

SERVICES AGREEMENT BETWEEN CITY OF FRESNO AND FRESNO/CLOVIS
CONVENTION & VISITORS BUREAU FOR THE ADMINISTRATION & IMPLEMENTATION
OF FRESNO CLOVIS TOURISM BUSINESS IMPROVEMENT DISTRICT
MANAGEMENT DISTRICT PLAN

This Service Agreement (Agreement) is entered on _____ between the CITY OF FRESNO, a California municipal corporation (City), and the FRESNO/CLOVIS CONVENTION & VISITORS BUREAU, a nonprofit corporation (Organization).

WHEREAS, the Property and Business Improvement District Law of 1994, (California Streets and Highway Code Section 36600 et seq.) (the PBID Law) authorizes the City of Fresno to form a property and business improvement district within the City of Fresno; and

WHEREAS, the City of Fresno created the Fresno Clovis Tourism Business Improvement District (FCTBID) on December 16, 2010 by Resolution No. 2010-295, for a five (5) year term, which ended on December 31, 2015; and

WHEREAS, the FCTBID was subsequently renewed on December 18, 2014 by Resolution No. 2014-222 for a ten (10) year term, which ended on December 31, 2025; and

WHEREAS, on October 30, 2025, the City Council held a public meeting and adopted a Resolution of Intention to Renew the FCTBID, Resolution No.25-1356; and

WHEREAS, on November 3, 2025, the City of Clovis City Council approved a Resolution consenting to the Renewal of the FCTBID, which encompasses the City of Clovis, as provided by the PBID Law; and

WHEREAS, on November 20, 2025, the City held a public meeting regarding the renewal of the FCTBID, and the City Council heard and received objections and protests, if any, to the renewal of the FCTBID and the levy of the proposed assessment; and

WHEREAS, on December 18, 2025, the City Council held a public hearing regarding the renewal of the FCTBID and the levy of the assessment, and adopted Resolution No. 2025-352, to declare there was no majority protest and renewed the FCTBID for a ten (10) year term, beginning January 1, 2026; and

WHEREAS, on December 18, 2025, the City Council adopted and approved the Fresno-Clovis Tourism Business Improvement District Management District Plan (Management Plan) as modified, which is attached hereto as Exhibit A; and

WHEREAS, the Management Plan indicates that the Organization will provide the improvements, maintenance, and activities described in the Management Plan and is charged with managing funds and implementing programs in accordance with the Management plan and provide an annual report to the Fresno City Council; and

WHEREAS, the PBID Law requires that the City contract with the nonprofit corporation designated in the Management Plan, whereupon the Organization, as the FCTBID owner's association will be subject to the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code), at all times when matters within the subject matter of the FCTBID are heard, discussed, or deliberated, and with the

California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1 of the Government Code), for all records relating to activities of the FCTBID; and

WHEREAS, the City Council has determined that the Organization act as "Owner's Association" for the FCTBID, subject to the terms and conditions herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and promises hereinafter contained to be kept and performed by the respective parties, it is mutually agreed as follows:

1. Recitals. All the foregoing recitals are true and correct and incorporated herein by this reference as if fully set forth herein.

2. The Organization's Obligations.

(a) *Management Plan.* The Organization shall provide all the activities and any and all improvements described in the Management Plan and otherwise administer and implement the Management Plan.

(b) *Annual Reports.* The Organization shall prepare and submit an annual report at the end of each year of operation to the Fresno City Council, as required of the "Owners' Association" pursuant to California Streets and Highway Code Section 36650, a copy of which is included in the Management Plan.

(c) *Budget Compliance.* The Organization shall administer FCTBID funds in compliance with the annual service plan budget contained in the Management Plan (Budget), which is incorporated herein. The Organization shall allocate the funds received pursuant to this Agreement in accordance with the Budget percentage allocations specified in Section IV of the Management Plan. The following example is provided for illustrative purposes only, if the Organization receives a \$100,000 payment pursuant to this Agreement, the Organization shall allocate no more than 10% of the payment (\$10,000) to Administration Operational Costs, as provided in the Budget.

(d) *Delinquent Assessments.* The Organization, unless otherwise instructed by the City in writing, shall be responsible for collection of all delinquent FCTBID assessments and related penalties and interest (Collection Efforts) pursuant to Streets & Highways Code Section 36631, and consistent with this Agreement, provided that: (i) litigation in the name of the City shall not be commenced without the express written consent of the City, and (ii) the Organization shall not send any delinquency notices to assessed business, or any other

correspondence in the name of, or on behalf of, the City, except as previously approved in writing by City. The City may, but is not obligated to, engage in Collection Efforts at its discretion. The Organization shall reimburse the City for costs and expenses incurred in Collection Efforts undertaken by the City at the request of the Organization (including, but not limited to, attorneys' fees and litigation expenses). The Organization shall reimburse the City, pursuant to this paragraph, within thirty (30) days of written demand by the City, unless deducted from City payments to the Organization pursuant to Section 3(b)(ii) of this Agreement.

(e) *Subcontracts and Procurement.* The Organization shall award and administer all subcontracts necessary for providing the activities and any and all improvements. For subcontracts of \$25,000 or more, utilize a fair and documented competitive process which awards activities to the best value provider and awards improvements to the lowest price responsive and responsible bidder, by: (1) soliciting proposals (for activities) and bids (for improvements); (2) utilize a fair and documented competitive process which awards activities to the best value provider and awards improvements to the lowest price responsive and responsible bidder; (3) make a written "Bid Record" for bid awards, after the subcontract is awarded (the Bid Record must list the name and amount bid for each bidder and include the facts supporting the award of the subcontract to the successful bidder). For any subcontract, upon request, provide the City with a copy of the subcontract, all related documentation and the Bid Record as applicable. Notwithstanding the foregoing, and to the extent consistent with controlling law and regulations, the Organization shall seek participation in subcontracting and procurement from within the FCTBID boundaries to the extent feasible.

(f) *Compliance with Laws.* In providing the services required under this Agreement, the Organization shall at all times comply with all applicable laws of the United States, the State of California and the City, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement. The Organization shall comply with the Ralph M. Brown Act (Government Code § 54950 et seq.) (Brown Act) whenever matters within the subject matter of the FCTBID are heard, discussed, or deliberated, and with the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1 of the Government Code), for all records relating to activities of the FCTBID; the Organization shall ensure that its board members will undertake training on the Brown Act, which may consist of

self-study materials, an online course, or in-person training; and secure all necessary permits and authorizations for work on public property or within public right-of-ways such as sidewalks, alleys, streets, pedestrian malls, public easements, public buildings, and public-parking areas.

(g) *Confidentiality.* The Organization shall comply with all applicable laws governing the confidentiality of FCTBID assessment records, reports, and related information that may be provided to the Organization by the City (Assessment Records). The Organization shall only disclose Assessment Records as required by law, or as necessary to collect delinquent FCTBID assessments, consistent with applicable confidentiality laws. If the Organization should subcontract all or any portion of the services to be performed under this Agreement, the Organization shall cause each subcontractor to also comply with the requirements of this Section (g).

(h) *Board Representation.* At all times during the term of this Agreement, the Board of Directors of the Organization shall consist of the following: (1) the Mayor of the City of Fresno, California (Fresno Mayor), (2) the City Council Member of the City of Fresno, California (Fresno Council Member), and (3) the City Manager of the City of Clovis, California (Clovis City Manager), shall each have the right to hold a seat, or to designate any other individual to hold a seat, on the Organization's Board of Directors. Failure to uphold the rights granted in this section to the Fresno Mayor, a Fresno Council Member, or the Clovis City Manager shall constitute grounds for the City's immediate termination of this Agreement.

(i) *Indemnity.* To the furthest extent allowed by law, ORGANIZATION shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by CITY, ORGANIZATION or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees, litigation expenses and cost to enforce this agreement), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. ORGANIZATION'S obligations under the preceding sentence shall apply regardless of whether CITY or any of its officers, officials, employees, agents or volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of CITY or any of its officers, officials, employees, agents or volunteers.

If ORGANIZATION should subcontract all or any portion of the work to be performed under this Agreement, ORGANIZATION shall require each subcontractor to indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

(j) *Independent Contractor Status.* The Organization will perform under this Agreement as an independent contractor and will be responsible for any federal, state, or local taxes or fees that apply to payments it receives from the City under this Agreement. The Organization's employees and subcontractors will not be employees of the City and will not be eligible for any benefits provided through the City, including but not limited to social security, health, workers' compensation, unemployment compensation, and retirement benefits. Neither the Organization nor any of its officers, employees, agents, volunteers, or subcontractors are or will be considered to be agents of the City in connection with the Organization's performance under this Agreement. Organization has full rights to manage its employees in their performance under this Agreement.

(k) *Records/Audit.* During the term of this Agreement, and for four years after the term expires or terminates, the Organization agrees to maintain detailed records pertaining to FCTBID administration sufficient to provide the basis for an unqualified opinion by an independent auditor, including but not limited to records concerning budgeting, expenditures, subcontracts (e.g., Bid Records), insurance, permits, administrative expenses, and overhead. The Organization agrees to make all such records available to the City at all reasonable times. If the City requests, the Organization will obtain and provide to the City, at the Organization's sole cost, an independent financial audit of the Organization's use of FCTBID funds for any or all years of the FCTBID's operation.

(l) *Insurance.* The Organization shall comply with the insurance requirements provided in Exhibit B.

3. The City's Obligations.

(a) *Payments to the Organization.* The City shall pay to the Organization in trust:

(i) the FCTBID assessment funds actually collected by the City, with any interest that actually accrues upon such funds while in the City's possession and control;

(ii) interest and penalties actually received by the City with respect to delinquent FCTBID assessment payments; and

(iii) FCTBID assessment funds actually received by the City from the City of Clovis.

(b) Entitled to retain the following amounts, which shall be deducted from the payment provided for in Section 3(a):

(i) one percent (1%) of FCTBID assessment funds collected by the City from hotel operators located within the City (but not within the City of Clovis), to cover administrative costs, as provided in the Management Plan; and

(ii) costs incurred by the City as a result of engaging in Collection Efforts consistent with Section 2(d) of this Agreement, including but not limited to collection agency fees.

(c) *City of Clovis Administrative Costs.* The parties acknowledge that, pursuant to the Management Plan, the City of Clovis is entitled to receive one percent (1%) of the TBID assessment funds collected from hotels operators within the City of Clovis, which the City of Clovis may deduct from TBID assessment funds forwarded to the City.

4. General Provisions.

(a) *FCTBID Funds held in Trust.* All FCTBID assessments and funds in the possession/control of the Organization hereunder are the property of the FCTBID and shall be held in trust by the Organization solely for the benefit of the FCTBID.

(b) *General Fund Not Liable.* Neither the taxing authority, nor the bonding capacity, nor the general fund, nor any other fund or monies of the City other than actual FCTBID revenues received from hotel operators or the City of Clovis will be liable for payment of any obligations arising from this Agreement. Those obligations are not a debt of the City, nor are they a legal or equitable pledge, charge, lien, or encumbrance upon any of the City's property, income, receipts, or revenues. This Agreement embodies all of the Organization's reimbursement rights, and the City is not required to execute any additional note or document.

(c) *Effective Date, Term, and Early Termination.* This Agreement becomes effective on January 1, 2026 (Effective Date).

The term of this Agreement begins on the Effective Date and shall continue for a ten (10) year term through December 31, 2035.

Early Termination: In addition to any other right of termination provided in this Agreement, the City may terminate this Agreement early if it determines that the Organization:

- (i) Has misappropriated funds, committed malfeasance, or violated any law in providing the activities and improvements described in the Management Plan or in otherwise administering and implementing the Management Plan; or
- (ii) Has materially breached this Agreement and has failed to cure the breach within 30 days after receiving the City's written demand for cure.

Effect of Termination: Immediately following the termination or expiration of this Agreement, the Organization will do all of the following:

- (i) Terminate all of activities of the Organization on behalf of the FCTBID;
- (ii) Pay all obligations and administration costs it incurred on behalf of the FCTBID; and
- (iii) Return to the City all remaining FCTBID funds and all assets acquired with FCTBID funds, which the City will hold on behalf of the FCTBID.

(d) *Notices.* To be effective, any notice concerning this Agreement must be served by placing it in the U.S. Mail, addressed as set forth below, with postage prepaid (registered or certified mail, return receipt requested):

(1) If to the City:
City of Fresno
Office of the City Manager
2600 Fresno Street
Fresno, CA 93721

(2) If to the Organization:
Fresno Convention & Visitors Bureau
1550 E. Shaw Ave.
Suite 101
Fresno, CA, 93710

A notice will be considered delivered two business days after the date of deposit in the U.S. Mail. Any party may change its address for these purposes by giving written notice of the change to the other party in the manner provided in this subsection.

(e) Attorneys' Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

(f) Interpretation and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

(g) Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

(h) Entire Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement sets forth the parties' entire understanding regarding the subjects covered. It supersedes all prior or contemporaneous agreements, representations, and negotiations regarding those subjects (whether written, oral, express, or implied) and may be modified only by another written agreement signed by both parties.

(i) Counterparts. The parties may execute this Agreement in counterparts, each of which will be considered an original, but all of which will constitute the same agreement.

(j) Precedence of Documents. In the event of any conflict between the body of this Agreement and any exhibit or attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the exhibit or attachment.

(k) Amendment. This Agreement may be modified only by written instrument duly authorized and executed by all the parties.

(l) Conflict of Interest. The Organization shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client

conflicts; and (ii) federal, state, and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.), the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.) and Section 4-112 of the Fresno Municipal Code (Ineligibility to Compete). At any time, upon written request of the City, the Organization shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, the Organization and the respective subcontractor(s) are in full compliance with all laws and regulations.

(m) Successors and Assigns. Subject to limitations on assignment provided herein, this Agreement shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives. The Organization may not assign its rights or obligations under this Agreement without the prior written consent of City, which consent may be withheld at City's sole and absolute discretion. Any attempted assignment by Organization, its successors or assigns, shall be null and void unless approved in writing by the City.

(n) Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both the City and the Organization.

[Signatures follow on next page.]

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, on the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

By: _____
Georgeanne A. White
City Manager

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: Sukhman Sekhon _____
Sukhman S. Sekhon Date
Deputy City Attorney

ATTEST:
AMY K. ALLER
Interim City Clerk

By: _____
Deputy Date

FRESNO/CLOVIS CONVENTION &
VISITORS BUREAU, a California nonprofit
corporation

By: Cody Johnson

Name: Cody Johnson
Title: Board Chair
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

By: SHAWN MILLER
Name: Shawn Miller

Title: TREASURER
(If corporation or LLC., CFO, Treasurer,
Secretary or Assistant Secretary)

REVIEWED BY:

Attachments:

Exhibit A: Fresno-Clovis Tourism Business Improvement District Management District Plan
Exhibit B: Insurance Requirements

EXHIBIT A

Fresno-Clovis Tourism Business Improvement District Management District Plan

(see attached)

2026-2035



FRESNO/CLOVIS TOURISM BUSINESS IMPROVEMENT DISTRICT MANAGEMENT DISTRICT PLAN

*Prepared pursuant to the Property and Business Improvement District Law of
1994, Streets and Highways Code section 36600 et seq.*

October 20, 2025

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I. OVERVIEW

Developed by Fresno and Clovis lodging businesses and the Fresno/Clovis Convention and Visitors Bureau (FCCVB), the Fresno/Clovis Tourism Business Improvement District (FCTBID) is an assessment district proposed to continue to provide specific benefits to payors, by funding marketing and sales promotion efforts for assessed businesses. This approach has been used successfully in other destination areas throughout the country to provide the benefit of additional room night sales directly to payors. The FCTBID was initially created in 2010 for a five (5) year term and was subsequently renewed in 2016 for an additional ten (10) year term. The FCCVB and Fresno and Clovis lodging businesses now wish to renew the FCTBID for an additional ten (10) year term.

Location: The FCTBID includes all lodging businesses, including all short-term rentals, existing and in the future, available for public occupancy located within the boundaries of the cities of Fresno and Clovis (collectively referred to herein as “assessed businesses”), as shown on the map in Section III.

Services: The FCTBID is designed to provide specific benefits directly to payors by increasing awareness and demand for room night sales. Destination sales and marketing promotions will increase demand for overnight tourism and market payors as tourist, meeting and event destinations, thereby increasing demand for room night sales.

Budget: The total FCTBID annual assessment budget for the initial year of its ten (10) year operation is anticipated to be approximately \$3,585,000. A similar assessment budget is expected to apply to subsequent years, but this assessment budget is expected to fluctuate as room sales do, as businesses open and close, and as the assessment rate is increased over the duration of the FCTBID as detailed in Section IV.

Cost: The annual assessment rate is two percent (2%) of gross short-term room rental revenue in years one (1) and two (2) of the term. The assessment rate will automatically increase to two and one-half of one percent (2.5%) of gross short-term room rental revenue in years three (3) through six (6) and will subsequently increase to three percent (3%) of gross short-term room rental revenue in years seven (7) through ten (10) of the term, as outlined in the table below and detailed in Section IV.

Years	Assessment Rate
1 - 2	2%
3 - 6	2.5%
7 - 10	3%

Based on the benefit received, assessments will not be collected on the following stays:

- Stays of more than thirty (30) consecutive days;
- Stays by railroad crews and airline crews;
- Stays by any officer or employee of a foreign government who is exempt by reason of express provision of federal law or international treaty or any federal or California city, county or state government officer or employee when on official business; and
- Stays by any occupant whose rent is of a value less than two dollars (\$2.00) a day.

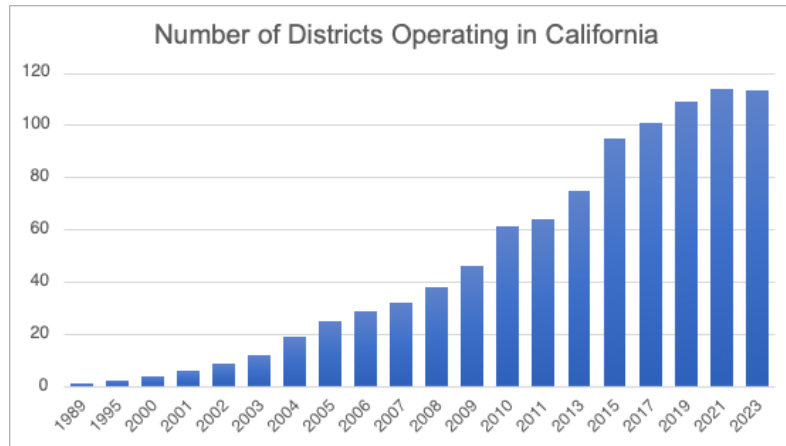
Collection: The Cities of Fresno and Clovis will be responsible for collecting the assessment not less than quarterly (including any delinquencies, interest, and overdue charges) from each assessed business located in the boundaries of the FCTBID within each respective city. Each city shall take all reasonable efforts to collect the assessments from each assessed business.

Duration: The FCTBID will have a ten (10) year life, beginning January 1, 2026 or as soon as possible thereafter, and ending ten (10) years from its start date. After ten (10) years, the FCTBID may be renewed pursuant to the Property and Business Improvement District Law of 1994, Streets and Highways Code section 36600 et seq. (94 Law) if business owners support continuing the FCTBID programs.

Management: The FCCVB shall continue to serve as the FCTBID Owners' Association. The Owners' Association is charged with managing funds and implementing programs in accordance with this Management District Plan (Plan) and must provide annual reports to Fresno City Council.

II. BACKGROUND

TBIDs are an evolution of the traditional Business Improvement District. The first TBID was formed in West Hollywood, California in 1989. Since then, over 100 California destinations have followed suit. In recent years, other states have begun adopting the California model –Illinois, Minnesota, Massachusetts, Montana, South Dakota, Washington, Colorado, Texas and Louisiana have adopted TBID laws. Several other states are in the process of adopting their own legislation. The cities of Wichita, Kansas and Newark, New Jersey used an existing business improvement district law to form a TBID. Additionally, some cities, like Portland, Oregon and Memphis, Tennessee have utilized their home rule powers to create TBIDs without a state law.



California's TBIDs collectively raise over \$300 million annually for local destination marketing. With competitors raising their budgets, and increasing rivalry for visitor dollars, it is important that businesses continue to invest in stable, commerce-specific marketing programs.

TBIDs utilize the efficiencies of private sector operation in the market-based promotion of

tourism districts. TBIDs allow tourism business owners to organize their efforts to increase commerce. Business owners within the TBID pay an assessment and those funds are used to provide services that increase commerce.

In California, most TBIDs are formed pursuant to the Property and Business Improvement District Law of 1994. This law allows for the creation of a benefit assessment district to raise funds within a specific geographic area. *The key difference between TBIDs and other benefit assessment districts is that funds raised are returned to the private non-profit corporation governing the district.*

There are many benefits to TBIDs:

- Funds must be spent on services and improvements that provide a specific benefit only to those who pay;
- Funds cannot be diverted to general government programs;
- They are customized to fit the needs of payors in each destination;
- They allow for a wide range of services;
- They are ***designed, created and governed by those who will pay*** the assessment; and
- They provide a stable, long-term funding source for tourism promotion.

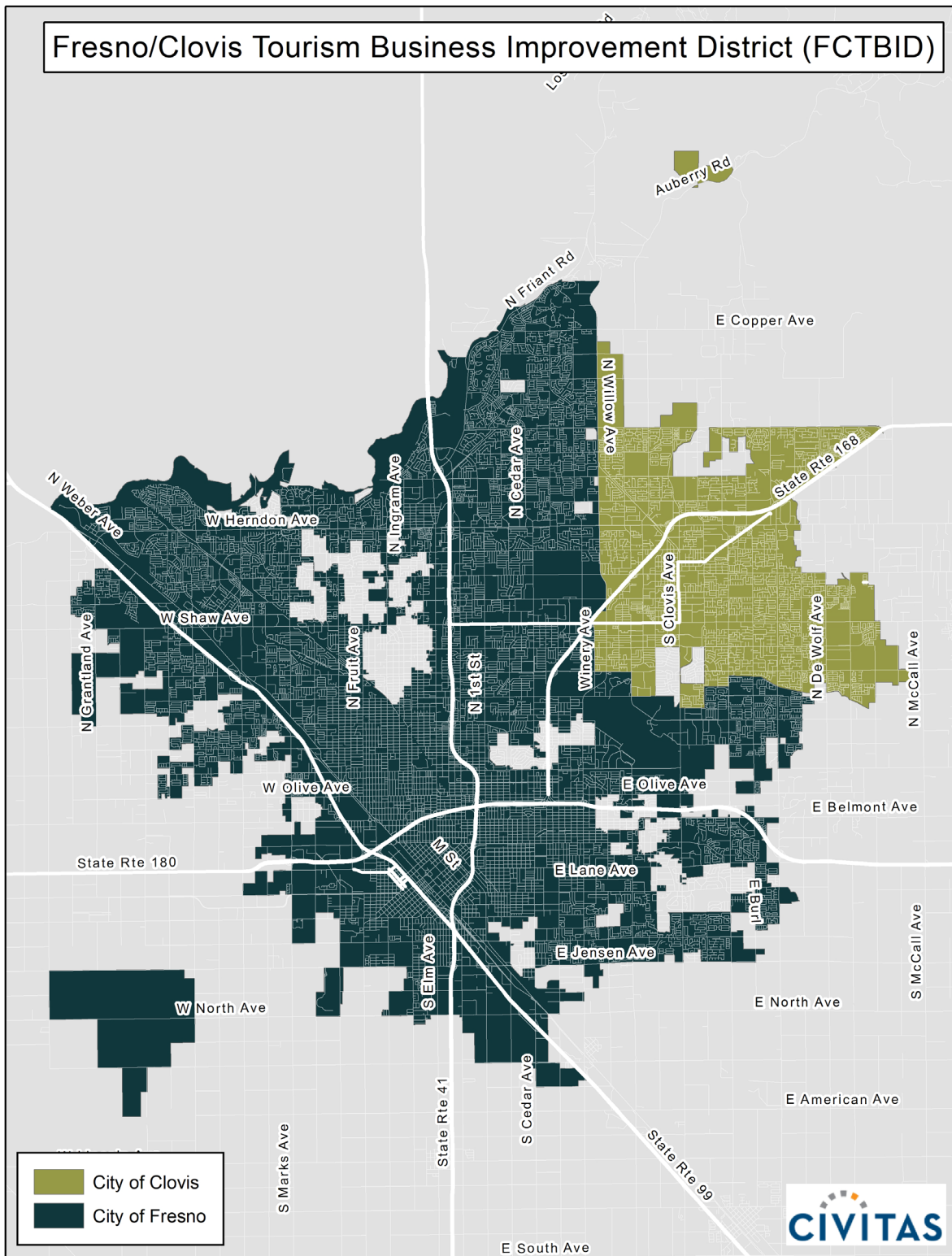
III. BOUNDARY

The renewed FCTBID will include all lodging businesses, including all short-term rentals, existing and in the future, available for public occupancy located within the boundaries of the cities of Fresno and Clovis (collectively referred to herein as “assessed businesses”), as shown in the map below.

Lodging business means: any structure, or any portion of any structure which is occupied or intended or designed for occupancy by transients for dwelling, lodging, or sleeping purposes, and includes any hotel, motel, or bed and breakfast, or other similar structure or portion thereof.

Short-term rental means: a dwelling unit, rented in whole or in part, to any persons(s) for transient use of 30 consecutive days or less and includes any tourist home or house, lodging house, rooming house, apartment house, or other similar structure. A dwelling unit within a hotel, motel, or bed and breakfast shall not be considered a short-term rental.

A complete listing of assessed businesses within the FCTBID can be found in Appendix 2. The assessed business list was compiled from records provided by each jurisdiction. The list was developed with the most reliable information provided, however, the list may contain discrepancies due to any of the following reasons: 1) The short-term rentals included in the list are businesses that have obtained a permit or license to operate as a short-term rental at the time of renewal, and does not include short-term rentals that are not permitted or licensed to operate as a short-term rental; 2) Short-term rentals may cease operation with little or no notice, and may no longer be operating as a short-term rental; and 3) the short-term rental list was compiled based on the dates shown in Appendix 2, and may not include short-term rentals that began operation after the dates listed.

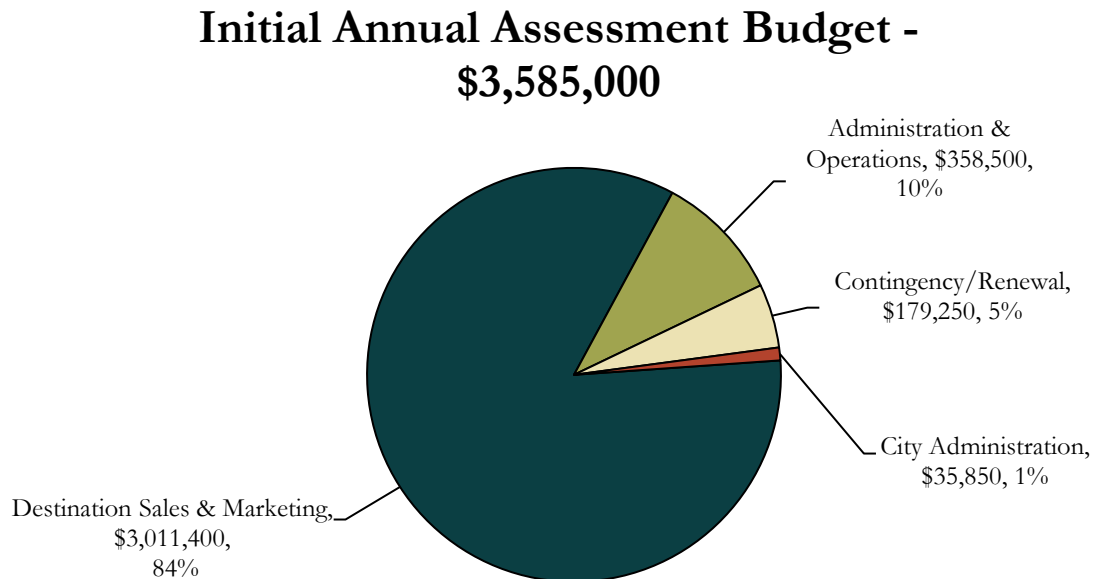


IV. ASSESSMENT BUDGET AND SERVICES

A. Annual Service Plan

Assessment funds will be spent to provide specific benefits conferred or privileges granted directly to the payors that are not provided to those not charged, and which do not exceed the reasonable cost to the Cities of conferring the benefits or granting the privileges. The privileges and services provided with the FCTBID funds are destination sales & marketing programs available only to assessed businesses.

A service plan assessment budget has been developed to deliver services that benefit the assessed businesses. A detailed annual assessment budget will be developed and approved by the FCCVB. The chart below illustrates the initial annual assessment budget allocations. These activities and budget percent allocations will also apply in subsequent years. The total initial assessment budget is estimated to be \$3,585,000.



Although actual revenues will fluctuate due to market conditions, the proportional allocations of the budget shall remain the same. However, the FCCVB Board shall have the authority to adjust budget allocations between the categories by no more than fifteen percent (15%) of the total budget per year. A description of the proposed improvements and activities for the initial year of operation is below. The same activities are proposed for subsequent years. In the event of a legal challenge against the FCTBID, any and all assessment funds may be used for the costs of defending the FCTBID.

Each budget category includes all costs related to providing that service. For example, the destination sales & marketing budget includes the cost of staff time dedicated to overseeing and implementing the sales and marketing program. Staff time dedicated purely to administrative tasks is allocated to the administration portion of the budget. The costs of an individual staff member may be allocated to multiple budget categories. The staffing levels necessary to provide the services below will be determined by the FCCVB on an as-needed basis.

Destination Sales & Marketing

A destination sales & marketing program will promote assessed businesses as tourist, meeting, and event destinations. The destination sales & marketing program will have a central theme of promoting Fresno and Clovis as a desirable place for overnight visits. The FCCVB Board shall ensure that the program costs are allocated based on the proportional benefit conferred. The program will have the goal of increasing overnight visitation and room night sales at assessed businesses, and may include, but is not limited to, the following activities:

- Development and maintenance of a website designed to promote assessed lodging businesses and other internet marketing efforts to increase awareness and optimize internet presence to drive overnight visitation and room sales to assessed businesses;
- Print ads in magazines and newspapers, television and radio ads targeted at potential visitors to drive overnight visitation and room sales to assessed businesses;
- Attendance of trade shows to promote assessed businesses;
- Sales blitzes and familiarization tours for assessed businesses;
- Preparation and production of collateral promotional materials such as brochures, visitor guides, flyers and maps featuring assessed businesses;
- Attendance of professional industry conferences and affiliation events to promote assessed businesses;
- Partnership with both local and state tourism organizations to target key international markets to increase overnight visitation at assessed businesses;
- Development and implementation of a public relations and communications strategy, inclusive of social media outlets and press release distribution designed to drive overnight visitation at assessed businesses;
- Director of Sales, Marketing and/or General Manager meetings to plan and coordinate tourism promotion efforts for assessed businesses;
- Education of lodging business management and the owners' association on marketing strategies best suited to meet assessed businesses' needs;
- Communications and advocacy activities to inform and educate key stakeholders and the public;
- Acquisition/utilization of new technologies for novel marketing initiatives;
- Development of Return on Investment (ROI) analysis on effectiveness of district funds to improve effectiveness and increase demand for overnight visitation at assessed businesses;
- Research and development of a marketing plan to ensure district funds are strategically spent to market assessed lodging businesses;
- Lead generation activities designed to attract tourists and group events to assessed businesses;
- Maintaining an experienced sales staff of the Owner's Association to target the meeting and conference market to generate overnight visitation and room sales to assessed businesses;
- Maximizing alliances with professional organizations that target group business, or database services that track group opportunities to develop new leads for assessed businesses;
- Incentivizing conferences and meetings to book at the destination to increase overnight visitation at assessed businesses; and
- Promotion of sporting events to drive overnight visitation and room sales to assessed businesses.

Administration and Operations

The administration and operations portion of the budget shall be utilized for administrative staffing costs, office costs, and other general administrative costs such as insurance, legal, and accounting fees.

City Administration Fee

The Cities of Fresno and Clovis shall be paid a fee equal to 1% of the amount of assessment collected to cover their costs of collection and administration.

Contingency/Renewal

A prudent portion of the budget will be allocated to a contingency fund, to account for lower than anticipated collections. If there are contingency funds collected and near the expiration of the district there are contingency funds remaining, and assessed business owners wish to renew the FCTBID, the contingency funds may be used for renewal costs.

B. Annual Budget

The total ten (10) year assessment budget is projected at approximately \$3,585,000 annually, or \$46,605,000 through 2035. A similar assessment budget is expected to apply to subsequent years, but this budget is expected to fluctuate as room sales do, as businesses open and close, and as the assessment rate is increased over the duration of the FCTBID as detailed below and shown on the chart below.

The annual assessment rate is two percent (2%) of gross short-term room rental revenue in years one (1) and two (2) of the term. The assessment rate will automatically increase to two and one-half of one percent (2.5%) of gross short-term room rental revenue in years three (3) through six (6) and will subsequently increase to three percent (3%) of gross short-term room rental revenue in years seven (7) through ten (10) of the term.

Year	Destination Sales & Marketing	Administration & Operations	Contingency / Renewal	City Administration Fee	Total
2026	\$3,011,400	\$358,500	\$179,250	\$35,850	\$3,585,000
2027	\$3,011,400	\$358,500	\$179,250	\$35,850	\$3,585,000
2028	\$3,764,250	\$448,125	\$224,063	\$44,813	\$4,481,250
2029	\$3,764,250	\$448,125	\$224,063	\$44,813	\$4,481,250
2030	\$3,764,250	\$448,125	\$224,063	\$44,813	\$4,481,250
2031	\$3,764,250	\$448,125	\$224,063	\$44,813	\$4,481,250
2032	\$4,517,100	\$537,750	\$268,875	\$53,775	\$5,377,500
2033	\$4,517,100	\$537,750	\$268,875	\$53,775	\$5,377,500
2034	\$4,517,100	\$537,750	\$268,875	\$53,775	\$5,377,500
2035	\$4,517,100	\$537,750	\$268,875	\$53,775	\$5,377,500
Total	\$39,148,200	\$4,660,500	\$2,330,250	\$466,050	\$46,605,000

C. California Constitutional Compliance

The FCTBID assessment is not a property-based assessment subject to the requirements of Proposition 218. Courts have found Proposition 218 limited the term ‘assessments’ to levies on real property.¹ Rather, the FCTBID assessment is a business-based assessment, and is subject to Proposition 26. Pursuant to Proposition 26 all levies are a tax unless they fit one of seven exceptions. Two of these exceptions apply to the FCTBID, a “specific benefit” and a “specific government service.” Both require that the costs of benefits or services do not exceed the reasonable costs to the Cities of conferring the benefits or providing the services.

1. Specific Benefit

Proposition 26 requires that assessment funds be expended on, “a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege.”² The services in this Plan are designed to provide targeted benefits directly to assessed businesses, and are intended only to provide benefits and services directly to those businesses paying the assessment. These services are tailored not to serve the general public, businesses in general, or parcels of land, but rather to serve the specific businesses within the FCTBID. The activities described in this Plan are specifically targeted to increase demand for short-term sleeping room sales for assessed businesses within the boundaries of the FCTBID, and are narrowly tailored. FCTBID funds will be used exclusively to provide the specific benefit of increased demand for short-term sleeping room sales directly to the assesseees. Assessment funds shall not be used to feature non-assessed businesses in FCTBID programs, or to directly generate sales for non-assessed businesses. The activities paid for from assessment revenues are business services constituting and providing specific benefits to the assessed businesses. Nothing in this Plan limits the ability of the Owners’ Association to enter into private contracts with non-assessed businesses for the provision of services to those businesses.

The assessment imposed by this FCTBID is for a specific benefit conferred directly to the payors that is not provided to those not charged. The specific benefit conferred directly to the payors is an increase in demand for short-term sleeping room sales. The specific benefit of an increase in demand for short-term sleeping room sales for assessed businesses will be provided only to businesses paying the district assessment, with destination marketing & sales programs promoting businesses paying the FCTBID assessment. The destination marketing & sales programs will be designed to increase short-term sleeping room sales at each assessed businesses. Because they are necessary to provide the destination marketing & sales programs that specifically benefit the assessed businesses, the administration and contingency services also provide the specific benefit of increased demand for short-term sleeping room sales to the assessed businesses.

Although the FCTBID, in providing specific benefits to payors, may produce incidental benefits to non-paying businesses, the incidental benefit does not preclude the services from being considered a specific benefit. The legislature has found that, “A specific benefit is not excluded from classification as a ‘specific benefit’ merely because an indirect benefit to a nonpayor occurs incidentally and without cost to the payor as a consequence of providing the specific benefit to the payor.”³

2. Specific Government Service

¹ *Jarvis v. the City of San Diego* 72 Cal App. 4th 230

² Cal. Const. art XIII C § 1(e)(1)

³ Government Code § 53758(a)

The assessment may also be utilized to provide, “a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product.”⁴ The legislature has recognized that marketing and promotions services like those to be provided by the FCTBID are government services within the meaning of Proposition 26⁵. Further, the legislature has determined that “a specific government service is not excluded from classification as a ‘specific government service’ merely because an indirect benefit to a nonpayor occurs incidentally and without cost to the payor as a consequence of providing the specific government service to the payor.”⁶

3. Reasonable Cost

FCTBID services will be implemented carefully to ensure they do not exceed the reasonable cost of such services. The full amount assessed will be used to provide the services described herein. Funds will be managed by the FCCVB, and reports submitted on an annual basis to the City of Fresno. Only assessed businesses will be featured in marketing materials, receive sales leads generated from FCTBID-funded activities, be featured in advertising campaigns, and benefit from other FCTBID-funded services. Non-assessed businesses will not receive these, nor any other, FCTBID-funded services and benefits.

The FCTBID-funded programs are targeted directly to benefit assessed businesses. It is, however, possible that there will be a spill over benefit to non-assessed businesses. If non-assessed businesses receive incremental room nights, that portion of the promotion or program generating those room nights shall be paid with non-FCTBID funds. FCTBID funds shall only be spent to benefit the assessed businesses, and shall not be spent on that portion of any program which directly generates incidental room nights for non-assessed businesses.

D. Assessment

The annual assessment rate is two percent (2%) of gross short-term (stays less than 31 days) sleeping room rental revenue, for years one- and two of the ten-year term. In years three through six, the annual assessment rate is two and one half of one percent (2.5%) of gross short-term (stays less than 31 days) sleeping room rental revenue. In years seven through ten, the annual assessment rate is three percent (3%) of gross short-term (stays less than 31 days) sleeping room rental revenue.

The annual assessment rate is two percent (2%) of gross short-term room rental revenue in years one (1) and two (2) of the term. The assessment rate will automatically increase to two and one-half of one percent (2.5%) of gross short-term room rental revenue in years three (3) through six (6) and will subsequently increase to three percent (3%) of gross short-term room rental revenue in years seven (7) through ten (10) of the term.

Based on the benefit received, assessments will not be collected on the following stays:

- Stays of more than thirty (30) consecutive days;
- Stays by railroad crews and airline crews;
- Stays by any officer or employee of a foreign government who is exempt by reason of express provision of federal law or international treaty or any federal or California city, county or state government officer or employee when on official business; and
- Stays by any occupant whose rent is of a value less than two dollars (\$2.00) a day.

⁴ Cal. Const. art XIII C § 1(e)(2)

⁵ Government Code § 53758(b)

⁶ Government Code § 53758(b)

The assessment was calculated based on the total cost of the activities to be provided for the benefit of the assessed businesses within the FCTBID, with costs allocated based on the proportional benefit conferred to each business. Activities funded by the FCTBID, are specifically targeted to increase room nights at assessed businesses. All room night sales do not represent the same benefit to the payors. For example, a higher priced room night is of greater benefit than a lower priced room night because the assessee derives greater revenue. To account for this benefit differential and to make sure the benefits are proportional, an assessment formula based on a percentage of revenue has been selected. The proposed formula accurately reflects greater benefit to assessed businesses with higher priced room nights.

The term “gross short-term sleeping room rental revenue” as used herein means: the consideration charged, whether or not received, for the occupancy of space in an assessed business valued in money, whether to be received in money, goods, labor, or otherwise, including all receipts, cash, credits, and property and services of any kind or nature, without any deduction therefrom whatsoever. Gross room rental revenue shall not include any federal, state or local taxes collected, including but not limited to transient occupancy taxes.

The assessment is levied upon and a direct obligation of the assessed business. However, the assessed business may, at its discretion, pass the assessment on to transients. The amount of assessment, if passed on to each transient, shall be disclosed in advance and separately stated from the amount of rent charged and any other applicable taxes, and each transient shall receive a receipt for payment from the business. If the FCTBID assessment is identified separately it shall be disclosed as the “FCTBID Assessment.” As an alternative, the disclosure may include the amount of the FCTBID assessment and the amount of the assessment imposed pursuant to the California Tourism Marketing Act, Government Code §13995 et seq. and shall be disclosed as the “Tourism Assessment.” The assessment is imposed solely upon, and is the sole obligation of the assessed business even if it is passed on to transients. The assessment shall not be considered revenue for calculation of transient occupancy taxes.

Bonds shall not be issued.

E. Interest and Overdue Charges

Assessed businesses which are delinquent in paying the assessment shall be responsible for paying:

1. Any assessed business which fails to remit any assessment imposed within the time required shall pay an overdue charge of ten percent (10%) of the amount of the assessment in addition to the amount of the assessment.
2. Any assessed business which fails to remit any delinquent remittance on or before a period of thirty (30) days following the date on which the remittance first became delinquent shall pay a second delinquency overdue charge of ten percent (10%) of the amount of the assessment in addition to the amount of the assessment and the ten percent (10%) overdue charge first imposed.
3. If either City determines that the non-payment of any remittance due under this plan is due to fraud or intent to evade the provisions thereof, an overdue charge of twenty-five percent (25%) of the amount of the assessment shall be added thereto in addition to the overdue charges stated in subsections 1 and 2 of this section.
4. In addition to the overdue charges imposed, any assessed business which fails to remit any assessment imposed shall pay interest at the rate of one percent (1%) per month or fraction

thereof on the amount of the assessment, exclusive of overdue charges, from the date on which the remittance first became delinquent until paid.

5. Every overdue charge imposed and such interest as accrues under the provisions of this section shall be merged with and become a part of the assessment herein required to be paid.

F. Time and Manner for Collecting Assessments

The FCTBID assessment will be implemented beginning January 1, 2026 or as soon as possible thereafter, and ending ten (10) years from its start date. Each city will be responsible for collecting the assessment not less than quarterly (including any delinquencies, penalties and interest) from each lodging business located in the boundaries of the respective city, in the FCTBID, and forwarding the amount collected to the City of Fresno on a quarterly basis. Each city shall take all reasonable efforts to collect, or cause to be collected, the assessments from each lodging business located within its boundaries, within the FCTBID, including the collection of delinquent assessments. The assessment shall be collected using a return form developed and provided to the assessed businesses by the cities. The City of Fresno shall forward the assessment funds collected, including any delinquencies, penalties and interest, to the Owners' Association.

V. GOVERNANCE

A. Owners' Association

The City Council, through adoption of this Plan, has the right, pursuant to Streets and Highways Code §36651, to identify the body that shall implement the proposed program, which shall be the Owners' Association of the FCTBID as defined in Streets and Highways Code §36612. The City Council of Fresno has determined that the FCCVB will continue to serve as the Owners' Association for the FCTBID.

B. Brown Act and California Public Records Act Compliance

An Owners' Association is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose. The Owners' Association is, however, subject to government regulations relating to transparency, namely the Ralph M. Brown Act and the California Public Records Act. These regulations are designed to promote public accountability. The Owners' Association acts as a legislative body under the Ralph M. Brown Act (Government Code §54950 et seq.). Thus, meetings of the FCCVB Board and certain committees must be held in compliance with the public notice and other requirements of the Brown Act. Accordingly, the Owners' Association shall publicly report any action taken and the vote or abstention on that action of each member present for the action. The Owners' Association is also subject to the record keeping and disclosure requirements of the California Public Records Act.

C. Annual Report

The FCCVB shall present an annual report at the end of each year of operation to the Fresno City Council pursuant to Streets and Highways Code §36650 (see Appendix 1). The annual report shall include:

- Any proposed changes in the boundaries of the improvement district or in any benefit zones or classification of businesses within the district.
- The improvements and activities to be provided for that fiscal year.
- An estimate of the cost of providing the improvements and the activities for that fiscal year.
- The method and basis of levying the assessment in sufficient detail to allow each business owner to estimate the amount of the assessment to be levied against his or her business for that fiscal year.
- The estimated amount of any surplus or deficit revenues to be carried over from a previous fiscal year.
- The estimated amount of any contributions to be made from sources other than assessments levied pursuant to this part.

APPENDIX 1 – LAW

*** THIS DOCUMENT IS CURRENT THROUGH THE 2023 EXTRA SESSION CH 1, 2023 REGULAR
SESSION CH. 890***
(ALL 2023 LEGISLATION)

STREETS AND HIGHWAYS CODE DIVISION 18. PARKING PART 7. PROPERTY AND BUSINESS IMPROVEMENT DISTRICT LAW OF 1994

CHAPTER 1. General Provisions

ARTICLE 1. Declarations

36600. Citation of part

This part shall be known and may be cited as the “Property and Business Improvement District Law of 1994.”

36601. Legislative findings and declarations; Legislative guidance

The Legislature finds and declares all of the following:

- (a) Businesses located and operating within business districts in some of this state’s communities are economically disadvantaged, are underutilized, and are unable to attract customers due to inadequate facilities, services, and activities in the business districts.
- (b) It is in the public interest to promote the economic revitalization and physical maintenance of business districts in order to create jobs, attract new businesses, and prevent the erosion of the business districts.
- (c) It is of particular local benefit to allow business districts to fund business related improvements, maintenance, and activities through the levy of assessments upon the businesses or real property that receive benefits from those improvements.
- (d) Assessments levied for the purpose of conferring special benefit upon the real property or a specific benefit upon the businesses in a business district are not taxes for the general benefit of a city, even if property, businesses, or persons not assessed receive incidental or collateral effects that benefit them.
- (e) Property and business improvement districts formed throughout this state have conferred special benefits upon properties and businesses within their districts and have made those properties and businesses more useful by providing the following benefits:
 - (1) Crime reduction. A study by the Rand Corporation has confirmed a 12-percent reduction in the incidence of robbery and an 8-percent reduction in the total incidence of violent crimes within the 30 districts studied.
 - (2) Job creation.
 - (3) Business attraction.
 - (4) Business retention.
 - (5) Economic growth.
 - (6) New investments.
- (f) With the dissolution of redevelopment agencies throughout the state, property and business improvement districts have become even more important tools with which communities can combat blight, promote economic opportunities, and create a clean and safe environment.
- (g) Since the enactment of this act, the people of California have adopted Proposition 218, which added Article XIII D to the Constitution in order to place certain requirements and restrictions on the formation of, and activities, expenditures, and assessments by property-based districts. Article XIII D of the Constitution provides that property-based districts may only levy assessments for special benefits.
- (h) The act amending this section is intended to provide the Legislature’s guidance with regard to this act, its interaction with the provisions of Article XIII D of the Constitution, and the determination of special benefits in property-based districts.
 - (1) The lack of legislative guidance has resulted in uncertainty and inconsistent application of this act, which discourages the use of assessments to fund needed improvements, maintenance, and activities in property-based districts, contributing to blight and other underutilization of property.

- (2) Activities undertaken for the purpose of conferring special benefits upon property to be assessed inherently produce incidental or collateral effects that benefit property or persons not assessed. Therefore, for special benefits to exist as a separate and distinct category from general benefits, the incidental or collateral effects of those special benefits are inherently part of those special benefits. The mere fact that special benefits produce incidental or collateral effects that benefit property or persons not assessed does not convert any portion of those special benefits or their incidental or collateral effects into general benefits.
- (3) It is of the utmost importance that property-based districts created under this act have clarity regarding restrictions on assessments they may levy and the proper determination of special benefits. Legislative clarity with regard to this act will provide districts with clear instructions and courts with legislative intent regarding restrictions on property-based assessments, and the manner in which special benefits should be determined.

36602. Purpose of part

The purpose of this part is to supplement previously enacted provisions of law that authorize cities to levy assessments within property and business improvement districts, to ensure that those assessments conform to all constitutional requirements and are determined and assessed in accordance with the guidance set forth in this act. This part does not affect or limit any other provisions of law authorizing or providing for the furnishing of improvements or activities or the raising of revenue for these purposes.

36603. Preemption of authority or charter city to adopt ordinances levying assessments

Nothing in this part is intended to preempt the authority of a charter city to adopt ordinances providing for a different method of levying assessments for similar or additional purposes from those set forth in this part. A property and business improvement district created pursuant to this part is expressly exempt from the provisions of the Special Assessment Investigation, Limitation and Majority Protest Act of 1931 (Division 4 (commencing with Section 2800)).

36603.5 Part prevails over conflicting provisions

Any provision of this part that conflicts with any other provision of law shall prevail over the other provision of law, as to districts created under this part.

36604. Severability

This part is intended to be construed liberally and, if any provision is held invalid, the remaining provisions shall remain in full force and effect. Assessments levied under this part are not special taxes.

ARTICLE 2. Definitions

36606. “Activities”

“Activities” means, but is not limited to, all of the following that benefit businesses or real property in the district:

- (a) Promotion of public events.
- (b) Furnishing of music in any public place.
- (c) Promotion of tourism within the district.
- (d) Marketing and economic development, including retail retention and recruitment.
- (e) Providing security, sanitation, graffiti removal, street and sidewalk cleaning, and other municipal services supplemental to those normally provided by the municipality.
- (f) Other services provided for the purpose of conferring special benefit upon assessed real property or specific benefits upon assessed businesses located in the district.

36606.5. “Assessment”

“Assessment” means a levy for the purpose of acquiring, constructing, installing, or maintaining improvements and providing activities that will provide certain benefits to properties or businesses located within a property and business improvement district.

36607. “Business”

“Business” means all types of businesses and includes financial institutions and professions.

36608. “City”

“City” means a city, county, city and county, or an agency or entity created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code, the public member agencies of which includes only cities, counties, or a city and county, or the State of California.

36609. “City council”

“City council” means the city council of a city or the board of supervisors of a county, or the agency, commission, or board created pursuant to a joint powers agreement and which is a city within the meaning of this part.

36609.4. “Clerk”

“Clerk” means the clerk of the legislative body.

36609.5. “General benefit”

“General benefit” means, for purposes of a property-based district, any benefit that is not a “special benefit” as defined in Section 36615.5.

36610. “Improvement”

“Improvement” means the acquisition, construction, installation, or maintenance of any tangible property with an estimated useful life of five years or more including, but not limited to, the following:

- (a) Parking facilities.
- (b) Benches, booths, kiosks, display cases, pedestrian shelters and signs.
- (c) Trash receptacles and public restrooms.
- (d) Lighting and heating facilities.
- (e) Decorations.
- (f) Parks.
- (g) Fountains.
- (h) Planting areas.
- (i) Closing, opening, widening, or narrowing of existing streets.
- (j) Facilities or equipment, or both, to enhance security of persons and property within the district.
- (k) Ramps, sidewalks, plazas, and pedestrian malls.
- (l) Rehabilitation or removal of existing structures.

36611. “Management district plan”; “Plan”

“Management district plan” or “plan” means a proposal as defined in Section 36622.

36612. “Owners’ association”

“Owners’ association” means a private nonprofit entity that is under contract with a city to administer or implement improvements, maintenance, and activities specified in the management district plan. An owners’ association may be an existing nonprofit entity or a newly formed nonprofit entity. An owners’ association is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose. Notwithstanding this section, an owners’ association shall comply with the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code), at all times when matters within the subject matter of the district are heard, discussed, or deliberated, and

with the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1 of the Government Code), for all records relating to activities of the district.

36614. “Property”

“Property” means real property situated within a district.

36614.5. “Property and business improvement district”; “District”

“Property and business improvement district,” or “district,” means a property and business improvement district established pursuant to this part.

36614.6. “Property-based assessment”

“Property-based assessment” means any assessment made pursuant to this part upon real property.

36614.7. “Property-based district”

“Property-based district” means any district in which a city levies a property-based assessment.

36615. “Property owner”; “Business owner”; “Owner”

“Property owner” means any person shown as the owner of land on the last equalized assessment roll or otherwise known to be the owner of land by the city council. “Business owner” means any person recognized by the city as the owner of the business. “Owner” means either a business owner or a property owner. The city council has no obligation to obtain other information as to the ownership of land or businesses, and its determination of ownership shall be final and conclusive for the purposes of this part. Wherever this part requires the signature of the property owner, the signature of the authorized agent of the property owner shall be sufficient. Wherever this part requires the signature of the business owner, the signature of the authorized agent of the business owner shall be sufficient.

36615.5. “Special benefit” [Effective January 1, 2023]

(a) “Special benefit” means, for purposes of a property-based district, a particular and distinct benefit over and above general benefits conferred on real property located in a district or to the public at large. Special benefit includes incidental or collateral effects that arise from the improvements, maintenance, or activities of property-based districts even if those incidental or collateral effects benefit property or persons not assessed. Special benefit excludes general enhancement of property value.

(b) “Special benefit” also includes, for purposes of a property-based district, a particular and distinct benefit provided directly to each assessed parcel within the district. Merely because parcels throughout an assessment district share the same special benefits does not make the benefits general.

36616. “Tenant”

“Tenant” means an occupant pursuant to a lease of commercial space or a dwelling unit, other than an owner.

ARTICLE 3 Prior Law

36617. Alternate method of financing certain improvements and activities; Effect on other provisions

This part provides an alternative method of financing certain improvements and activities. The provisions of this part shall not affect or limit any other provisions of law authorizing or providing for the furnishing of improvements or activities or the raising of revenue for these purposes. Every improvement area established pursuant to the Parking and Business Improvement Area Law of 1989 (Part 6 (commencing with Section 36500) of this division) is valid and effective and is unaffected by this part.

CHAPTER 2. Establishment

36620. Establishment of property and business improvement district

A property and business improvement district may be established as provided in this chapter.

36620.5. Requirement of consent of city council

A county may not form a district within the territorial jurisdiction of a city without the consent of the city council of that city. A city may not form a district within the unincorporated territory of a county without the consent of the board of supervisors of that county. A city may not form a district within the territorial jurisdiction of another city without the consent of the city council of the other city.

36621. Initiation of proceedings; Petition of property or business owners in proposed district

- (a) Upon the submission of a written petition, signed by the property or business owners in the proposed district who will pay more than 50 percent of the assessments proposed to be levied, the city council may initiate proceedings to form a district by the adoption of a resolution expressing its intention to form a district. The amount of assessment attributable to property or a business owned by the same property or business owner that is in excess of 40 percent of the amount of all assessments proposed to be levied, shall not be included in determining whether the petition is signed by property or business owners who will pay more than 50 percent of the total amount of assessments proposed to be levied.
- (b) The petition of property or business owners required under subdivision (a) shall include a summary of the management district plan. That summary shall include all of the following:
 - (1) A map showing the boundaries of the district.
 - (2) Information specifying where the complete management district plan can be obtained.
 - (3) Information specifying that the complete management district plan shall be furnished upon request.
- (c) The resolution of intention described in subdivision (a) shall contain all of the following:
 - (1) A brief description of the proposed improvements, maintenance, and activities, the amount of the proposed assessment, a statement as to whether the assessment will be levied on property or businesses within the district, a statement as to whether bonds will be issued, and a description of the exterior boundaries of the proposed district, which may be made by reference to any plan or map that is on file with the clerk. The descriptions and statements do not need to be detailed and shall be sufficient if they enable an owner to generally identify the nature and extent of the improvements, maintenance, and activities, and the location and extent of the proposed district.
 - (2) A time and place for a public hearing on the establishment of the property and business improvement district and the levy of assessments, which shall be consistent with the requirements of Section 36623.

36622. Contents of management district plan

The management district plan shall include, but is not limited to, all of the following:

- (a) If the assessment will be levied on property, a map of the district in sufficient detail to locate each parcel of property and, if businesses are to be assessed, each business within the district. If the assessment will be levied on businesses, a map that identifies the district boundaries in sufficient detail to allow a business owner to reasonably determine whether a business is located within the district boundaries. If the assessment will be levied on property and businesses, a map of the district in sufficient detail to locate each parcel of property and to allow a business owner to reasonably determine whether a business is located within the district boundaries.
- (b) The name of the proposed district.
- (c) A description of the boundaries of the district, including the boundaries of benefit zones, proposed for establishment or extension in a manner sufficient to identify the affected property and businesses included, which may be made by reference to any plan or map that is on file with the clerk. The boundaries of a proposed property assessment district shall not overlap with the boundaries of another existing property assessment district created pursuant to this part. This part does not prohibit the boundaries of a district created pursuant to this part to overlap with other assessment districts established pursuant to other provisions of law, including, but not limited to, the Parking and Business Improvement Area Law of 1989 (Part 6 (commencing with Section 36500)). This part does not prohibit the boundaries of a business

assessment district created pursuant to this part to overlap with another business assessment district created pursuant to this part. This part does not prohibit the boundaries of a business assessment district created pursuant to this part to overlap with a property assessment district created pursuant to this part.

(d) The improvements, maintenance, and activities proposed for each year of operation of the district and the estimated cost thereof. If the improvements, maintenance, and activities proposed for each year of operation are the same, a description of the first year's proposed improvements, maintenance, and activities and a statement that the same improvements, maintenance, and activities are proposed for subsequent years shall satisfy the requirements of this subdivision.

(e) The total annual amount proposed to be expended for improvements, maintenance, or activities, and debt service in each year of operation of the district. If the assessment is levied on businesses, this amount may be estimated based upon the assessment rate. If the total annual amount proposed to be expended in each year of operation of the district is not significantly different, the amount proposed to be expended in the initial year and a statement that a similar amount applies to subsequent years shall satisfy the requirements of this subdivision.

(f) The proposed source or sources of financing, including the proposed method and basis of levying the assessment in sufficient detail to allow each property or business owner to calculate the amount of the assessment to be levied against their property or business. The plan also shall state whether bonds will be issued to finance improvements.

(g) The time and manner of collecting the assessments.

(h) The specific number of years in which assessments will be levied. In a new district, the maximum number of years shall be five. Upon renewal, a district shall have a term not to exceed 10 years.

Notwithstanding these limitations, a district created pursuant to this part to finance capital improvements with bonds may levy assessments until the maximum maturity of the bonds. The management district plan may set forth specific increases in assessments for each year of operation of the district.

(i) The proposed time for implementation and completion of the management district plan.

(j) Any proposed rules and regulations to be applicable to the district.

(k)

(1) A list of the properties or businesses to be assessed, including the assessor's parcel numbers for properties to be assessed, and a statement of the method or methods by which the expenses of a district will be imposed upon benefited real property or businesses, in proportion to the benefit received by the property or business, to defray the cost thereof.

(2) In a property-based district, the proportionate special benefit derived by each identified parcel shall be determined exclusively in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the activities. An assessment shall not be imposed on any parcel that exceeds the reasonable cost of the proportional special benefit conferred on that parcel. Only special benefits are assessable, and a property-based district shall separate the general benefits, if any, from the special benefits conferred on a parcel. Parcels within a property-based district that are owned or used by any city, public agency, the State of California, or the United States shall not be exempt from assessment unless the governmental entity can demonstrate by clear and convincing evidence that those publicly owned parcels in fact receive no special benefit. The value of any incidental, secondary, or collateral effects that arise from the improvements, maintenance, or activities of a property-based district and that benefit property or persons not assessed shall not be deducted from the entirety of the cost of any special benefit or affect the proportionate special benefit derived by each identified parcel.

(3) In a property-based district, properties throughout the district may share the same special benefits. In a district with boundaries that define which parcels are to receive improvements, maintenance, or activities over and above those services provided by the city, the improvements, maintenance, or activities themselves may constitute a special benefit. The city may impose assessments that are less than the proportional special benefit conferred, but shall not impose assessments that exceed the reasonable costs of the proportional special benefit conferred. Because one or more parcels pay less than the special benefit conferred does not necessarily mean that other parcels are assessed more than the reasonable cost of their special benefit.

(l) In a property-based district, a detailed engineer's report prepared by a registered professional engineer certified by the State of California supporting all assessments contemplated by the management district plan.

(m) Any other item or matter required to be incorporated therein by the city council.

36623. Procedure to levy assessment

- (a) If a city council proposes to levy a new or increased property assessment, the notice and protest and hearing procedure shall comply with Section 53753 of the Government Code.
- (b) If a city council proposes to levy a new or increased business assessment, the notice and protest and hearing procedure shall comply with Section 54954.6 of the Government Code, except that notice shall be mailed to the owners of the businesses proposed to be assessed. A protest may be made orally or in writing by any interested person. Every written protest shall be filed with the clerk at or before the time fixed for the public hearing. The city council may waive any irregularity in the form or content of any written protest. A written protest may be withdrawn in writing at any time before the conclusion of the public hearing. Each written protest shall contain a description of the business in which the person subscribing the protest is interested sufficient to identify the business and, if a person subscribing is not shown on the official records of the city as the owner of the business, the protest shall contain or be accompanied by written evidence that the person subscribing is the owner of the business or the authorized representative. A written protest that does not comply with this section shall not be counted in determining a majority protest. If written protests are received from the owners or authorized representatives of businesses in the proposed district that will pay 50 percent or more of the assessments proposed to be levied and protests are not withdrawn so as to reduce the protests to less than 50 percent, no further proceedings to levy the proposed assessment against such businesses, as contained in the resolution of intention, shall be taken for a period of one year from the date of the finding of a majority protest by the city council.
- (c) If a city council proposes to conduct a single proceeding to levy both a new or increased property assessment and a new or increased business assessment, the notice and protest and hearing procedure for the property assessment shall comply with subdivision (a), and the notice and protest and hearing procedure for the business assessment shall comply with subdivision (b). If a majority protest is received from either the property or business owners, that respective portion of the assessment shall not be levied. The remaining portion of the assessment may be levied unless the improvement or other special benefit was proposed to be funded by assessing both property and business owners.

36624. Changes to proposed assessments

At the conclusion of the public hearing to establish the district, the city council may adopt, revise, change, reduce, or modify the proposed assessment or the type or types of improvements, maintenance, and activities to be funded with the revenues from the assessments. Proposed assessments may only be revised by reducing any or all of them. At the public hearing, the city council may only make changes in, to, or from the boundaries of the proposed property and business improvement district that will exclude territory that will not benefit from the proposed improvements, maintenance, and activities. Any modifications, revisions, reductions, or changes to the proposed assessment district shall be reflected in the notice and map recorded pursuant to Section 36627.

36625. Resolution of formation

- (a) If the city council, following the public hearing, decides to establish a proposed property and business improvement district, the city council shall adopt a resolution of formation that shall include, but is not limited to, all of the following:
 - (1) A brief description of the proposed improvements, maintenance, and activities, the amount of the proposed assessment, a statement as to whether the assessment will be levied on property, businesses, or both within the district, a statement on whether bonds will be issued, and a description of the exterior boundaries of the proposed district, which may be made by reference to any plan or map that is on file with the clerk. The descriptions and statements need not be detailed and shall be sufficient if they enable an owner to generally identify the nature and extent of the improvements, maintenance, and activities and the location and extent of the proposed district.
 - (2) The number, date of adoption, and title of the resolution of intention.
 - (3) The time and place where the public hearing was held concerning the establishment of the district.
 - (4) A determination regarding any protests received. The city shall not establish the district or levy assessments if a majority protest was received.
 - (5) A statement that the properties, businesses, or properties and businesses in the district established by the resolution shall be subject to any amendments to this part.

- (6) A statement that the improvements, maintenance, and activities to be conferred on businesses and properties in the district will be funded by the levy of the assessments. The revenue from the levy of assessments within a district shall not be used to provide improvements, maintenance, or activities outside the district or for any purpose other than the purposes specified in the resolution of intention, as modified by the city council at the hearing concerning establishment of the district. Notwithstanding the foregoing, improvements and activities that must be provided outside the district boundaries to create a special or specific benefit to the assessed parcels or businesses may be provided, but shall be limited to marketing or signage pointing to the district.
- (7) A finding that the property or businesses within the area of the property and business improvement district will be benefited by the improvements, maintenance, and activities funded by the proposed assessments, and, for a property-based district, that property within the district will receive a special benefit.
- (8) In a property-based district, the total amount of all special benefits to be conferred on the properties within the property-based district.
- (b) The adoption of the resolution of formation and, if required, recordation of the notice and map pursuant to Section 36627 shall constitute the levy of an assessment in each of the fiscal years referred to in the management district plan.

36627. Notice and assessment diagram

Following adoption of the resolution establishing district assessments on properties pursuant to Section 36625, the clerk shall record a notice and an assessment diagram pursuant to Section 3114. No other provision of Division 4.5 (commencing with Section 3100) applies to an assessment district created pursuant to this part.

36628. Establishment of separate benefit zones within district; Categories of businesses

The city council may establish one or more separate benefit zones within the district based upon the degree of benefit derived from the improvements or activities to be provided within the benefit zone and may impose a different assessment within each benefit zone. If the assessment is to be levied on businesses, the city council may also define categories of businesses based upon the degree of benefit that each will derive from the improvements or activities to be provided within the district and may impose a different assessment or rate of assessment on each category of business, or on each category of business within each zone.

36628.5. Assessments on businesses or property owners

The city council may levy assessments on businesses or on property owners, or a combination of the two, pursuant to this part. The city council shall structure the assessments in whatever manner it determines corresponds with the distribution of benefits from the proposed improvements, maintenance, and activities, provided that any property-based assessment conforms with the requirements set forth in paragraph (2) of subdivision (k) of Section 36622.

36629. Provisions and procedures applicable to benefit zones and business categories

All provisions of this part applicable to the establishment, modification, or disestablishment of a property and business improvement district apply to the establishment, modification, or disestablishment of benefit zones or categories of business. The city council shall, to establish, modify, or disestablish a benefit zone or category of business, follow the procedure to establish, modify, or disestablish a property and business improvement district.

36630. Expiration of district; Creation of new district

If a property and business improvement district expires due to the time limit set pursuant to subdivision (h) of Section 36622, a new management district plan may be created and the district may be renewed pursuant to this part.

CHAPTER 3: Assessments

36631. Time and manner of collection of assessments; Delinquent payments

The collection of the assessments levied pursuant to this part shall be made at the time and in the manner set forth by the city council in the resolution levying the assessment. Assessments levied on real property may be collected at the same time and in the same manner as for the ad valorem property tax, and may provide for the same lien priority and penalties for delinquent payment. All delinquent payments for assessments levied pursuant to this part may be charged interest and penalties.

36632. Assessments to be based on estimated benefit; Classification of real property and businesses; Exclusion of residential and agricultural property

- (a) The assessments levied on real property pursuant to this part shall be levied on the basis of the estimated benefit to the real property within the property and business improvement district. The city council may classify properties for purposes of determining the benefit to property of the improvements and activities provided pursuant to this part.
- (b) Assessments levied on businesses pursuant to this part shall be levied on the basis of the estimated benefit to the businesses within the property and business improvement district. The city council may classify businesses for purposes of determining the benefit to the businesses of the improvements and activities provided pursuant to this part.
- (c) Properties zoned solely for residential use, or that are zoned for agricultural use, are conclusively presumed not to benefit from the improvements and service funded through these assessments, and shall not be subject to any assessment pursuant to this part.

36633. Time for contesting validity of assessment

The validity of an assessment levied under this part shall not be contested in an action or proceeding unless the action or proceeding is commenced within 30 days after the resolution levying the assessment is adopted pursuant to Section 36625. An appeal from a final judgment in an action or proceeding shall be perfected within 30 days after the entry of judgment.

36634. Service contracts authorized to establish levels of city services

The city council may execute baseline service contracts that would establish levels of city services that would continue after a property and business improvement district has been formed.

36635. Request to modify management district plan

The owners' association may, at any time, request that the city council modify the management district plan. Any modification of the management district plan shall be made pursuant to this chapter.

36636. Modification of plan by resolution after public hearing; Adoption of the resolution of intention

- (a) Upon the written request of the owners' association, the city council may modify the management district plan after conducting one public hearing on the proposed modifications. The city council may modify the improvements and activities to be funded with the revenue derived from the levy of the assessments by adopting a resolution determining to make the modifications after holding a public hearing on the proposed modifications. If the modification includes the levy of a new or increased assessment, the city council shall comply with Section 36623. Notice of all other public hearings pursuant to this section shall comply with both of the following:
 - (1) The resolution of intention shall be published in a newspaper of general circulation in the city once at least seven days before the public hearing.
 - (2) A complete copy of the resolution of intention shall be mailed by first class mail, at least 10 days before the public hearing, to each business owner or property owner affected by the proposed modification.
- (b) The city council shall adopt a resolution of intention which states the proposed modification prior to the public hearing required by this section. The public hearing shall be held not more than 90 days after the adoption of the resolution of intention.

36637. Reflection of modification in notices recorded and maps

Any subsequent modification of the resolution shall be reflected in subsequent notices and maps recorded pursuant to Division 4.5 (commencing with Section 3100), in a manner consistent with the provisions of Section 36627.

36638. Assessment as government improvised fee on Civ C § 1770 transaction [Operative July 1, 2024]

(a) A business assessment pursuant to this part is a fee imposed by a government on the transaction for purposes of paragraph (29) of subdivision (a) of Section 1770 of the Civil Code.

(b) This section shall become operative on July 1, 2024.

CHAPTER 3.5 Financing

36640. Bonds authorized; Procedure; Restriction on reduction or termination of assessments

(a) The city council may, by resolution, determine and declare that bonds shall be issued to finance the estimated cost of some or all of the proposed improvements described in the resolution of formation adopted pursuant to Section 36625, if the resolution of formation adopted pursuant to that section provides for the issuance of bonds, under the Improvement Bond Act of 1915 (Division 10 (commencing with Section 8500)) or in conjunction with Marks–Roos Local Bond Pooling Act of 1985 (Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the Government Code). Either act, as the case may be, shall govern the proceedings relating to the issuance of bonds, although proceedings under the Bond Act of 1915 may be modified by the city council as necessary to accommodate assessments levied upon business pursuant to this part.

(b) The resolution adopted pursuant to subdivision (a) shall generally describe the proposed improvements specified in the resolution of formation adopted pursuant to Section 36625, set forth the estimated cost of those improvements, specify the number of annual installments and the fiscal years during which they are to be collected. The amount of debt service to retire the bonds shall not exceed the amount of revenue estimated to be raised from assessments over 30 years.

(c) Notwithstanding any other provision of this part, assessments levied to pay the principal and interest on any bond issued pursuant to this section shall not be reduced or terminated if doing so would interfere with the timely retirement of the debt.

CHAPTER 4. Governance

36650. Report by owners' association; Approval or modification by city council

(a) The owners' association shall cause to be prepared a report for each fiscal year, except the first year, for which assessments are to be levied and collected to pay the costs of the improvements, maintenance, and activities described in the report. The owners' association's first report shall be due after the first year of operation of the district. The report may propose changes, including, but not limited to, the boundaries of the property and business improvement district or any benefit zones within the district, the basis and method of levying the assessments, and any changes in the classification of property, including any categories of business, if a classification is used.

(b) The report shall be filed with the clerk and shall refer to the property and business improvement district by name, specify the fiscal year to which the report applies, and, with respect to that fiscal year, shall contain all of the following information:

(1) Any proposed changes in the boundaries of the property and business improvement district or in any benefit zones or classification of property or businesses within the district.

(2) The improvements, maintenance, and activities to be provided for that fiscal year.

(3) An estimate of the cost of providing the improvements, maintenance, and activities for that fiscal year.

(4) The method and basis of levying the assessment in sufficient detail to allow each real property or business owner, as appropriate, to estimate the amount of the assessment to be levied against his or her property or business for that fiscal year.

(5) The estimated amount of any surplus or deficit revenues to be carried over from a previous fiscal year.

- (6) The estimated amount of any contributions to be made from sources other than assessments levied pursuant to this part.
- (c) The city council may approve the report as filed by the owners' association or may modify any particular contained in the report and approve it as modified. Any modification shall be made pursuant to Sections 36635 and 36636.
- The city council shall not approve a change in the basis and method of levying assessments that would impair an authorized or executed contract to be paid from the revenues derived from the levy of assessments, including any commitment to pay principal and interest on any bonds issued on behalf of the district.

36651. Designation of owners' association to provide improvements, maintenance, and activities

The management district plan may, but is not required to, state that an owners' association will provide the improvements, maintenance, and activities described in the management district plan. If the management district plan designates an owners' association, the city shall contract with the designated nonprofit corporation to provide services.

CHAPTER 5. Renewal

36660. Renewal of district; Transfer or refund of remaining revenues; District term limit

- (a) Any district previously established whose term has expired, or will expire, may be renewed by following the procedures for establishment as provided in this chapter.
- (b) Upon renewal, any remaining revenues derived from the levy of assessments, or any revenues derived from the sale of assets acquired with the revenues, shall be transferred to the renewed district. If the renewed district includes additional parcels or businesses not included in the prior district, the remaining revenues shall be spent to benefit only the parcels or businesses in the prior district. If the renewed district does not include parcels or businesses included in the prior district, the remaining revenues attributable to these parcels shall be refunded to the owners of these parcels or businesses.
- (c) Upon renewal, a district shall have a term not to exceed 10 years, or, if the district is authorized to issue bonds, until the maximum maturity of those bonds. There is no requirement that the boundaries, assessments, improvements, or activities of a renewed district be the same as the original or prior district.

CHAPTER 6. Disestablishment

36670. Circumstances permitting disestablishment of district; Procedure

- (a) Any district established or extended pursuant to the provisions of this part, where there is no indebtedness, outstanding and unpaid, incurred to accomplish any of the purposes of the district, may be disestablished by resolution by the city council in either of the following circumstances:
- (1) If the city council finds there has been misappropriation of funds, malfeasance, or a violation of law in connection with the management of the district, it shall notice a hearing on disestablishment.
 - (2) During the operation of the district, there shall be a 30-day period each year in which assesses may request disestablishment of the district. The first such period shall begin one year after the date of establishment of the district and shall continue for 30 days. The next such 30-day period shall begin two years after the date of the establishment of the district. Each successive year of operation of the district shall have such a 30-day period. Upon the written petition of the owners or authorized representatives of real property or the owners or authorized representatives of businesses in the district who pay 50 percent or more of the assessments levied, the city council shall pass a resolution of intention to disestablish the district. The city council shall notice a hearing on disestablishment.
- (b) The city council shall adopt a resolution of intention to disestablish the district prior to the public hearing required by this section. The resolution shall state the reason for the disestablishment, shall state the time and place of the public hearing, and shall contain a proposal to dispose of any assets acquired with the revenues of the assessments levied within the property and business improvement district. The notice of the hearing on disestablishment required by this section shall be given by mail to the property owner of

each parcel or to the owner of each business subject to assessment in the district, as appropriate. The city shall conduct the public hearing not less than 30 days after mailing the notice to the property or business owners. The public hearing shall be held not more than 60 days after the adoption of the resolution of intention.

36671. Refund of remaining revenues upon disestablishment or expiration without renewal of district; Calculation of refund; Use of outstanding revenue collected after disestablishment of district

- (a) Upon the disestablishment or expiration without renewal of a district, any remaining revenues, after all outstanding debts are paid, derived from the levy of assessments, or derived from the sale of assets acquired with the revenues, or from bond reserve or construction funds, shall be refunded to the owners of the property or businesses then located and operating within the district in which assessments were levied by applying the same method and basis that was used to calculate the assessments levied in the fiscal year in which the district is disestablished or expires. All outstanding assessment revenue collected after disestablishment shall be spent on improvements and activities specified in the management district plan.
- (b) If the disestablishment occurs before an assessment is levied for the fiscal year, the method and basis that was used to calculate the assessments levied in the immediate prior fiscal year shall be used to calculate the amount of any refund.

APPENDIX 2 – ASSESSED BUSINESSES

Business Name	Business Address
212 Properties II LLC	5274 N Angus St
9163 Motel 6	4080 N Blackstone Ave
9170 Motel 6	4245 N Blackstone Ave
Aaron E Corbin Sr.	6910 E Ramona Way
Adam Merrill	4716 E Rialto Ave
Ahmad Khattaie	2695 E Spice Way
Aircasa LLC	1460 N Del Mar Ave
Alexander Frosig and Co.	7181 E Harvard Ave
Alexander Medina	2988 E Terrace Ave
Alleha Navarro	1337 N Harrison Ave
Ambassador Inn & Suites	1804 W Olive Ave
Angel Roman Garcia	1430 E La Salle Ave
Anissa K And Edward G Zuniga	4708 W Richert Ave
Apex Realty Management LLC	2079 N Vahe Ave
Arlene Ortiz	720 E Menlo Ave
Asia Lovett - Short Term Rental	2617 E Teague Ave
Avila Johnathon & Christina	2808 E Sierra Ave
Ayres Motel	2710 S Orange Ave
B1-66er LLC	1349 N St # B
B1-66er LLC	1359 N St
Best Western Fresno Airport Hotel	1551 N Peach Ave
Best Western Fresno Inn	480 E Shaw Ave
Best Western Village Inn	3110 N Blackstone Ave
Better Staycation LLC	255 N Van Ness Ave
Big Star Motel	2325 S G St
Bill And Rose Ann Bogdanov	824 E Serena Ave
Blake German	2881 Huntington Blvd Apt 137
Brandon Thomas Aleshire	1025 E Buckingham Way
Brenda K Carlson Trs	744 E Birch Ave
Brian Fausone	6699 N West Ave
Brian Fausone	7089 W Scott Ave
Brittney Alicia Watters	6883 E Erin Ave
Brittney Boolootian	11625 N Bella Vita Ave
Brittney Maldonado	5416 W Swift Ave
Bulldog Lane Investments LLC	6020 N Gentry Ave
Caitlyn Dervishian	11329 N Garden Sage Ave
Capital Republic	3577 Lincoln Ave
Catalina Meraz	3429 E Dakota Ave
Cavalier California (La Quinta)	2926 Tulare St

Cayce Baierski	6538 N Valentine Ave
Charles Newcomb	9598 N Sharon Ave
Chennault bnb LLC	1807 E Chennault Ave
Chris Healy	6468 N 7th St
Clarion Pointe Fresno Yosemite	4061 N Blackstone Ave
Comfort Suites	102 E Herndon Ave
Country Inn	6065 N Thesta St
Courtyard By Marriott - Fresno	140 E Shaw Ave
Cozy Bertha	7138 W San Ramon Ave
Cre LLC	3333 N Mariposa St
Cre LLC	5901 E Dakota Ave
Cre LLC	4465 W Avalon Ave Apt 101
Cre LLC	4465 W Avalon Ave Apt 201
Cre LLC	4465 W Avalon Ave Apt 102
Cre LLC	4636 N Fisher St
Cre LLC	5182 E Illinois Ave
CRMC Suites	1133 S St
Crystal Arredondo Rodriguez	6236 E Farrin Ave
Dang Hong Nhat Bui	3544 E Dayton Ave
Danh Hong & Thuan T Nguyen Trustees	2321 S Bush Ave
David G Pipes	558 S Renn Ave
David Thalman	6219 E Sasha Dr
Days Inn Fresno South Hwy 99 And Jensen	2640 S 2nd St
Days Inn Yosemite Park	6090 N Blackstone Ave
Deniz Delamora	1641 E Cole Ave
Donald Williams	1006 W Cornell Ave
Dorothy Francis	8153 N Cedar Ave Apt 119
Double Deck Stays LLC	214 E Pine Ave
Dream Inn	2425 Merced St
DT Rentals	68 W Norwich Ave
Dye Laurie M	3610 N Wishon Ave
Economy Inn	4290 N Blackstone Ave
Eduardo Hernandez Mendoza	2446 E Simpson Ave
El Muir Motel	2339 S G St
Elvin T Tado	4458 W Langden Dr
Emerald Oak Rea	3170 Redington Ave
Eric Wilson	738 E Yale Ave
Ernesto Vera	936 E Cortland Ave
Ethel Walker	3746 W Palo Alto Ave
Everardo Mendoza-Barragan	210 E Harvard Ave
Everrett Chow	1080 E Sierra Ave
Executive Inn	797 N Parkway Dr

Extended Stay America # 486	7135 N Fresno St
Fairfield Inn & Suites	330 E Fir Ave
Fairfield Inn & Suites Fresno Yosemite International	1535 N Peach Ave
Farris	2504 N Farris Ave
Federico Castro-Jimenez	5770 W Sample Ave
Feil Bryan A & Kimberly R Trustees	430 N Calaveras St
Fen Heng	2434 S Marion Ave
Fernando Vargas Martinez	1589 E Roberts Ave
Formosa Inn	4965 N Forestiere Ave
Frank Sanchez Jr	6 E Cortland Ave
Fresno Getaway	2489 S Judy Ave
Fresno Hotel And Conference Center	2233 Ventura St
Fresno Hoteliers, LLC	2570 S East Ave
Fresno Ranch Vacation Home Retreat	5139 E Townsend Ave
Fresno Short Term Rentals LLC	3339 N Van Ness Blvd
Gables Motel	2833 E Church Ave
Gabriela Romero Gonzalez	6060 N Lola Ave
Garden Inn And Suites	4949 N Forestiere Ave
Garden View Inn	7117 N Blackstone Ave
Garrick Air Bnb	650 W Donner Ave
German Zuniga	6568 E Atchison St
German Zuniga	6067 E Dayton Ave
German Zuniga	6019 E Hampton Way
Good Manor Stays	1245 N Linden Ave
Grace Kiburi	3606 N Douglas Ave
Gregory Franklin	3073 E Simpson Ave Apt A
Grigor & Aida Bursalyan	3259 N Dewey Ave
Griselda Avila	5256 N Bond St
Griselda G Sanchez	149 W Eden Ave
Gruver Properties	
Gundas LLC	3710 N Maroa Ave
Gurbax S Sidhu	3253 N Dante Ave
Hampton Inn	1515 N Peach Ave
Hampton Inn & Suites Fresno	327 E Fir Ave
Hampton Inn And Suites	7194 W Kathryn Ave
Hareesh Shankar	2718 E Pryor Dr
Heather Lee	3945 N Ricewood Ave
Hoan Le Do I Th	3581 Buckingham Ave
Holiday Inn Express & Suites	2660 S 2nd St
Holiday Inn Express & Suites	7115 N Howard St
Holiday Inn Express And Suites	7191 W Kathryn Ave

Hometowne Studios Fresno West # 3506	3460 W Shaw Ave
Homewood Suites Fresno	6820 N Fresno St
Hotel Piccadilly	2305 W Shaw Ave
Hyatt Place Fresno	7333 N Fresno St
Ian Divinagracia	6610 E Berkeley Ave
Imade & Moses Osaghae	1399 N Caesar Ave
J & I Enterprises	4134 N Maroa Ave
J L Marquez Properties LLC	1223 E Sarazen Ave
Jacqueline Hensley	6780 E Cornell Ave
Jaime Zaragoza And Monica Garcia Villanueva	6602 N West Ave
Jason Kenny Chan	1001 E Sussex Way
Jessica Galvan	589 E Vartikian Ave
Jim Wu Chun Huang	1018 E Sierra Ave
JM Holcomb Home	1902 E Deyoung Dr
John Chijioke Ihejirika	10454 N Dearing Ave
John Therampilly	4832 E San Gabriel Ave
Johnathan Ausburn	5328 N Hazel Ave
Jon Renge	1380 N Linden Ave
Jose Gutierrez Air Bnb	2257 S Miami Ave
Joseph & Priscilla Schiedel	5323 W Hampton Way
Joseph Warren	1340 N Winery Ave
Just Like Home	5340 N Silverado Ave
Justin & Heather Aldi	5655 N 8th St
Justin & Heather Aldi	687 E Paul Ave
Justin & Heather Aldi	1888 E Lester Ave
Justin Foraker	1533 N Harrison Ave
Kelly And Anne Peck	9560 N Barton Ave
Keng H Ng	7567 N 6th St
Keng H Ng	3803 E Gettysburg Ave
Keng Ng	6201 E Mono St
Kevin Hinojosa	5563 W Menlo Ave
Kevin Wynne	7064 E Weldon Ave
Kim Lay	5764 E Pitt Ave
Kings Canyon Motel	4770 E Kings Canyon Rd
Kristie Chen	5656 E Lorena Ave
Kristie Chen	5768 E Pitt Ave
Kyle Woodall	1035 W Alamos Ave
La Quinta Inn & Suites	5077 N Cornelia Ave
La Quinta Inns # 650	2926 Tulare St
Lc Development LLC	10705 N Lanes Rd
Lee Houava	5760 N Callisch Ave
Libia Espinoza Macias	4123 W Cortland Ave

Libia Espinoza Macias	4003 W Dayton Ave
Lloyd & Kathryn Moritz	6593 E Lowe Ave
Ly Hoy Tang	5172 E Balch Ave
Mai Luong	8207 N Del Mar Ave
Maria Delia Rodriguez	615 W University Ave # 2
Maria L Nou	1550 W Ashlan Ave Apt 223
Martin E Mercado Mercado	6310 N Glenn Ave
Marvin A Hooker	1129 N Glenn Ave
Melanie Halstead	122 W Cortland Ave
Mg Hospitality LLC DbA Fairfield Inn & Suites	1710 W Shaw Ave
Mid Century Vacation Home Retreat	5271 E Townsend Ave
Mohammad And Maha Mhaissen	2954 E Brandon Ln
Mohammad Reza Sabet Ghadam	10373 N Baird Ave
Moonstone	35 Pollasky Ave
Motel 6	5021 N Barcus Ave
Motel 6	445 N Parkway Dr
Motel 6	1087 N Parkway Dr
Nadezhda & Viktar Korshun	1329 E San Ramon Ave Apt B
Nhul Tom Ven	5773 E Lorena Ave
Nicole Jones	1930 N Laureen Ave Apt 101
Nicole Jones	1930 N Laureen Ave Apt 102
Nicole Palmer	710 E Peralta Way
Niko Homes Inc.	495 W Antonio Dr
Nong Lee & Moua Vang	5046 N Annapolis Ave
Oceanic Fresno LP	4141 N Blackstone Ave
Of Sparta	3098 Poe Ave
Old Town Hideaway	319 5th St Ste B
Oliva & Associates LLC	126 E Harvard Ave
Pablo Solis	6690 E Berkeley Ave
Parkway Inn	959 N Parkway Dr
Patel Sonal	6980 E Giavanna Ave
Peach Avenue	65 Peach Ave
Phuong Nguyen Nguyen	6591 E Christine Ave
Piccadilly Inn Airport	5115 E Mckinley Ave
Piccadilly Inn Express	5113 E Mckinley Ave
Pine Tree Apartment	4569 E Alamos Ave
Pishon LLC	353 N Diana St
Pishon LLC	503 E Sooner Dr
Plaza Motel	1940 Broadway St
Polina & Ryan W Harbert	2658 E Alluvial Ave Apt 117
Premier Hospitality Services	1328 N Van Ness Ave

Prudent And Martin Okoli	2710 N Laverne Ave
Pryor Property Management LLC	1564 E Muncie Ave
Quality Inn & Suites	5455 W Shaw Ave
Quality Inn North	6051 N Thesta St
Radisson Hotel Fresno Conference Center	1055 Van Ness Ave
Rafael Jimenez	4444 E Buckingham Way
Rafaela's Cleaning Service Inc.	1168 E Menlo Ave
Rall Airbnb	1691 Rall Ave
Ramada Fresno	324 E Shaw Ave
Ramada Fresno Northwest	5046 N Barcus Ave
Raquel Gonzalez	512 E Simpson Ave
Rayzon Corporation	306 W Barstow Ave
Rayzon Corporation	6413 N Constance Ave
Rayzon Corporation	2881 Huntington Blvd Apt 225
Rebekah Donaldson	942 N Harrison Ave
Regency Inn	3844 N Blackstone Ave
Residence Inn By Marriott - Fresno	5322 N Diana St
Revathi Dubagunta	836 E Serena Ave
Reyes Real Esta	2496 Los Altos Ave
Richard & Vickie Jimenez	5402 N Salinas Ave
Richard Lay	5276 E Geary St
Robert Klaus Dorn Jr	773 E Birch Ave
Rockhouse Investments	2565 E Portland Ave
Rodeo Lodge (America's Best)	1616 Clovis Ave
Ronisha Lee	6860 E Fedora Ave
Rosimeri Gomes Tran	5836 E Erin Ave
Ross Bowling	410 E Brown Ave
Ruben Navarro	4549 N Glenn Ave Apt 108
S & S Express	9791 N Woodrow Ave
Salazar, Nicole & Ruben	1123 E Dakota Ave
Salazar, Nicole & Ruben	7441 E Robinson Ave
Salvador Palafox	1247 N Thorne Ave
Salvador Palafox	3006 N Mariposa St
Samurai Properties Inc	1011 N Arthur Ave
Samurai Properties Inc	3471 W Roberts Ave
Samurai Properties Inc	972 N Arthur Ave
Samurai Properties Inc	1536 N Carruth Ave
Samurai Properties Inc	1116 W Dakota Ave
Samurai Properties Inc	3354 E Simpson Ave
Samurai Properties Inc	3337 E Cornell Ave
Samurai Properties Inc	4337 N Brooks Ave

Samurai Properties Inc	831 W Swift Ave
Samurai Properties Inc	1644 W Lansing Way
Samurai Properties Inc	1033 W Holland Ave
Samurai Properties Inc	1581 N Durant Way
Samurai Properties Inc	1570 N Durant Way
Samurai Properties Inc	939 W Dayton Ave
Samurai Properties Inc	2846 N Vagedes Ave
Samurai Properties Inc	837 W Harvard Ave
San Joaquin Hotel	1309 W Shaw Ave
Sanchez Investments & Real Estate LLC	6208 N Fisher St
Sands Motel	1441 N Motel Dr
Sandy Chong & Connie Chong	1525 N Ferger Ave
Santa Fe Hotel, Inc. DbA Shepherd's Inn	935 Santa Fe Ave
Scholcomb Family LLC	9244 N Whitney Ave
Selena Mitchell	124 E Michigan Ave
Sequoia Motel	4707 E Kings Canyon Rd
Serena Rimorin & Paul Yang	2918 E Fremont Ave
Sergio Avalos & Lilia Barragan	7097 W San Madele Ave
Sergio Avalos Ayala & Lilia Barragan	2802 N Brix Ave
Shanell Wingfield	5326 E Lyell Ave
Shann Hogue	9547 N Sharon Ave
Short Term Rental Lisa Schauer	5572 W Home Ave
Shuguang Tong	6676 N Nantucket Ave
Sierra Inn	949 N Parkway Dr
Simonian Property	628 Oxford Ave
Smooth Water Properties LLC	548 W Twain Ave
Smooth Water Properties LLC	1331 E Loftus Ln
Sneha Swarup & Sridhar Lakshminarasimha	9445 N Garden Ave
Sobaje	805 Woodworth Ave
Soch Dt Fresno, LLC	2926 Tulare St
Sonesta Es Suites Fresno	5322 N Diana St
Soukanya Xayavong	3227 E Ashlan Ave
Spacious Private Suite	947 E Birch Ave
Springhill Suites Fresno	6844 N Fresno St
Star2 Hotels Inc	6090 N Blackstone Ave
Studio 6 Motel 6 Fresno Yosemite	6730 N Blackstone Ave
Summerfield Inn	6309 N Blackstone Ave
Susie Air LLC	1715 W Clinton Ave Apt 105
Susie Air LLC	1715 W Clinton Ave Apt 111
Susie Air LLC	1715 W Clinton Ave Apt 112
Susie Air LLC	1715 W Clinton Ave Apt 126

Sylvia Mata	744 E Voorman Ave
T & G Furnished Rentals LLC	6952 E Simpson Ave
T & G Furnished Rentals LLC	6206 E Fedora Ave
Tania Hernandez	642 E Garland Ave
Tejinder Randhawa	2824 E Teaberry Dr
The Mission Investment Group	136 W Sierra Ave
The Morris Resort	7253 W Morris Ave
Thuan Duong	2170 E Sawgrass Ave
Tony Rodriguez	255 W Locust Ave
Tourig Properties LLC	4334 N Emerson Ave Apt 101
Tourig Properties LLC	4334 N Emerson Ave Apt 102
Towneplace Suites By Marriott	7127 N Fresno St
Travel Inn	1444 W White Ave
Travelodge	2127 Inyo St
Travelodge Fresno Yosemite	3876 N Blackstone Ave
Tri Wade Homes Inc	2416 S Preuss Ave
Tri Wade Homes Inc	3368 E Hampton Way
Tri Wade Homes Inc	1418 W Alluvial Ave
Tripp Elmer D & Teofila B	2361 N Gilroy Ave
Twenty Nineteen LLC	386 N Calaveras St
University Inn	2655 E Shaw Ave
University Square Hotel	4961 N Cedar Ave
Upscale Tropical Home	5160 W Oslin Ave
Valley Inn	933 N Parkway Dr
Venture Enterprise LLC	3611 N Douglas Ave
Vernon Mello	2975 E Austin Way
Vicente C Sanchez	6109 N Caspian Ave
Victoria Lay And Fen Heng	5765 E Truman Ave
Villa Motel	817 N Parkway Dr
Wesley Fu	4481 E Ashlan Ave
Wyndham Garden Fresno Yosemite Airport	5090 E Clinton Way
Xiong Paradise Stay	5022 N Annapolis Ave
Xj Properties LLC	3331 E Palo Alto Ave
Xj Properties LLC	5327 N El Sol Ave
Xj Properties LLC	5693 N Raisina Ave
Xj Properties LLC	842 W Pine Ave
Xu Yi Qiang	1483 East Portals Avenue
Zheng Xiaolian & Zhen Xu	9133 N Stoneridge Ln

EXHIBIT B

Insurance Requirements

(a) Throughout the life of this Agreement, Organization shall pay for and maintain in full force and effect all insurance as required herein with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by City's Risk Manager or designee at any time and in its sole discretion. The required policies of insurance as stated herein shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to City, its officers, officials, employees, agents, and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

(b) If at any time during the life of the Agreement or any extension, Organization or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to Organization shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City pursuant to this section shall in any way relieve Organization of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by Organization shall not be deemed to release or diminish the liability of Organization, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Organization. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Organization, vendors, suppliers, invitees, contractors, sub-contractors, subcontractors, or anyone employed directly or indirectly by any of them.

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."

2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).

3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

MINIMUM LIMITS OF INSURANCE

ORGANIZATION, or any party the ORGANIZATION subcontracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. COMMERCIAL GENERAL LIABILITY:

- (i) \$2,000,000 per occurrence for bodily injury and property damage;
- (ii) \$2,000,000 per occurrence for personal and advertising injury;
- (iii) \$4,000,000 aggregate for products and completed operations; and,
- (iv) \$4,000,000 general aggregate applying separately to the work performed under the Agreement.

2. COMMERCIAL AUTOMOBILE LIABILITY:

\$1,000,000 per accident for bodily injury and property damage.

3. WORKERS' COMPENSATION INSURANCE as required by the State of California with statutory limits.

4. EMPLOYER'S LIABILITY:

- (i) \$1,000,000 each accident for bodily injury;
- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

5. Professional Liability (Errors & Omissions):

- (i) \$1,000,000 per claim/occurrence; and,
- (ii) \$2,000,000 policy aggregate.

UMBRELLA OR EXCESS INSURANCE

In the event ORGANIZATION purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

ORGANIZATION shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and ORGANIZATION shall also be responsible for payment of any self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. CITY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds. Additional Insured status for all ongoing and completed operations under the General Liability policy shall be as broad as that contained in ISO Form CG 20 10 11 85.
2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents and volunteers.
3. For any claims relating to this Agreement, ORGANIZATION'S insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents and volunteers shall be excess of ORGANIZATION'S insurance and shall not contribute with it. Primary and non-contributory status under the General Liability policy shall be as broad as that contained in ISO Form CG 20 01 04 13.
4. Should any of these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

All policies of insurance shall contain, or be endorsed to contain, the following provision: ORGANIZATION and its insurer shall waive any right of subrogation against CITY, its officers, officials, employees, agents and volunteers.

All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice by certified mail, return receipt requested, has been given to CITY. ORGANIZATION is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, ORGANIZATION shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, ORGANIZATION shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

If the Professional Liability (Abuse & Molestation) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by ORGANIZATION.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five (5) year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by ORGANIZATION, ORGANIZATION must purchase "extended reporting" coverage for a minimum of five (5) years completion of the Agreement work or termination of the Agreement, whichever occurs first.
4. A copy of the claims reporting requirements must be submitted to CITY for review.

5. These requirements shall survive expiration or termination of the Agreement.

SUBCONTRACTORS

If ORGANIZATION subcontracts any or all of the services to be performed under this Agreement, ORGANIZATION shall require, at the discretion of the CITY Risk Manager or designee, subcontractor(s) to enter into a separate Side Agreement with the City to provide required indemnification and insurance protection. Any required Side Agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by CITY Risk Manager or designee. If no Side Agreement is required, ORGANIZATION will be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.

VERIFICATION OF COVERAGE

ORGANIZATION shall furnish CITY with all certificate(s) and applicable endorsements effecting coverage required hereunder. All certificates and applicable endorsements are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, ORGANIZATION shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.