1, but before the deadline for filing your annual statement, you may combine your annual and leaving office statements. File by the earliest deadline. Consult your filing officer or the FPPC.

Part 4. Schedule Summary

- Complete the Schedule Summary after you have reviewed each schedule to determine if you have reportable interests.
- Enter the total number of completed pages including the cover page and either check the box for each schedule you use to disclose interests; **or** if you have nothing to disclose on any schedule, check the “No reportable interests” box. Please **do not** attach any blank schedules.

Part 5. Verification

Complete the verification by signing the statement and entering the date signed. All statements must have an original “wet” signature or be duly authorized by your filing officer to file electronically under Government Code Section 87500.2.

When you sign your statement, you are stating, under penalty of perjury, that it is true and correct. Only the filer has authority to sign the statement. An unsigned statement is not considered filed and you may be subject to late filing penalties.

SCHEDULE A-1

Investments

Stocks, Bonds, and Other Interests

(Ownership Interest is Less Than 10%)

Investments must be itemized.

Do not attach brokerage or financial statements.

Name _____

► NAME OF BUSINESS ENTITY _____

GENERAL DESCRIPTION OF THIS BUSINESS _____

FAIR MARKET VALUE
 \$2,000 - \$10,000 \$10,001 - \$100,000
 \$100,001 - \$1,000,000 Over \$1,000,000

NATURE OF INVESTMENT
 Stock Other _____
(Describe)

Partnership Income Received of \$0 - \$499
 Income Received of \$500 or More (Report on Schedule C)

IF APPLICABLE, LIST DATE:
_____/_____/20 ____/_____/20
ACQUIRED DISPOSED

► NAME OF BUSINESS ENTITY _____

GENERAL DESCRIPTION OF THIS BUSINESS _____

FAIR MARKET VALUE
 \$2,000 - \$10,000 \$10,001 - \$100,000
 \$100,001 - \$1,000,000 Over \$1,000,000

NATURE OF INVESTMENT
 Stock Other _____
(Describe)

Partnership Income Received of \$0 - \$499
 Income Received of \$500 or More (Report on Schedule C)

IF APPLICABLE, LIST DATE:
_____/_____/20 ____/_____/20
ACQUIRED DISPOSED

► NAME OF BUSINESS ENTITY _____

GENERAL DESCRIPTION OF THIS BUSINESS _____

FAIR MARKET VALUE
 \$2,000 - \$10,000 \$10,001 - \$100,000
 \$100,001 - \$1,000,000 Over \$1,000,000

NATURE OF INVESTMENT
 Stock Other _____
(Describe)

Partnership Income Received of \$0 - \$499
 Income Received of \$500 or More (Report on Schedule C)

IF APPLICABLE, LIST DATE:
_____/_____/20 ____/_____/20
ACQUIRED DISPOSED

► NAME OF BUSINESS ENTITY _____

GENERAL DESCRIPTION OF THIS BUSINESS _____

FAIR MARKET VALUE
 \$2,000 - \$10,000 \$10,001 - \$100,000
 \$100,001 - \$1,000,000 Over \$1,000,000

NATURE OF INVESTMENT
 Stock Other _____
(Describe)

Partnership Income Received of \$0 - \$499
 Income Received of \$500 or More (Report on Schedule C)

IF APPLICABLE, LIST DATE:
_____/_____/20 ____/_____/20
ACQUIRED DISPOSED

► NAME OF BUSINESS ENTITY _____

GENERAL DESCRIPTION OF THIS BUSINESS _____

FAIR MARKET VALUE
 \$2,000 - \$10,000 \$10,001 - \$100,000
 \$100,001 - \$1,000,000 Over \$1,000,000

NATURE OF INVESTMENT
 Stock Other _____
(Describe)

Partnership Income Received of \$0 - \$499
 Income Received of \$500 or More (Report on Schedule C)

IF APPLICABLE, LIST DATE:
_____/_____/20 ____/_____/20
ACQUIRED DISPOSED

► NAME OF BUSINESS ENTITY _____

GENERAL DESCRIPTION OF THIS BUSINESS _____

FAIR MARKET VALUE
 \$2,000 - \$10,000 \$10,001 - \$100,000
 \$100,001 - \$1,000,000 Over \$1,000,000

NATURE OF INVESTMENT
 Stock Other _____
(Describe)

Partnership Income Received of \$0 - \$499
 Income Received of \$500 or More (Report on Schedule C)

IF APPLICABLE, LIST DATE:
_____/_____/20 ____/_____/20
ACQUIRED DISPOSED

Comments: _____

Instructions – Schedules A-1 and A-2 Investments

“Investment” means a financial interest in any business entity (including a consulting business or other independent contracting business) that is located in, doing business in, planning to do business in, or that has done business during the previous two years in your agency’s jurisdiction in which you, your spouse or registered domestic partner, or your dependent children had a direct, indirect, or beneficial interest totaling \$2,000 or more at any time during the reporting period. (See Reference Pamphlet, page 13.)

Reportable investments include:

- Stocks, bonds, warrants, and options, including those held in margin or brokerage accounts and managed investment funds (See Reference Pamphlet, page 13.)
- Sole proprietorships
- Your own business or your spouse’s or registered domestic partner’s business (See Reference Pamphlet, page 8, for the definition of “business entity.”)
- Your spouse’s or registered domestic partner’s investments even if they are legally separate property
- Partnerships (e.g., a law firm or family farm)
- Investments in reportable business entities held in a retirement account (See Reference Pamphlet, page 15.)
- If you, your spouse or registered domestic partner, and dependent children together had a 10% or greater ownership interest in a business entity or trust (including a living trust), you must disclose investments held by the business entity or trust. (See Reference Pamphlet, page 16, for more information on disclosing trusts.)
- Business trusts

You are not required to disclose:

- Government bonds, diversified mutual funds, certain funds similar to diversified mutual funds (such as exchange traded funds) and investments held in certain retirement accounts. (See Reference Pamphlet, page 13.) (Regulation 18237)
- Bank accounts, savings accounts, money market accounts and certificates of deposits
- Insurance policies
- Annuities
- Commodities
- Shares in a credit union
- Government bonds (including municipal bonds)
- Retirement accounts invested in non-reportable interests (e.g., insurance policies, mutual funds, or government bonds) (See Reference Pamphlet, page 15.)

- Government defined-benefit pension plans (such as CalPERS and CalSTRS plans)
- Certain interests held in a blind trust (See Reference Pamphlet, page 16.)

Use Schedule A-1 to report ownership of less than 10% (e.g., stock). Schedule C (Income) may also be required if the investment is not a stock or corporate bond. (See second example below.)

Use Schedule A-2 to report ownership of 10% or greater (e.g., a sole proprietorship).

To Complete Schedule A-1:

Do not attach brokerage or financial statements.

- Disclose the name of the business entity.
- Provide a general description of the business activity of the entity (e.g., pharmaceuticals, computers, automobile manufacturing, or communications).
- Check the box indicating the highest fair market value of your investment during the reporting period. If you are filing a candidate or an assuming office statement, indicate the fair market value on the filing date or the date you took office, respectively. (See page 20 for more information.)
- Identify the nature of your investment (e.g., stocks, warrants, options, or bonds).
- An acquired or disposed of date is only required if you initially acquired or entirely disposed of the investment interest during the reporting period. The date of a stock dividend reinvestment or partial disposal is not required. Generally, these dates will not apply if you are filing a candidate or an assuming office statement.

Examples:

Frank Byrd holds a state agency position. His conflict of interest code requires full disclosure of investments. Frank must disclose his stock holdings of \$2,000 or more in any company that is located in or does business in California, as well as those stocks held by his spouse or registered domestic partner and dependent children.

Alice Lance is a city council member. She has a 4% interest, worth \$5,000, in a limited partnership located in the city. Alice must disclose the partnership on Schedule A-1 and income of \$500 or more received from the partnership on Schedule C.

Reminders

- Do you know your agency’s jurisdiction?
- Did you hold investments at any time during the period covered by this statement?
- Code filers – your disclosure categories may only require disclosure of specific investments.

SCHEDULE A-2

Investments, Income, and Assets of Business Entities/Trusts

(Ownership Interest is 10% or Greater)

CALIFORNIA FORM 700

FAIR POLITICAL PRACTICES COMMISSION

Name _____

▶ 1. BUSINESS ENTITY OR TRUST

Name _____

Address (Business Address Acceptable) _____

Check one
 Trust, go to 2 Business Entity, complete the box, then go to 2

GENERAL DESCRIPTION OF THIS BUSINESS

| | | | | | |
|---|--|--------------|--------------|----------|----------|
| <p>FAIR MARKET VALUE</p> <input type="checkbox"/> \$0 - \$1,999 <input type="checkbox"/> \$2,000 - \$10,000 <input type="checkbox"/> \$10,001 - \$100,000 <input type="checkbox"/> \$100,001 - \$1,000,000 <input type="checkbox"/> Over \$1,000,000 | <p>IF APPLICABLE, LIST DATE:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">____/____/20</td> <td style="text-align: center;">____/____/20</td> </tr> <tr> <td style="text-align: center;">ACQUIRED</td> <td style="text-align: center;">DISPOSED</td> </tr> </table> | ____/____/20 | ____/____/20 | ACQUIRED | DISPOSED |
| ____/____/20 | ____/____/20 | | | | |
| ACQUIRED | DISPOSED | | | | |

NATURE OF INVESTMENT
 Partnership Sole Proprietorship _____ Other

YOUR BUSINESS POSITION _____

▶ 1. BUSINESS ENTITY OR TRUST

Name _____

Address (Business Address Acceptable) _____

Check one
 Trust, go to 2 Business Entity, complete the box, then go to 2

GENERAL DESCRIPTION OF THIS BUSINESS

| | | | | | |
|---|--|--------------|--------------|----------|----------|
| <p>FAIR MARKET VALUE</p> <input type="checkbox"/> \$0 - \$1,999 <input type="checkbox"/> \$2,000 - \$10,000 <input type="checkbox"/> \$10,001 - \$100,000 <input type="checkbox"/> \$100,001 - \$1,000,000 <input type="checkbox"/> Over \$1,000,000 | <p>IF APPLICABLE, LIST DATE:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">____/____/20</td> <td style="text-align: center;">____/____/20</td> </tr> <tr> <td style="text-align: center;">ACQUIRED</td> <td style="text-align: center;">DISPOSED</td> </tr> </table> | ____/____/20 | ____/____/20 | ACQUIRED | DISPOSED |
| ____/____/20 | ____/____/20 | | | | |
| ACQUIRED | DISPOSED | | | | |

NATURE OF INVESTMENT
 Partnership Sole Proprietorship _____ Other

YOUR BUSINESS POSITION _____

▶ 2. IDENTIFY THE GROSS INCOME RECEIVED (INCLUDE YOUR PRO RATA SHARE OF THE GROSS INCOME TO THE ENTITY/TRUST)

| | |
|---|---|
| <input type="checkbox"/> \$0 - \$499 | <input type="checkbox"/> \$10,001 - \$100,000 |
| <input type="checkbox"/> \$500 - \$1,000 | <input type="checkbox"/> OVER \$100,000 |
| <input type="checkbox"/> \$1,001 - \$10,000 | |

▶ 2. IDENTIFY THE GROSS INCOME RECEIVED (INCLUDE YOUR PRO RATA SHARE OF THE GROSS INCOME TO THE ENTITY/TRUST)

| | |
|---|---|
| <input type="checkbox"/> \$0 - \$499 | <input type="checkbox"/> \$10,001 - \$100,000 |
| <input type="checkbox"/> \$500 - \$1,000 | <input type="checkbox"/> OVER \$100,000 |
| <input type="checkbox"/> \$1,001 - \$10,000 | |

▶ 3. LIST THE NAME OF EACH REPORTABLE SINGLE SOURCE OF INCOME OF \$10,000 OR MORE (Attach a separate sheet if necessary.)

None or Names listed below

▶ 3. LIST THE NAME OF EACH REPORTABLE SINGLE SOURCE OF INCOME OF \$10,000 OR MORE (Attach a separate sheet if necessary.)

None or Names listed below

▶ 4. INVESTMENTS AND INTERESTS IN REAL PROPERTY HELD OR LEASED BY THE BUSINESS ENTITY OR TRUST

Check one box:
 INVESTMENT REAL PROPERTY

Name of Business Entity, if Investment, or Assessor's Parcel Number or Street Address of Real Property _____

Description of Business Activity or City or Other Precise Location of Real Property _____

| | | | | | |
|---|--|--------------|--------------|----------|----------|
| <p>FAIR MARKET VALUE</p> <input type="checkbox"/> \$2,000 - \$10,000 <input type="checkbox"/> \$10,001 - \$100,000 <input type="checkbox"/> \$100,001 - \$1,000,000 <input type="checkbox"/> Over \$1,000,000 | <p>IF APPLICABLE, LIST DATE:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">____/____/20</td> <td style="text-align: center;">____/____/20</td> </tr> <tr> <td style="text-align: center;">ACQUIRED</td> <td style="text-align: center;">DISPOSED</td> </tr> </table> | ____/____/20 | ____/____/20 | ACQUIRED | DISPOSED |
| ____/____/20 | ____/____/20 | | | | |
| ACQUIRED | DISPOSED | | | | |

NATURE OF INTEREST
 Property Ownership/Deed of Trust Stock Partnership

Leasehold _____ Yrs. remaining Other _____

Check box if additional schedules reporting investments or real property are attached

▶ 4. INVESTMENTS AND INTERESTS IN REAL PROPERTY HELD OR LEASED BY THE BUSINESS ENTITY OR TRUST

Check one box:
 INVESTMENT REAL PROPERTY

Name of Business Entity, if Investment, or Assessor's Parcel Number or Street Address of Real Property _____

Description of Business Activity or City or Other Precise Location of Real Property _____

| | | | | | |
|---|--|--------------|--------------|----------|----------|
| <p>FAIR MARKET VALUE</p> <input type="checkbox"/> \$2,000 - \$10,000 <input type="checkbox"/> \$10,001 - \$100,000 <input type="checkbox"/> \$100,001 - \$1,000,000 <input type="checkbox"/> Over \$1,000,000 | <p>IF APPLICABLE, LIST DATE:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">____/____/20</td> <td style="text-align: center;">____/____/20</td> </tr> <tr> <td style="text-align: center;">ACQUIRED</td> <td style="text-align: center;">DISPOSED</td> </tr> </table> | ____/____/20 | ____/____/20 | ACQUIRED | DISPOSED |
| ____/____/20 | ____/____/20 | | | | |
| ACQUIRED | DISPOSED | | | | |

NATURE OF INTEREST
 Property Ownership/Deed of Trust Stock Partnership

Leasehold _____ Yrs. remaining Other _____

Check box if additional schedules reporting investments or real property are attached

Comments: _____

Instructions – Schedule A-2

Investments, Income, and Assets of Business Entities/Trusts

Use Schedule A-2 to report investments in a business entity (including a consulting business or other independent contracting business) or trust (including a living trust) in which you, your spouse or registered domestic partner, and your dependent children, together or separately, had a 10% or greater interest, totaling \$2,000 or more, during the reporting period and which is located in, doing business in, planning to do business in, or which has done business during the previous two years in your agency's jurisdiction. (See Reference Pamphlet, page 13.) A trust located outside your agency's jurisdiction is reportable if it holds assets that are located in or doing business in the jurisdiction. Do not report a trust that contains non-reportable interests. For example, a trust containing only your personal residence not used in whole or in part as a business, your savings account, and some municipal bonds, is not reportable.

Also report on Schedule A-2 investments and real property held by that entity or trust if your pro rata share of the investment or real property interest was \$2,000 or more during the reporting period.

To Complete Schedule A-2:

Part 1. Disclose the name and address of the business entity or trust. If you are reporting an interest in a business entity, check "Business Entity" and complete the box as follows:

- Provide a general description of the business activity of the entity.
- Check the box indicating the highest fair market value of your investment during the reporting period.
- If you initially acquired or entirely disposed of this interest during the reporting period, enter the date acquired or disposed.
- Identify the nature of your investment.
- Disclose the job title or business position you held with the entity, if any (i.e., if you were a director, officer, partner, trustee, employee, or held any position of management). A business position held by your spouse is not reportable.

Part 2. Check the box indicating **your pro rata** share of the **gross** income received **by** the business entity or trust. This amount includes your pro rata share of the **gross** income **from** the business entity or trust, as well as your community property interest in your spouse's or registered domestic partner's share. Gross income is the total amount of income before deducting expenses, losses, or taxes.

Part 3. Disclose the name of each source of income that is located in, doing business in, planning to do business in, or that has done business during the previous two years in your agency's jurisdiction, as follows:

- Disclose each source of income and outstanding loan **to the business entity or trust** identified in Part 1 if your pro rata share of the **gross** income (including your community property interest in your spouse's or registered domestic partner's share) to the business entity or trust from that source was \$10,000 or more during the reporting

period. (See Reference Pamphlet, page 11, for examples.) Income from governmental sources may be reportable if not considered salary. See Regulation 18232. Loans from commercial lending institutions made in the lender's regular course of business on terms available to members of the public without regard to your official status are not reportable.

- Disclose each individual or entity that was a source of commission income of \$10,000 or more during the reporting period through the business entity identified in Part 1. (See Reference Pamphlet, page 8.)

You may be required to disclose sources of income located outside your jurisdiction. For example, you may have a client who resides outside your jurisdiction who does business on a regular basis with you. Such a client, if a reportable source of \$10,000 or more, must be disclosed.

Mark "None" if you do not have any reportable \$10,000 sources of income to disclose. Phrases such as "various clients" or "not disclosing sources pursuant to attorney-client privilege" are not adequate disclosure. (See Reference Pamphlet, page 14, for information on procedures to request an exemption from disclosing privileged information.)

Part 4. Report any investments or interests in real property held or leased **by the entity or trust** identified in Part 1 if your pro rata share of the interest held was \$2,000 or more during the reporting period. Attach additional schedules or use FPPC's Form 700 Excel spreadsheet if needed.

- Check the applicable box identifying the interest held as real property or an investment.
- If investment, provide the name and description of the business entity.
- If real property, report the precise location (e.g., an assessor's parcel number or address).
- Check the box indicating the highest fair market value of your interest in the real property or investment during the reporting period. (Report the fair market value of the portion of your residence claimed as a tax deduction if you are utilizing your residence for business purposes.)
- Identify the nature of your interest.
- Enter the date acquired or disposed only if you initially acquired or entirely disposed of your interest in the property or investment during the reporting period.

SCHEDULE B
Interests in Real Property
 (Including Rental Income)

Name _____

▶ ASSESSOR'S PARCEL NUMBER OR STREET ADDRESS _____

CITY _____

FAIR MARKET VALUE IF APPLICABLE, LIST DATE:

\$2,000 - \$10,000 _____/_____/20 _____/_____/20

\$10,001 - \$100,000 _____/_____/20 ACQUIRED DISPOSED

\$100,001 - \$1,000,000 _____/_____/20

Over \$1,000,000 _____/_____/20

NATURE OF INTEREST

Ownership/Deed of Trust Easement

Leasehold _____ _____

Yrs. remaining Other

IF RENTAL PROPERTY, GROSS INCOME RECEIVED

\$0 - \$499 \$500 - \$1,000 \$1,001 - \$10,000

\$10,001 - \$100,000 OVER \$100,000

SOURCES OF RENTAL INCOME: If you own a 10% or greater interest, list the name of each tenant that is a single source of income of \$10,000 or more.

None

▶ ASSESSOR'S PARCEL NUMBER OR STREET ADDRESS _____

CITY _____

FAIR MARKET VALUE IF APPLICABLE, LIST DATE:

\$2,000 - \$10,000 _____/_____/20 _____/_____/20

\$10,001 - \$100,000 _____/_____/20 ACQUIRED DISPOSED

\$100,001 - \$1,000,000 _____/_____/20

Over \$1,000,000 _____/_____/20

NATURE OF INTEREST

Ownership/Deed of Trust Easement

Leasehold _____ _____

Yrs. remaining Other

IF RENTAL PROPERTY, GROSS INCOME RECEIVED

\$0 - \$499 \$500 - \$1,000 \$1,001 - \$10,000

\$10,001 - \$100,000 OVER \$100,000

SOURCES OF RENTAL INCOME: If you own a 10% or greater interest, list the name of each tenant that is a single source of income of \$10,000 or more.

None

* You are not required to report loans from a commercial lending institution made in the lender's regular course of business on terms available to members of the public without regard to your official status. Personal loans and loans received not in a lender's regular course of business must be disclosed as follows:

NAME OF LENDER* _____

ADDRESS (Business Address Acceptable) _____

BUSINESS ACTIVITY, IF ANY, OF LENDER _____

INTEREST RATE _____ TERM (Months/Years) _____

_____% None

HIGHEST BALANCE DURING REPORTING PERIOD

\$500 - \$1,000 \$1,001 - \$10,000

\$10,001 - \$100,000 OVER \$100,000

Guarantor, if applicable

NAME OF LENDER* _____

ADDRESS (Business Address Acceptable) _____

BUSINESS ACTIVITY, IF ANY, OF LENDER _____

INTEREST RATE _____ TERM (Months/Years) _____

_____% None

HIGHEST BALANCE DURING REPORTING PERIOD

\$500 - \$1,000 \$1,001 - \$10,000

\$10,001 - \$100,000 OVER \$100,000

Guarantor, if applicable

Comments: _____

Instructions – Schedule B Interests in Real Property

Report interests in real property located in your agency's jurisdiction in which you, your spouse or registered domestic partner, or your dependent children had a direct, indirect, or beneficial interest totaling \$2,000 or more any time during the reporting period. Real property is also considered to be "within the jurisdiction" of a local government agency if the property or any part of it is located within two miles outside the boundaries of the jurisdiction or within two miles of any land owned or used by the local government agency. (See Reference Pamphlet, page 13.)

Interests in real property include:

- An ownership interest (including a beneficial ownership interest)
- A deed of trust, easement, or option to acquire property
- A leasehold interest (See Reference Pamphlet, page 14.)
- A mining lease
- An interest in real property held in a retirement account (See Reference Pamphlet, page 15.)
- An interest in real property held by a business entity or trust in which you, your spouse or registered domestic partner, and your dependent children together had a 10% or greater ownership interest (Report on Schedule A-2.)
- Your spouse's or registered domestic partner's interests in real property that are legally held separately by him or her

You are not required to report:

- A residence, such as a home or vacation cabin, used exclusively as a personal residence (However, a residence in which you rent out a room or for which you claim a business deduction may be reportable. If reportable, report the fair market value of the portion claimed as a tax deduction.)
- Some interests in real property held through a blind trust (See Reference Pamphlet, page 16.)
 - **Please note:** A non-reportable property can still be grounds for a conflict of interest and may be disqualifying.

To Complete Schedule B:

- Report the precise location (e.g., an assessor's parcel number or address) of the real property.
- Check the box indicating the fair market value of your interest in the property (regardless of what you owe on the property).
- Enter the date acquired or disposed only if you initially acquired or entirely disposed of your interest in the property during the reporting period.
- Identify the nature of your interest. If it is a leasehold,

Reminders

- Income and loans already reported on Schedule B are not also required to be reported on Schedule C.
- Real property already reported on Schedule A-2, Part 4 is not also required to be reported on Schedule B.
- Code filers – do your disclosure categories require disclosure of real property?

disclose the number of years remaining on the lease.

- If you received rental income, check the box indicating the gross amount you received.
- If you had a 10% or greater interest in real property and received rental income, list the name of the source(s) if your pro rata share of the gross income from any single tenant was \$10,000 or more during the reporting period. If you received a total of \$10,000 or more from two or more tenants acting in concert (in most cases, this will apply to married couples), disclose the name of each tenant. Otherwise, mark "None."
- Loans from a private lender that total \$500 or more and are secured by real property may be reportable. **Loans from commercial lending institutions made in the lender's regular course of business on terms available to members of the public without regard to your official status are not reportable.**

When reporting a loan:

- Provide the name and address of the lender.
- Describe the lender's business activity.
- Disclose the interest rate and term of the loan. For variable interest rate loans, disclose the conditions of the loan (e.g., Prime + 2) or the average interest rate paid during the reporting period. The term of a loan is the total number of months or years given for repayment of the loan at the time the loan was established.
- Check the box indicating the highest balance of the loan during the reporting period.
- Identify a guarantor, if applicable.

If you have more than one reportable loan on a single piece of real property, report the additional loan(s) on Schedule C.

Example:

Allison Gande is a city planning commissioner. During the reporting period, she received rental income of \$12,000, from a single tenant who rented property she owned in the city's jurisdiction. If Allison received \$6,000 each from two tenants, the tenants' names would not be required because no single tenant paid her \$10,000 or more. A married couple is considered a single tenant.

| | |
|--|--|
| ASSESSOR'S PARCEL NUMBER OR STREET ADDRESS 4600 24th Street | |
| CITY Sacramento | |
| FAIR MARKET VALUE <input type="checkbox"/> \$2,000 - \$10,000 <input type="checkbox"/> \$10,001 - \$100,000 <input checked="" type="checkbox"/> \$100,001 - \$1,000,000 <input type="checkbox"/> Over \$1,000,000 | IF APPLICABLE, LIST DATE: ____/____/19 XX ____/____/19 XX ACQUIRED DISPOSED |
| NATURE OF INTEREST <input type="checkbox"/> Ownership/Deed of Trust <input type="checkbox"/> Easement <input type="checkbox"/> Leasehold Yrs. remaining: _____ Other: _____ | |
| IF RENTAL PROPERTY, GROSS INCOME RECEIVED <input type="checkbox"/> \$0 - \$499 <input type="checkbox"/> \$500 - \$1,000 <input type="checkbox"/> \$1,001 - \$10,000 <input checked="" type="checkbox"/> \$10,001 - \$100,000 <input type="checkbox"/> OVER \$100,000 | |
| SOURCES OF RENTAL INCOME: If you own a 10% or greater interest, list the name of each tenant that is a single source of income of \$10,000 or more. <input type="checkbox"/> None Henry Wells | |
| NAME OF LENDER* Sophia Petroillo | |
| ADDRESS (Business Address Acceptable) 2121 Blue Sky Parkway, Sacramento | |
| BUSINESS ACTIVITY, IF ANY, OF LENDER Restaurant Owner | |
| INTEREST RATE 8 % <input type="checkbox"/> None | TERM (Months/Years) 15 Years |
| HIGHEST BALANCE DURING REPORTING PERIOD <input type="checkbox"/> \$500 - \$1,000 <input type="checkbox"/> \$1,001 - \$10,000 <input checked="" type="checkbox"/> \$10,001 - \$100,000 <input type="checkbox"/> OVER \$100,000 | |
| <input type="checkbox"/> Guarantor, if applicable | |
| Comments: _____ | |

SCHEDULE C

Income, Loans, & Business Positions

(Other than Gifts and Travel Payments)

CALIFORNIA FORM 700

FAIR POLITICAL PRACTICES COMMISSION

Name _____

▶ 1. INCOME RECEIVED
▶ 1. INCOME RECEIVED

NAME OF SOURCE OF INCOME _____

ADDRESS *(Business Address Acceptable)* _____

BUSINESS ACTIVITY, IF ANY, OF SOURCE _____

YOUR BUSINESS POSITION _____

GROSS INCOME RECEIVED No Income - Business Position Only

\$500 - \$1,000 \$1,001 - \$10,000

\$10,001 - \$100,000 OVER \$100,000

CONSIDERATION FOR WHICH INCOME WAS RECEIVED

Salary Spouse's or registered domestic partner's income
(For self-employed use Schedule A-2.)

Partnership (Less than 10% ownership. For 10% or greater use Schedule A-2.)

Sale of _____
(Real property, car, boat, etc.)

Loan repayment

Commission or Rental Income, list each source of \$10,000 or more

_____ *(Describe)*

Other _____
(Describe)

NAME OF SOURCE OF INCOME _____

ADDRESS *(Business Address Acceptable)* _____

BUSINESS ACTIVITY, IF ANY, OF SOURCE _____

YOUR BUSINESS POSITION _____

GROSS INCOME RECEIVED No Income - Business Position Only

\$500 - \$1,000 \$1,001 - \$10,000

\$10,001 - \$100,000 OVER \$100,000

CONSIDERATION FOR WHICH INCOME WAS RECEIVED

Salary Spouse's or registered domestic partner's income
(For self-employed use Schedule A-2.)

Partnership (Less than 10% ownership. For 10% or greater use Schedule A-2.)

Sale of _____
(Real property, car, boat, etc.)

Loan repayment

Commission or Rental Income, list each source of \$10,000 or more

_____ *(Describe)*

Other _____
(Describe)

▶ 2. LOANS RECEIVED OR OUTSTANDING DURING THE REPORTING PERIOD

* You are not required to report loans from a commercial lending institution, or any indebtedness created as part of a retail installment or credit card transaction, made in the lender's regular course of business on terms available to members of the public without regard to your official status. Personal loans and loans received not in a lender's regular course of business must be disclosed as follows:

NAME OF LENDER* _____

ADDRESS *(Business Address Acceptable)* _____

BUSINESS ACTIVITY, IF ANY, OF LENDER _____

HIGHEST BALANCE DURING REPORTING PERIOD

\$500 - \$1,000

\$1,001 - \$10,000

\$10,001 - \$100,000

OVER \$100,000

INTEREST RATE TERM (Months/Years)

_____ % None _____

SECURITY FOR LOAN

None Personal residence

Real Property _____
Street address

_____ *City*

Guarantor _____

Other _____
(Describe)

Comments: _____

Instructions – Schedule C

Income, Loans, & Business Positions

(Income Other Than Gifts and Travel Payments)

Reporting Income:

Report the source and amount of gross income of \$500 or more you received during the reporting period. Gross income is the total amount of income before deducting expenses, losses, or taxes and includes loans other than loans from a commercial lending institution. (See Reference Pamphlet, page 11.) You must also report the source of income to your spouse or registered domestic partner if your community property share was \$500 or more during the reporting period.

The source and income must be reported only if the source is located in, doing business in, planning to do business in, or has done business during the previous two years in your agency's jurisdiction. (See Reference Pamphlet, page 13.) Reportable sources of income may be further limited by your disclosure category located in your agency's conflict of interest code.

Reporting Business Positions:

You must report your job title with each reportable business entity even if you received no income during the reporting period. Use the comments section to indicate that no income was received.

Commonly reportable income and loans include:

- Salary/wages, per diem, and reimbursement for expenses including travel payments provided by your employer
- Community property interest (50%) in your spouse's or registered domestic partner's income - **report the employer's name and all other required information**
- Income from investment interests, such as partnerships, reported on Schedule A-1
- Commission income not required to be reported on Schedule A-2 (See Reference Pamphlet, page 8.)
- Gross income from any sale, including the sale of a house or car (Report your pro rata share of the total sale price.)
- Rental income not required to be reported on Schedule B
- Prizes or awards not disclosed as gifts
- Payments received on loans you made to others
- An honorarium received prior to becoming a public official (See Reference Pamphlet, page 10.)
- Incentive compensation (See Reference Pamphlet, page 12.)

Reminders

- Code filers – your disclosure categories may not require disclosure of all sources of income.
- If you or your spouse or registered domestic partner are self-employed, report the business entity on Schedule A-2.
- Do not disclose on Schedule C income, loans, or business positions already reported on Schedules A-2 or B.

You are not required to report:

- Salary, reimbursement for expenses or per diem, or social security, disability, or other similar benefit payments received by you or your spouse or registered domestic partner from a federal, state, or local government agency.
- Stock dividends and income from the sale of stock unless the source can be identified.
- Income from a PERS retirement account.

(See Reference Pamphlet, page 12.)

To Complete Schedule C:

Part 1. Income Received/Business Position Disclosure

- Disclose the name and address of each source of income or each business entity with which you held a business position.
- Provide a general description of the business activity if the source is a business entity.
- Check the box indicating the amount of gross income received.
- Identify the consideration for which the income was received.
- For income from commission sales, check the box indicating the gross income received and list the name of each source of commission income of \$10,000 or more. (See Reference Pamphlet, page 8.) **Note: If you receive commission income on a regular basis or have an ownership interest of 10% or more, you must disclose the business entity and the income on Schedule A-2.**
- Disclose the job title or business position, if any, that you held with the business entity, even if you did not receive income during the reporting period.

Part 2. Loans Received or Outstanding During the Reporting Period

- Provide the name and address of the lender.
- Provide a general description of the business activity if the lender is a business entity.
- Check the box indicating the highest balance of the loan during the reporting period.
- Disclose the interest rate and the term of the loan.
 - For variable interest rate loans, disclose the conditions of the loan (e.g., Prime + 2) or the average interest rate paid during the reporting period.
 - The term of the loan is the total number of months or years given for repayment of the loan at the time the loan was entered into.
- Identify the security, if any, for the loan.

SCHEDULE D
Income – Gifts

Name _____

▶ NAME OF SOURCE *(Not an Acronym)*

ADDRESS *(Business Address Acceptable)*

BUSINESS ACTIVITY, IF ANY, OF SOURCE

| DATE (mm/dd/yy) | VALUE | DESCRIPTION OF GIFT(S) |
|-----------------|----------|------------------------|
| ___/___/___ | \$ _____ | _____ |
| ___/___/___ | \$ _____ | _____ |
| ___/___/___ | \$ _____ | _____ |

▶ NAME OF SOURCE *(Not an Acronym)*

ADDRESS *(Business Address Acceptable)*

BUSINESS ACTIVITY, IF ANY, OF SOURCE

| DATE (mm/dd/yy) | VALUE | DESCRIPTION OF GIFT(S) |
|-----------------|----------|------------------------|
| ___/___/___ | \$ _____ | _____ |
| ___/___/___ | \$ _____ | _____ |
| ___/___/___ | \$ _____ | _____ |

▶ NAME OF SOURCE *(Not an Acronym)*

ADDRESS *(Business Address Acceptable)*

BUSINESS ACTIVITY, IF ANY, OF SOURCE

| DATE (mm/dd/yy) | VALUE | DESCRIPTION OF GIFT(S) |
|-----------------|----------|------------------------|
| ___/___/___ | \$ _____ | _____ |
| ___/___/___ | \$ _____ | _____ |
| ___/___/___ | \$ _____ | _____ |

▶ NAME OF SOURCE *(Not an Acronym)*

ADDRESS *(Business Address Acceptable)*

BUSINESS ACTIVITY, IF ANY, OF SOURCE

| DATE (mm/dd/yy) | VALUE | DESCRIPTION OF GIFT(S) |
|-----------------|----------|------------------------|
| ___/___/___ | \$ _____ | _____ |
| ___/___/___ | \$ _____ | _____ |
| ___/___/___ | \$ _____ | _____ |

▶ NAME OF SOURCE *(Not an Acronym)*

ADDRESS *(Business Address Acceptable)*

BUSINESS ACTIVITY, IF ANY, OF SOURCE

| DATE (mm/dd/yy) | VALUE | DESCRIPTION OF GIFT(S) |
|-----------------|----------|------------------------|
| ___/___/___ | \$ _____ | _____ |
| ___/___/___ | \$ _____ | _____ |
| ___/___/___ | \$ _____ | _____ |

▶ NAME OF SOURCE *(Not an Acronym)*

ADDRESS *(Business Address Acceptable)*

BUSINESS ACTIVITY, IF ANY, OF SOURCE

| DATE (mm/dd/yy) | VALUE | DESCRIPTION OF GIFT(S) |
|-----------------|----------|------------------------|
| ___/___/___ | \$ _____ | _____ |
| ___/___/___ | \$ _____ | _____ |
| ___/___/___ | \$ _____ | _____ |

Comments: _____

Instructions – Schedule D Income – Gifts

A gift is anything of value for which you have not provided equal or greater consideration to the donor. A gift is reportable if its fair market value is \$50 or more. In addition, multiple gifts totaling \$50 or more received during the reporting period from a single source must be reported.

It is the acceptance of a gift, not the ultimate use to which it is put, that imposes your reporting obligation. Except as noted below, you must report a gift even if you never used it or if you gave it away to another person.

If the exact amount of a gift is unknown, you must make a good faith estimate of the item's fair market value. Listing the value of a gift as "over \$50" or "value unknown" is not adequate disclosure. In addition, if you received a gift through an intermediary, you must disclose the name, address, and business activity of both the donor and the intermediary. You may indicate an intermediary either in the "source" field after the name or in the "comments" section at the bottom of Schedule D.

Commonly reportable gifts include:

- Tickets/passes to sporting or entertainment events
- Tickets/passes to amusement parks
- Parking passes not used for official agency business
- Food, beverages, and accommodations, including those provided in direct connection with your attendance at a convention, conference, meeting, social event, meal, or like gathering
- Rebates/discounts not made in the regular course of business to members of the public without regard to official status
- Wedding gifts (See Reference Pamphlet, page 16)
- An honorarium received prior to assuming office (You may report an honorarium as income on Schedule C, rather than as a gift on Schedule D, if you provided services of equal or greater value than the payment received. See Reference Pamphlet, page 10.)
- Transportation and lodging (See Schedule E.)
- Forgiveness of a loan received by you

Reminders

- Gifts from a single source are subject to a **\$500** limit in **2020**. (See Reference Pamphlet, page 10.)
- Code filers – you only need to report gifts from reportable sources.

Gift Tracking Mobile Application

- FPPC has created a gift tracking app for mobile devices that helps filers track gifts and provides a quick and easy way to upload the information to the Form 700. Visit FPPC's website to download the app.

You are not required to disclose:

- Gifts that were not used and that, within 30 days after receipt, were returned to the donor or delivered to a charitable organization or government agency without being claimed by you as a charitable contribution for tax purposes
- Gifts from your spouse or registered domestic partner, child, parent, grandparent, grandchild, brother, sister, and certain other family members (See Regulation 18942 for a complete list.). The exception does not apply if the donor was acting as an agent or intermediary for a reportable source who was the true donor.
- Gifts of similar value exchanged between you and an individual, other than a lobbyist registered to lobby your state agency, on holidays, birthdays, or similar occasions
- Gifts of informational material provided to assist you in the performance of your official duties (e.g., books, pamphlets, reports, calendars, periodicals, or educational seminars)
- A monetary bequest or inheritance (However, inherited investments or real property may be reportable on other schedules.)
- Personalized plaques or trophies with an individual value of less than \$250
- Campaign contributions
- Up to two tickets, for your own use, to attend a fundraiser for a campaign committee or candidate, or to a fundraiser for an organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. The ticket must be received from the organization or committee holding the fundraiser.
- Gifts given to members of your immediate family if the source has an established relationship with the family member and there is no evidence to suggest the donor had a purpose to influence you. (See Regulation 18943.)
- Free admission, food, and nominal items (such as a pen, pencil, mouse pad, note pad or similar item) available to all attendees, at the event at which the official makes a speech (as defined in Regulation 18950(b)(2)), so long as the admission is provided by the person who organizes the event.
- Any other payment not identified above, that would otherwise meet the definition of gift, where the payment is made by an individual who is not a lobbyist registered to lobby the official's state agency, where it is clear that the gift was made because of an existing personal or business relationship unrelated to the official's position and there is no evidence whatsoever at the time the gift is made to suggest the donor had a purpose to influence you.

To Complete Schedule D:

- Disclose the full name (not an acronym), address, and, if a business entity, the business activity of the source.
- Provide the date (month, day, and year) of receipt, and disclose the fair market value and description of the gift.

SCHEDULE E
Income – Gifts
Travel Payments, Advances,
and Reimbursements

Name _____

- Mark either the gift or income box.
- Mark the “501(c)(3)” box for a travel payment received from a nonprofit 501(c)(3) organization or the “Speech” box if you made a speech or participated in a panel. Per Government Code Section 89506, these payments may not be subject to the gift limit. However, they may result in a disqualifying conflict of interest.
- For gifts of travel, provide the travel destination.

| | |
|--|--|
| <p>▶ NAME OF SOURCE <i>(Not an Acronym)</i></p> <p>_____</p> <p>ADDRESS <i>(Business Address Acceptable)</i></p> <p>_____</p> <p>CITY AND STATE</p> <p>_____</p> <p><input type="checkbox"/> 501 (c)(3) or DESCRIBE BUSINESS ACTIVITY, IF ANY, OF SOURCE</p> <p>_____</p> <p>DATE(S): ___/___/___ - ___/___/___ AMT: \$ _____ <i>(If gift)</i></p> <p>▶ MUST CHECK ONE: <input type="checkbox"/> Gift -or- <input type="checkbox"/> Income</p> <p><input type="radio"/> Made a Speech/Participated in a Panel</p> <p><input type="radio"/> Other - Provide Description _____</p> <p>_____</p> <p>▶ If Gift, Provide Travel Destination _____</p> <p>_____</p> | <p>▶ NAME OF SOURCE <i>(Not an Acronym)</i></p> <p>_____</p> <p>ADDRESS <i>(Business Address Acceptable)</i></p> <p>_____</p> <p>CITY AND STATE</p> <p>_____</p> <p><input type="checkbox"/> 501 (c)(3) or DESCRIBE BUSINESS ACTIVITY, IF ANY, OF SOURCE</p> <p>_____</p> <p>DATE(S): ___/___/___ - ___/___/___ AMT: \$ _____ <i>(If gift)</i></p> <p>▶ MUST CHECK ONE: <input type="checkbox"/> Gift -or- <input type="checkbox"/> Income</p> <p><input type="radio"/> Made a Speech/Participated in a Panel</p> <p><input type="radio"/> Other - Provide Description _____</p> <p>_____</p> <p>▶ If Gift, Provide Travel Destination _____</p> <p>_____</p> |
| <p>▶ NAME OF SOURCE <i>(Not an Acronym)</i></p> <p>_____</p> <p>ADDRESS <i>(Business Address Acceptable)</i></p> <p>_____</p> <p>CITY AND STATE</p> <p>_____</p> <p><input type="checkbox"/> 501 (c)(3) or DESCRIBE BUSINESS ACTIVITY, IF ANY, OF SOURCE</p> <p>_____</p> <p>DATE(S): ___/___/___ - ___/___/___ AMT: \$ _____ <i>(If gift)</i></p> <p>▶ MUST CHECK ONE: <input type="checkbox"/> Gift -or- <input type="checkbox"/> Income</p> <p><input type="radio"/> Made a Speech/Participated in a Panel</p> <p><input type="radio"/> Other - Provide Description _____</p> <p>_____</p> <p>▶ If Gift, Provide Travel Destination _____</p> <p>_____</p> | <p>▶ NAME OF SOURCE <i>(Not an Acronym)</i></p> <p>_____</p> <p>ADDRESS <i>(Business Address Acceptable)</i></p> <p>_____</p> <p>CITY AND STATE</p> <p>_____</p> <p><input type="checkbox"/> 501 (c)(3) or DESCRIBE BUSINESS ACTIVITY, IF ANY, OF SOURCE</p> <p>_____</p> <p>DATE(S): ___/___/___ - ___/___/___ AMT: \$ _____ <i>(If gift)</i></p> <p>▶ MUST CHECK ONE: <input type="checkbox"/> Gift -or- <input type="checkbox"/> Income</p> <p><input type="radio"/> Made a Speech/Participated in a Panel</p> <p><input type="radio"/> Other - Provide Description _____</p> <p>_____</p> <p>▶ If Gift, Provide Travel Destination _____</p> <p>_____</p> |

Comments: _____

Instructions – Schedule E Travel Payments, Advances, and Reimbursements

Travel payments reportable on Schedule E include advances and reimbursements for travel and related expenses, including lodging and meals.

Gifts of travel may be subject to the gift limit. In addition, certain travel payments are reportable gifts, but are not subject to the gift limit. To avoid possible misinterpretation or the perception that you have received a gift in excess of the gift limit, you may wish to provide a specific description of the purpose of your travel. (See the FPPC fact sheet entitled "Limitations and Restrictions on Gifts, Honoraria, Travel, and Loans" to read about travel payments under section 89506(a).)

You are not required to disclose:

- Travel payments received from any state, local, or federal government agency for which you provided services equal or greater in value than the payments received, such as reimbursement for travel on agency business from your government agency employer.
- A payment for travel from another local, state, or federal government agency and related per diem expenses when the travel is for education, training or other inter-agency programs or purposes.
- Travel payments received from your employer in the normal course of your employment that are included in the income reported on Schedule C.
- A travel payment that was received from a nonprofit entity exempt from taxation under Internal Revenue Code Section 501(c)(3) for which you provided equal or greater consideration, such as reimbursement for travel on business for a 501(c)(3) organization for which you are a board member.

Note: Certain travel payments may not be reportable if reported via email on Form 801 by your agency.

To Complete Schedule E:

- Disclose the full name (not an acronym) and address of the source of the travel payment.
- Identify the business activity if the source is a business entity.
- Check the box to identify the payment as a gift or income, report the amount, and disclose the date(s).
 - **Travel payments are gifts** if you did not provide services that were equal to or greater in value than the payments received. You must disclose gifts totaling \$500 or more from a single source during the period covered by the statement.

When reporting travel payments that are gifts, you must provide a description of the gift, the **date(s)** received, and the **travel destination**.

- **Travel payments are income** if you provided services that were equal to or greater in value than the

payments received. You must disclose income totaling \$500 or more from a single source during the period covered by the statement. You have the burden of proving the payments are income rather than gifts. When reporting travel payments as income, you must describe the services you provided in exchange for the payment. You are not required to disclose the date(s) for travel payments that are income.

Example:

City council member MaryClaire Chandler is the chair of a 501(c)(6) trade association, and the association pays for her travel to attend its meetings. Because MaryClaire is deemed to be providing equal or greater consideration for the travel payment by virtue of serving on the board, this payment may be reported as income. Payments for MaryClaire to attend other events for which she is not providing services are likely considered gifts. Note that the same payment from a 501(c)(3) would NOT be reportable.

| | |
|---|--|
| <small>▶ NAME OF SOURCE (Not an Acronym)</small> | |
| Health Services Trade Association | |
| <small>ADDRESS (Business Address Acceptable)</small> | |
| 1230 K Street, Suite 610 | |
| <small>CITY AND STATE</small> | |
| Sacramento, CA | |
| <input type="checkbox"/> 501 (c)(3) or DESCRIBE BUSINESS ACTIVITY, IF ANY, OF SOURCE | |
| Association of Healthcare Workers | |
| <small>DATE(S):</small> ___/___/___ <small>(if gift)</small> <small>AMT: \$</small> 550.00 | |
| <small>▶ MUST CHECK ONE:</small> <input type="checkbox"/> Gift <small>-or-</small> <input checked="" type="checkbox"/> Income | |
| <input type="radio"/> Made a Speech/Participated in a Panel | |
| <input checked="" type="radio"/> Other - Provide Description <u>Travel reimbursement for board meeting.</u> | |
| <small>▶ If Gift, Provide Travel Destination</small> _____ | |

Example:

Mayor Kim travels to China on a trip organized by China Silicon Valley Business Development, a California nonprofit, 501(c)(6) organization. The Chengdu Municipal People's Government pays for Mayor Kim's airfare and travel costs, as well as his meals and lodging during the trip. The trip's agenda shows that the trip's purpose is to promote job creation and economic activity in China and in Silicon Valley, so the trip is reasonably related to a governmental purpose. Thus, Mayor Kim must report the gift of travel,

| | |
|---|--|
| <small>▶ NAME OF SOURCE (Not an Acronym)</small> | |
| Chengdu Municipal People's Government | |
| <small>ADDRESS (Business Address Acceptable)</small> | |
| 2 Caoshi St. CaoShiJie, Qingyang Qu, Chengdu Shi, | |
| <small>CITY AND STATE</small> | |
| Sichuan Sheng, China, 610000 | |
| <input type="checkbox"/> 501 (c)(3) or DESCRIBE BUSINESS ACTIVITY, IF ANY, OF SOURCE | |
| <small>DATE(S):</small> <u>09</u> / <u>04</u> / <u>XX</u> <small>(if gift)</small> <small>AMT: \$</small> 3,874.38 | |
| <small>▶ MUST CHECK ONE:</small> <input checked="" type="checkbox"/> Gift <small>-or-</small> <input type="checkbox"/> Income | |
| <input type="radio"/> Made a Speech/Participated in a Panel | |
| <input checked="" type="radio"/> Other - Provide Description <u>Travel reimbursement for trip to China.</u> | |
| <small>▶ If Gift, Provide Travel Destination</small> <u>Sichuan Sheng, China</u> | |

but the gift is exempt from the gift limit. In this case, the travel payments are not subject to the gift limit because the source is a foreign government and because the travel is reasonably related to a governmental purpose. (Section 89506(a)(2).) Note that Mayor Kim could be disqualified from participating in or making decisions about The Chengdu Municipal People's Government for 12 months. Also note that if China Silicon Valley Business Development (a 501(c)(6) organization) paid for the travel costs rather than the governmental organization, the payments would be subject to the gift limits. (See the FPPC fact sheet, Limitations and Restrictions on Gifts, Honoraria, Travel and Loans, at www.fppc.ca.gov.)

Restrictions and Prohibitions

The Political Reform Act (Gov. Code Sections 81000-91014) requires most state and local government officials and employees to publicly disclose their personal assets and income. They also must disqualify themselves from participating in decisions that may affect their personal economic interests. The Fair Political Practices Commission (FPPC) is the state agency responsible for issuing the attached Statement of Economic Interests, Form 700, and for interpreting the law's provisions.

Gift Prohibition

Gifts received by most state and local officials, employees, and candidates are subject to a limit. In 2021-2022, the gift limit increased to \$520 from a single source during a calendar year. In 2019 and 2020, the gift limit was \$500 from a single source during a calendar year.

Additionally, state officials, state candidates, and certain state employees are subject to a \$10 limit per calendar month on gifts from lobbyists and lobbying firms registered with the Secretary of State. See Reference Pamphlet, page 10.

State and local officials and employees should check with their agency to determine if other restrictions apply.

Disqualification

Public officials are, under certain circumstances, required to disqualify themselves from making, participating in, or attempting to influence governmental decisions that will affect their economic interests. This may include interests they are not required to disclose. For example, a personal residence is often not reportable, but may be grounds for disqualification. Specific disqualification requirements apply to 87200 filers (e.g., city councilmembers, members of boards of supervisors, planning commissioners, etc.). These officials must publicly identify the economic interest that creates a conflict of interest and leave the room before a discussion or vote takes place at a public meeting. For more information, consult Government Code Section 87105, Regulation 18707, and the Guide to Recognizing Conflicts of Interest page at www.fppc.ca.gov.

Honorarium Ban

Most state and local officials, employees, and candidates are prohibited from accepting an honorarium for any speech given, article published, or attendance at a conference, convention, meeting, or like gathering. (See Reference Pamphlet, page 10.)

Loan Restrictions

Certain state and local officials are subject to restrictions

on loans. (See Reference Pamphlet, page 14.)

Post-Governmental Employment

There are restrictions on representing clients or employers before former agencies. The provisions apply to elected state officials, most state employees, local elected officials, county chief administrative officers, city managers, including the chief administrator of a city, and general managers or chief administrators of local special districts and JPAs. The FPPC website has fact sheets explaining the provisions.

Late Filing

The filing officer who retains originally-signed or electronically filed statements of economic interests may impose on an individual a fine for any statement that is filed late. The fine is \$10 per day up to a maximum of \$100. Late filing penalties may be reduced or waived under certain circumstances.

Persons who fail to timely file their Form 700 may be referred to the FPPC's Enforcement Division (and, in some cases, to the Attorney General or district attorney) for investigation and possible prosecution. In addition to the late filing penalties, a fine of up to \$5,000 per violation may be imposed.

For assistance concerning reporting, prohibitions, and restrictions under the Act:

- Email questions to advice@fppc.ca.gov.
- Call the FPPC toll-free at (866) 275-3772.

Form 700 is a Public Document Public Access Must Be Provided

Statements of Economic Interests are public documents. The filing officer must permit any member of the public to inspect and receive a copy of any statement.

- Statements must be available as soon as possible during the agency's regular business hours, but in any event not later than the second business day after the statement is received. Access to the Form 700 is not subject to the Public Records Act procedures.
- No conditions may be placed on persons seeking access to the forms.
- No information or identification may be required from persons seeking access.
- Reproduction fees of no more than 10 cents per page may be charged.

Questions and Answers

General

- Q. What is the reporting period for disclosing interests on an assuming office statement or a candidate statement?
- A. On an assuming office statement, disclose all reportable investments, interests in real property, and business positions held on the date you assumed office. In addition, you must disclose income (including loans, gifts and travel payments) received during the 12 months prior to the date you assumed office.
- On a candidate statement, disclose all reportable investments, interests in real property, and business positions held on the date you file your declaration of candidacy. You must also disclose income (including loans, gifts and travel payments) received during the 12 months prior to the date you file your declaration of candidacy.
- Q. I hold two other board positions in addition to my position with the county. Must I file three statements of economic interests?
- A. Yes, three are required. However, you may complete one statement listing the county and the two boards on the Cover Page or an attachment as the agencies for which you will be filing. Report your economic interests using the largest jurisdiction and highest disclosure requirements assigned to you by the three agencies. Make two copies of the entire statement before signing it, sign each copy with an original signature, and distribute one original to the county and to each of the two boards. Remember to complete separate statements for positions that you leave or assume during the year.
- Q. I am a department head who recently began acting as city manager. Should I file as the city manager?
- A. Yes. File an assuming office statement as city manager. Persons serving as “acting,” “interim,” or “alternate” must file as if they hold the position because they are or may be performing the duties of the position.
- Q. My spouse and I are currently separated and in the process of obtaining a divorce. Must I still report my spouse’s income, investments, and interests in real property?
- A. Yes. A public official must continue to report a spouse’s economic interests until such time as dissolution of marriage proceedings is final. However, if a separate property agreement has been reached prior to that time, your estranged spouse’s income may not have to be reported. Contact the FPPC for more information.

- Q. As a designated employee, I left one state agency to work for another state agency. Must I file a leaving office statement?
- A. Yes. You may also need to file an assuming office statement for the new agency.

Investment Disclosure

- Q. I have an investment interest in shares of stock in a company that does not have an office in my jurisdiction. Must I still disclose my investment interest in this company?
- A. Probably. The definition of “doing business in the jurisdiction” is not limited to whether the business has an office or physical location in your jurisdiction. (See Reference Pamphlet, page 13.)
- Q. My spouse and I have a living trust. The trust holds rental property in my jurisdiction, our primary residence, and investments in diversified mutual funds. I have full disclosure. How is this trust disclosed?
- A. Disclose the name of the trust, the rental property and its income on Schedule A-2. Your primary residence and investments in diversified mutual funds registered with the SEC are not reportable.
- Q. I am required to report all investments. I have an IRA that contains stocks through an account managed by a brokerage firm. Must I disclose these stocks even though they are held in an IRA and I did not decide which stocks to purchase?
- A. Yes. Disclose on Schedule A-1 or A-2 any stock worth \$2,000 or more in a business entity located in or doing business in your jurisdiction.
- Q. The value of my stock changed during the reporting period. How do I report the value of the stock?
- A. You are required to report the highest value that the stock reached during the reporting period. You may use your monthly statements to determine the highest value. You may also use the entity’s website to determine the highest value. You are encouraged to keep a record of where you found the reported value. Note that for an assuming office statement, you must report the value of the stock on the date you assumed office.

Questions and Answers Continued

Q. I am the sole owner of my business, an S-Corporation. I believe that the nature of the business is such that it cannot be said to have any "fair market value" because it has no assets. I operate the corporation under an agreement with a large insurance company. My contract does not have resale value because of its nature as a personal services contract. Must I report the fair market value for my business on Schedule A-2 of the Form 700?

A. Yes. Even if there are no *tangible* assets, intangible assets, such as relationships with companies and clients are commonly sold to qualified professionals. The "fair market value" is often quantified for other purposes, such as marital dissolutions or estate planning. In addition, the IRS presumes that "personal services corporations" have a fair market value. A professional "book of business" and the associated goodwill that generates income are not without a determinable value. The Form 700 does not require a precise fair market value; it is only necessary to check a box indicating the broad range within which the value falls.

Q. I own stock in IBM and must report this investment on Schedule A-1. I initially purchased this stock in the early 1990s; however, I am constantly buying and selling shares. Must I note these dates in the "Acquired" and "Disposed" fields?

A. No. You must only report dates in the "Acquired" or "Disposed" fields when, during the reporting period, you initially purchase a reportable investment worth \$2,000 or more or when you dispose of the entire investment. You are not required to track the partial trading of an investment.

Q. On last year's filing I reported stock in Encoe valued at \$2,000 - \$10,000. Late last year the value of this stock fell below and remains at less than \$2,000. How should this be reported on this year's statement?

A. You are not required to report an investment if the value was less than \$2,000 during the **entire** reporting period. However, because a disposed date is not required for stocks that fall below \$2,000, you may want to report the stock and note in the "comments" section that the value fell below \$2,000. This would be for informational purposes only; it is not a requirement.

Q. We have a Section 529 account set up to save money for our son's college education. Is this reportable?

A. If the Section 529 account contains reportable interests (e.g., common stock valued at \$2,000 or more), those interests are reportable (not the actual Section 529 account). If the account contains solely mutual funds, then nothing is reported.

Income Disclosure

Q. I reported a business entity on Schedule A-2. Clients of my business are located in several states. Must I report all clients from whom my pro rata share of income is \$10,000 or more on Schedule A-2, Part 3?

A. No, only the clients located in or doing business on a regular basis in your jurisdiction must be disclosed.

Q. I believe I am not required to disclose the names of clients from whom my pro rata share of income is \$10,000 or more on Schedule A-2 because of their right to privacy. Is there an exception for reporting clients' names?

A. Regulation 18740 provides a procedure for requesting an exemption to allow a client's name not to be disclosed if disclosure of the name would violate a legally recognized privilege under California or Federal law. This regulation may be obtained from our website at www.fppc.ca.gov. (See Reference Pamphlet, page 14.)

Q. I am sole owner of a private law practice that is not reportable based on my limited disclosure category. However, some of the sources of income to my law practice are from reportable sources. Do I have to disclose this income?

A. Yes, even though the law practice is not reportable, reportable sources of income to the law practice of \$10,000 or more must be disclosed. This information would be disclosed on Schedule C with a note in the "comments" section indicating that the business entity is not a reportable investment. The note would be for informational purposes only; it is not a requirement.

Questions and Answers Continued

Q. I am the sole owner of my business. Where do I disclose my income - on Schedule A-2 or Schedule C?

A. Sources of income to a business in which you have an ownership interest of 10% or greater are disclosed on Schedule A-2. (See Reference Pamphlet, page 8.)

Q. My husband is a partner in a four-person firm where all of his business is based on his own billings and collections from various clients. How do I report my community property interest in this business and the income generated in this manner?

A. If your husband's investment in the firm is 10% or greater, disclose 100% of his share of the business on Schedule A-2, Part 1 and 50% of his income on Schedule A-2, Parts 2 and 3. For example, a client of your husband's must be a source of at least \$20,000 during the reporting period before the client's name is reported.

Q. How do I disclose my spouse's or registered domestic partner's salary?

A. Report the name of the employer as a source of income on Schedule C.

Q. I am a doctor. For purposes of reporting \$10,000 sources of income on Schedule A-2, Part 3, are the patients or their insurance carriers considered sources of income?

A. If your patients exercise sufficient control by selecting you instead of other doctors, then your patients, rather than their insurance carriers, are sources of income to you. (See Reference Pamphlet, page 14.)

Q. I received a loan from my grandfather to purchase my home. Is this loan reportable?

A. No. Loans received from family members are not reportable.

Q. Many years ago, I loaned my parents several thousand dollars, which they paid back this year. Do I need to report this loan repayment on my Form 700?

A. No. Payments received on a loan made to a family member are not reportable.

Real Property Disclosure

Q. During this reporting period we switched our principal place of residence into a rental. I have full disclosure and the property is located in my agency's jurisdiction, so it is now reportable. Because I have not reported this property before, do I need to show an "acquired" date?

A. No, you are not required to show an "acquired" date because you previously owned the property. However, you may want to note in the "comments" section that the property was not previously reported because it was used exclusively as your residence. This would be for informational purposes only; it is not a requirement.

Q. I am a city manager, and I own a rental property located in an adjacent city, but one mile from the city limit. Do I need to report this property interest?

A. Yes. You are required to report this property because it is located within 2 miles of the boundaries of the city you manage.

Q. Must I report a home that I own as a personal residence for my daughter?

A. You are not required to disclose a home used as a personal residence for a family member unless you receive income from it, such as rental income.

Q. I am a co-signer on a loan for a rental property owned by a friend. Since I am listed on the deed of trust, do I need to report my friend's property as an interest in real property on my Form 700?

A. No. Simply being a co-signer on a loan for property does not create a reportable interest in real property for you.

Gift Disclosure

Q. If I received a reportable gift of two tickets to a concert valued at \$100 each, but gave the tickets to a friend because I could not attend the concert, do I have any reporting obligations?

A. Yes. Since you accepted the gift and exercised discretion and control of the use of the tickets, you must disclose the gift on Schedule D.

Questions and Answers Continued

- Q. Julia and Jared Benson, a married couple, want to give a piece of artwork to a county supervisor. Is each spouse considered a separate source for purposes of the gift limit and disclosure?
- A. Yes, each spouse may make a gift valued at the gift limit during a calendar year. For example, during 2020 the gift limit was \$500, so the Bensons may have given the supervisor artwork valued at no more than **\$1,000**. The supervisor must identify Jared and Julia Benson as the sources of the gift.
- Q. I received free admission to an educational conference related to my official duties. Part of the conference fees included a round of golf. Is the value of the golf considered informational material?
- A. No. The value of personal benefits, such as golf, attendance at a concert, or sporting event, are gifts subject to reporting and limits.
- Q. I am a Form 700 filer with full disclosure. Our agency holds a holiday raffle to raise funds for a local charity. I bought \$10 worth of raffle tickets and won a gift basket valued at \$120. The gift basket was donated by Doug Brewer, a citizen in our city. At the same event, I bought raffle tickets for, and won a quilt valued at \$70. The quilt was donated by a coworker. Are these reportable gifts?
- A. Because the gift basket was donated by an outside source (not an agency employee), you have received a reportable gift valued at \$110 (the value of the basket less the consideration paid). The source of the gift is Doug Brewer and the agency is disclosed as the intermediary. Because the quilt was donated by an employee of your agency, it is not a reportable gift.
- Q. My agency is responsible for disbursing grants. An applicant (501(c)(3) organization) met with agency employees to present its application. At this meeting, the applicant provided food and beverages. Would the food and beverages be considered gifts to the employees? These employees are designated in our agency's conflict of interest code and the applicant is a reportable source of income under the code.
- A. Yes. If the value of the food and beverages consumed by any one filer, plus any other gifts received from the same source during the reporting period total \$50 or more, the food and beverages would be reported using the fair market value and would be subject to the gift limit.