



**CITY OF BEVERLY HILLS COMMUNITY CHARITABLE FOUNDATION**

**SPECIAL MEETING**

**CITY HALL  
455 North Rexford Drive  
4<sup>th</sup> Floor Conference Room A  
Beverly Hills, CA 90210**

**Wednesday, December 13, 2017  
4:30 PM**

I, Mahdi Aluzri, Chief Executive Officer of the Beverly Hills Community Charitable Foundation, hereby call a Special Meeting of the Beverly Hills Community Charitable Foundation at the time and place noted above to discuss matters listed in the agenda below.

**SPECIAL MEETING AGENDA**

1. Special Meeting Agenda

See attached agenda.

2. Adjournment

  
\_\_\_\_\_  
Mahdi Aluzri, CEO

**Posted: December 8, 2017**



In accordance with the Americans with Disabilities Act, Conference Room A is wheelchair accessible. If you need special assistance to attend this meeting, please call the City Manager's Office at (310) 285-1014 or TTY (310) 285-6881. Please notify the City Manager's Office at least twenty-four (24) hours prior to the meeting if you require captioning service so that reasonable arrangements can be made.

A detailed packet is available for review in the Library and City Clerk's Office.



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## **CITY OF BEVERLY HILLS COMMUNITY CHARITABLE FOUNDATION**

### **SPECIAL MEETING**

**CITY HALL  
455 North Rexford Drive  
4<sup>th</sup> Floor Conference Room A  
Beverly Hills, CA 90210**

**Wednesday, December 13, 2017  
4:30 PM**

### **AGENDA**

#### **ROLL CALL**

#### **SWEARING IN OF NEW BOARD MEMBER**

#### **COMMUNICATIONS FROM THE AUDIENCE**

- 1. Adoption of Foundation Board of Directors Meeting Minutes**
  - (a) June 27, 2017 Board Meeting
- 2. City of Beverly Hills Community Charitable Foundation (CBHCCF) Report of Donations and Financial Statements**
  - (a) Schedule of Donations to be Approved
  - (b) Schedule of All Donations Received to Date
  - (c) Balance Sheet and Income Statement
- 3. Donation Pledges for Beverly Gardens Park Renovation Project**
- 4. Agreement Between the City of Beverly Hills, the City of Beverly Hills Community Charitable Foundation, the Parking Authority and Crowe Horwath LLP for Professional Audit Services**
- 5. 2017 Biennial Conflict of Interest Code Report (Exhibits A & B)-  
City of Beverly Hills Community Charitable Foundation**

#### **COMMUNICATIONS FROM THE BOARD**

#### **ADJOURNMENT**

**CITY OF BEVERLY HILLS  
Community Charitable Foundation  
Board of Directors Meeting**

**MINUTES**

**City Hall  
455 North Rexford Drive  
4<sup>th</sup> Floor Conference Room A  
Beverly Hills, CA 90210**

**Tuesday, June 27, 2017  
5:30 p.m.**

The City of Beverly Hills Community Charitable Foundation (CBHCCF) Board meeting was held in the 4<sup>th</sup> Floor Conference Room A at 5:30 p.m.

**ROLL CALL**

**Directors Present:** Julian Gold M.D., Kathleen Rothner, Lester Friedman, and Howard Fisher  
**Directors Absent:** Ronit Stone  
**Officers Present:** Chief Financial Officer Don Rhoads, Chief Executive Officer Mahdi Aluzri  
**Officers Absent:** None

**Staff:** Community Services Director Nancy Hunt-Coffey, Chief Assistant City Attorney Lolly Enriquez, Interim Assistant Director of Community Services Gisele Grable, and Management Analyst Stephanie Harris

**Attendees:** None

**APPOINTMENT OF CHIEF EXECUTIVE OFFICER**

City Clerk Byron Pope administered the swearing in of Councilmember Lester Friedman and City Treasurer Howard Fisher as CBHCCF Board Members.

**ELECTION OF CHAIRPERSON**

Rothner nominated Howard Fisher.

Moved by Gold seconded by Rothner

**Ayes:** Gold, Rothner, Friedman, and Fisher  
**Noes:** None  
**Abstain:** None

**ELECTION OF VICE-CHAIRPERSON**

Friedman nominated Julian Gold M.D.

Moved by Friedman seconded by Rothner

**Ayes:** Gold, Rothner, Friedman, and Fisher  
**Noes:** None  
**Abstain:** None

## **COMMUNICATIONS FROM THE AUDIENCE**

None.

### **1) Adoption of CBHCCF Board Meeting Minutes**

The September 13, 2016 Minutes reported and filed.

Moved by Rothner seconded by Gold

Ayes: Gold, Rothner

Noes: None

Abstain: Friedman, Fisher

### **2) CBHCCF Foundation Donations Report of Donations and Financial Statements**

Chief Financial Officer Rhoads provided an overview of donations, totaling \$748,814.46, received by the Foundation through June 21, 2017 and since the Board's last meeting on September 13, 2016.

The donations were for the following projects/programs:

\$656,512.46 Beverly Gardens Park Renovation Project

\$43,302 Beverly Hills Community Dog Park

\$10,000 Adopt a Bench Program

\$40,000 Beverly Hills Police Department Program

Donations approved and accepted.

Moved by Gold seconded by Fisher

Ayes: Gold, Rothner, Friedman, and Fisher

Noes: None

Abstain: None

### **3) Donation Pledges for Beverly Gardens Park Renovation Project**

Interim Assistant Director of Community Services Gisele Grable provided information on the City of Beverly Hills Community Charitable Foundation Donation Pledges for Beverly Gardens Park Renovations Project. A \$500,000 donation was received from the Erika Glazer Family Foundation as well as a pledge for an additional \$500,000 for the Beverly Gardens Park restoration project.

### **4) Community Charitable Foundation Board of Directors Update**

Ms. Grable provided an update on the appointment of Allison Balson whose term will begin at the next CBHCCF meeting. The position is currently filled by CBHCCF Director Rothner, whose term is scheduled to end in June but has agreed to remain on the Board until her replacement is seated.

**5) Fundraising Efforts Utilizing the CBHCCF's Name**

Ms. Grable provided information on the list of City-related fundraising efforts that are either currently occurring (Beverly Gardens Park restoration, Dog Park, Adopt a Bench, Police Department Programs) or are proposed for later in the year (LA Marathon Charity Programs). Board members discussed the various programs and requested that City Staff come back with more details when new donations for City programs are being proposed (such as the competitive cheer program that was proposed at a previous CBHCCF meeting).

**ADJOURNMENT**

There being no further business, Chair Fisher, with the consent of the Board, adjourned the meeting at 6:27 p.m.

PASSED, Approved and Adopted  
This 13<sup>th</sup> day of December, 2017.

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Howard Fisher  
Chair – Board of Directors  
City of Beverly Hills Community Charitable Foundation



## CITY OF BEVERLY HILLS

### MEMORANDUM

**To:** City of Beverly Hills Community Charitable Foundation Board of Directors

**From:** Don Rhoads, Chief Financial Officer  
Gisele Grable, Community Services Administrator

**Meeting Date:** December 13, 2017

**Subject:** Community Charitable Foundation Report of Donations and Financial Statements

**Attachments:** 1. Schedule of Donations to be Approved  
2. Schedule of All Donations Received to Date  
3. Balance Sheet and Income Statement

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Attached are financial reports of the Community Charitable Foundation Board as follows:

**1. Schedule of Donations to be Approved**

This report shows all donations, totaling \$42,218 received by the Foundation through December 8, 2017, and since the last Foundation meeting in June 2017. The donations were for the following projects/programs:

\$20,018	Beverly Gardens Park Renovation Project
\$2,100	Beverly Hills Community Dog Park Project
\$20,000	Adopt a Bench Program ( <i>Recognition Plaque on a Park Bench</i> )
\$100	Beverly Hills Bullying Prevention Video Contest ( <i>educational program through Human Relations Commission</i> )

It is recommended that these donations in the amount of \$42,218 be approved and accepted by the Board at this time.

**2. Schedule of All Donations Received to Date**

This report shows all donations received by the Foundation (and the City for the Beverly Gardens Park Project) since the Foundation's inception, totaling \$4.1 million.

**3. Balance Sheet and Income Statement**

These (unaudited) financial reports show the financial activity for fiscal year 2017-2018 and the fiscal position of the Foundation as of December 8, 2107. These reports show that the Foundation received \$42,218 in donations during the fiscal year with a net asset balance of \$290,196.

These financial reports are provided to the Board members for their information. No action is needed other than to approve and accept the list of *Donations to be Approved*.

**City of Beverly Hills Community Charitable Foundation  
Fiscal Year 2018 Donations to be Approved as of 12/08/2017**

<b>NAME OF DONOR</b>	<b>Donation Date</b>	<b>Amount</b>	<b>Purpose of Donation</b>
Alan Abramson (Hershenson Investments, LLC)	8/21, 10/2, 11/22	10,000.00	Beverly Gardens Park
Alan Abramson (A&S Hershenson, LLC)	8/21, 10/2, 11/22	10,000.00	Beverly Gardens Park
Andrew and Jeanna Scharf	8/28/2017	18.00	Beverly Gardens Park
		<b>20,018.00</b>	<b>Total Beverly Gardens Park</b>
Lisa and Andy Licht	11/29/2017	5,000.00	Bench/Plaque in Beverly Gardens
The Mazursky Family Foundation	11/29/2017	5,000.00	Bench/Plaque in Beverly Gardens
Lyn and Laurie Konheim	12/7/2017	5,000.00	Bench/Plaque in Beverly Gardens
Robert Wilson	8/22/2017	5,000.00	Bench/Plaque in Beverly Gardens
		<b>20,000.00</b>	<b>Total Bench/Plaque in City Parks</b>
Kimberly and Benjamin Reiss	8/3/2017	100.00	Dog Park
Terrie Gerber	10/2/2017	1,000.00	Dog Park
Robert Wunderlich and Andrea Spatz	10/30/2017	1,000.00	Dog Park
		<b>2,100.00</b>	<b>Total Dog Park</b>
Jerald and Judith Friedman	10/30/2017	100.00	Bullying Prevention Video contest
		<b>100.00</b>	<b>Total Human Services programs</b>
		<b>42,218.00</b>	<b>Total Donations to be approved as of 12/08/17</b>

the 1990s, the number of people in the UK who are aged 65 and over has increased from 10.5 million to 13.5 million (19.5% of the population).

There is a growing awareness of the need to address the needs of older people in the UK. The Department of Health (2000) has published a strategy for older people, which sets out a vision for the future of health care for older people. The strategy is based on the following principles:

- Older people should be able to live independently in their own homes for as long as possible.
- Older people should be able to access the services they need to live well.
- Older people should be able to participate in decisions about their care and services.
- Older people should be able to live in a safe and secure environment.

The strategy also sets out a number of key objectives for the future of health care for older people.

- To ensure that older people have access to the services they need to live well.
- To ensure that older people are able to participate in decisions about their care and services.
- To ensure that older people are able to live in a safe and secure environment.

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Program/Project	Donors - \$750,000
Beverly Gardens Park	Stewart & Lynda Resnick
Program/Project	Donors - \$500,000
Beverly Gardens Park	Erika J. Glazer Family Foundation
Program/Project	Donors Over \$200,000
Beverly Gardens Park	Brenda & Alan Abramson & Family **
Beverly Gardens Park	Jon D. & Lili M. Bosse
Beverly Gardens Park	Eris & Larry Field Family Foundation **
Beverly Gardens Park	Steven Gordon Family Foundation ** AND Friends of Beverly Gardens, LLC
Beverly Gardens Park	Kennedy Wilson, Inc. - William McMorrow
Beverly Gardens Park	The Wanda Group - Wanda Beverly Hills Properties
Program/Project	Donors Over \$100,000
Beverly Gardens Park	Anonymous
Beverly Gardens Park	Cartier North America - (Jerome Kerr-Jarrett)
Beverly Gardens Park	Robert Zarnegin & Family **
Program/Project	Donors Over \$50,000
Beverly Gardens Park	Walter N. Marks **
Beverly Gardens Park	Jeffrey & Lori Hyland
Program/Project	Donors \$10,000+
Beverly Gardens Park	The Stanley & Joyce Black Family Foundation
Beverly Gardens Park	The Saul Brandman Foundation
Beverly Gardens Park	Judy & Bernard Briskin - Jewish Community Fdtn. of LA
Beverly Gardens Park	Burberry
Beverly Gardens Park	Ray & Lorraine Friedman Family Charitable Foundation
Beverly Gardens Park	Gearys (Gerrick Pickering)
Beverly Gardens Park	Wells Fargo Bank – Steve Ghysels
Beverly Gardens Park	Fred & Betty Hayman - Family Foundation
Beverly Gardens Park	Robert & Denise Hayman
Beverly Gardens Park	Ming & Eva Hsieh
Beverly Gardens Park	Sherry Lansing
Beverly Gardens Park	Anonymous
Beverly Gardens Park	Arthur E. Levine & Lauren B. Leichtman Family Fdtn.
Beverly Gardens Park	Michael J. Libow
Beverly Gardens Park	Bruce Makowsky - BAM Luxury Development Group
Beverly Gardens Park	Maurice Marciano Family Foundation
Beverly Gardens Park	Nathan Family Foundation **
Beverly Gardens Park	Arline & Buddy Pepp - Pepp Family Foundation
Beverly Gardens Park	Ronald Simms
Beverly Gardens Park	Wally's Beverly Hills - Christian Navarro
Program/Project	Donors \$5,000+
Beverly Gardens Park	Robert & Jeanne Anderson
Beverly Gardens Park	Coldwell Banker - Robert Foster
Beverly Gardens Park	Roberta Lynn Haft
Beverly Gardens Park	Hilton & Hyland (Drew Fenton & Susan Smith)
Beverly Gardens Park	Deborah & Ivan Kallick - Bach Charitable Trust
Beverly Gardens Park	Ric & Suzanne Kayne and Jenni & Richard Ehrlick
Beverly Gardens Park	Jean S. & Leonard Marks, M.D.
Beverly Gardens Park	Donna & Stephen Massman
Beverly Gardens Park	Beverly Hills Women's Club (Maxine Nemiroff)
Beverly Gardens Park	Joyce Rey - Coldwell Banker
Beverly Gardens Park	Rodeo Drive Committee (Bill Wiley)
Beverly Gardens Park	New Pacific Realty Corp. - Arnold Rosenstein & David Margulies
Beverly Gardens Park	Brian K. Rosenstein
Beverly Gardens Park	Howard L. Rosoff
Beverly Gardens Park	Maggie & Earl Russell Charitable Foundation

Program/Project	Donors \$1,000+
Beverly Gardens Park	Laurie Ackerman – In honor of Mayor Lili Bosse and In Loving Memory of Warren F. Ackerman by his Daughter Laurie and Granddaughter Carly
Beverly Gardens Park	The Aequilibris Trust (Slutsky)
Beverly Gardens Park	American Commercial Equities
Beverly Gardens Park	Friends of Robinson Gardens - Robert S. & Jeanne Anderson
Beverly Gardens Park	Beverly Hills Garden Club - Robert S. & Jeanne Anderson
Beverly Gardens Park	Laura & Robert Audell
Beverly Gardens Park	Barry & Susan Berman
Beverly Gardens Park	Beverly Hills Garden Club (Anna T. Rolapp)
Beverly Gardens Park	Francois Bezault
Beverly Gardens Park	Frances & Dorian Bilak
Beverly Gardens Park	David Bohnett Foundation (Paul Moore)
Beverly Gardens Park	Linda & Gary Briskman
Beverly Gardens Park	Les Bronte
Beverly Gardens Park	Steven & Judy Friedman Burkow
Beverly Gardens Park	City National Bank – Bram Goldsmith
Beverly Gardens Park	Coldwell Banker Residential Brokerage Comm. Fndtn.
Beverly Gardens Park	Martin & Shelley K. Cooper
Beverly Gardens Park	Corday Family Foundation
Beverly Gardens Park	Craig & Karen Corman
Beverly Gardens Park	Hedva & Dudley Danoff
Beverly Gardens Park	Elizabeth & Craig Davis
Beverly Gardens Park	Gerald & Joan Doren
Beverly Gardens Park	Doren Family Trust
Beverly Gardens Park	David Edelson
Beverly Gardens Park	Bonnie Fein & Ronald Fein Charitable Foundation
Beverly Gardens Park	Judith & Jerrold Felsenthal
Beverly Gardens Park	Michelle Fieler
Beverly Gardens Park	Eliot & Maxine Finkel
Beverly Gardens Park	Murray D. Fischer
Beverly Gardens Park	Deborah & Andrew J. Frank
Beverly Gardens Park	Jeff & Gisela Friedman
Beverly Gardens Park	Lester & Simone Friedman
Beverly Gardens Park	Ray Friendman (& Mark Friedman)
Beverly Gardens Park	Mr. & Mrs. Herbert Gelfand
Beverly Gardens Park	David & Susan Gersh
Beverly Gardens Park	Henry & Arline Gluck Foundation
Beverly Gardens Park	Julian & Michele Gold
Beverly Gardens Park	Lessing & Sandra Gold
Beverly Gardens Park	Gold Family Foundation (Stanley Gold)
Beverly Gardens Park	Sandra Shore Goldfarb
Beverly Gardens Park	The Greer Trust – Josh & Lisa Greer
Beverly Gardens Park	Mickey Fine Pharmacy & Grill - Jeffrey Gross
Beverly Gardens Park	The Hackett Family – In honor of Marilyn & James Komack
Beverly Gardens Park	David Forbes Hibbert, AIA
Beverly Gardens Park	Rosemary Hilb
Beverly Gardens Park	Marcia Wilson Hobbs
Beverly Gardens Park	Peter & Linda Jankowski
Beverly Gardens Park	Michelle & Alan Kaye
Beverly Gardens Park	Michael & Ann Kibler
Beverly Gardens Park	Pamela & Earl Kluff
Beverly Gardens Park	Laurie & Lyn Konheim

Beverly Gardens Park	Sanford & Charlene Kornblum
Beverly Gardens Park	Stuart & Louise Korshak
Beverly Gardens Park	James & Nancy Krasne
Beverly Gardens Park	Mrs. Toni Lazer
Beverly Gardens Park	Betty Lee - Eve by Eve's
Beverly Gardens Park	Jacqueline B. Leisure
Beverly Gardens Park	William B. & Joan E. Lopatin
Beverly Gardens Park	Michael & Ashley Mackel
Beverly Gardens Park	Mapleton Investments LLC - Adam Nathanson
Beverly Gardens Park	Bruce & Sandra Massman
Beverly Gardens Park	Linda May Properties - Coldwell Banker Beverly Hills North
Beverly Gardens Park	Forrest McCartney
Beverly Gardens Park	Kathleen Doheny McCoy & Peter McCoy
Beverly Gardens Park	Elliot & Alana Megdal
Beverly Gardens Park	Beth Sieroty Meltzer
Beverly Gardens Park	Nate N Al Delicatessen - Mark Mendelson
Beverly Gardens Park	Raphael & Vicky T. Mense
Beverly Gardens Park	House of Bijan - Manijeh Messa
Beverly Gardens Park	Jade Mills
Beverly Gardens Park	Judson & Patricia Chenet Mock
Beverly Gardens Park	Frank P. & Rio Morse
Beverly Gardens Park	Arnold Nelson
Beverly Gardens Park	H. Kenneth & Cynthia D. Norian
Beverly Gardens Park	Rose Norton & Phillip Savenick
Beverly Gardens Park	Paris & George Nourafchan (Beverly Wilshire Investment)
Beverly Gardens Park	Eleanor & Glenn Padnick
Beverly Gardens Park	The Palm Beverly Hills
Beverly Gardens Park	GWP Real Estate - David Pashaie
Beverly Gardens Park	Brenda R. Potter
Beverly Gardens Park	Cari Rachel
Beverly Gardens Park	Dr. Joel & Kathy Reims
Beverly Gardens Park	Steve & Frances Rennie
Beverly Gardens Park	Susan Rifkin
Beverly Gardens Park	Catherine Lynn Rinaldi
Beverly Gardens Park	Jeffrey Rosenthal
Beverly Gardens Park	Maralee Beck & Andy Safir
Beverly Gardens Park	Annette, Marc & Anton Saleh
Beverly Gardens Park	Lee C. Samson
Beverly Gardens Park	Barbara J. & Thomas Sanborn
Beverly Gardens Park	George & Irina Schaeffer-George W. Schaeffer Foundation
Beverly Gardens Park	Renee Sherman
Beverly Gardens Park	Howard & Stephanie Sherwood
Beverly Gardens Park	Silver Commercial Inc. - Kathleen A. Silver
Beverly Gardens Park	John B. and Maggy Simon (Jack)
Beverly Gardens Park	Melvin & Barbara Spitz
Beverly Gardens Park	Sulzberger-Lax Family Fund
Beverly Gardens Park	Ellen Friedman Tinero & Ron Tinero
Beverly Gardens Park	Traub-Brittan Family Foundation
Beverly Gardens Park	Arletta Tronstein
Beverly Gardens Park	Mark & Natasha Tronstein
Beverly Gardens Park	Venoco, Inc. (Marybeth Carty)
Beverly Gardens Park	West Coast Arborists, Inc.
Beverly Gardens Park	Whole Foods Beverly Hills (Ellen Prager)
Beverly Gardens Park	Margo & Irwin Winkler
Beverly Gardens Park	Joan & Herb Young

Program/Project	Donors \$500+
Beverly Gardens Park	Susan Archer
Beverly Gardens Park	Joey & Amy Behrstock (Wells Fargo Advisors)
Beverly Gardens Park	Belzberg Architects
Beverly Gardens Park	Teri L. Benaron
Beverly Gardens Park	Frederick Berne Jr & Peri Ellen Berne
Beverly Gardens Park	Marcy Kelly & James D. Brubaker
Beverly Gardens Park	Kristine Bunch
Beverly Gardens Park	Eugene H. & Nan M. Corman Trust
Beverly Gardens Park	Corwin Family Foundation - Toni & Bruce Corwin
Beverly Gardens Park	Barbara & Gilbert Dembo
Beverly Gardens Park	Lynn & Mark Egerman
Beverly Gardens Park	Eric Elkaim
Beverly Gardens Park	Frederick Fisher & Partners Architects
Beverly Gardens Park	Noah Furie
Beverly Gardens Park	Neal D. Golub
Beverly Gardens Park	Warren & Randi Grant
Beverly Gardens Park	Monty & Marilyn Hall
Beverly Gardens Park	W.W. Hammerstein
Beverly Gardens Park	Victoria Jackson & Bill Guthy (Sandyland Cove LLC)
Beverly Gardens Park	James W. Jahant
Beverly Gardens Park	Roy & Judi Kaufman
Beverly Gardens Park	Ruth Klein & Naomi Klein
Beverly Gardens Park	Jeffrey C. & Patricia S. Kolin
Beverly Gardens Park	Larry & Beth Larson
Beverly Gardens Park	Lilly & David Lewis
Beverly Gardens Park	Cathy & Mark Louchheim
Beverly Gardens Park	Jay Luchs - Newmark Grubb Knight Frank
Beverly Gardens Park	Jerry Magnin Family Enterprises, Inc.
Beverly Gardens Park	Drew Mandile & Brooke Knapp - Sotheby's Intl. Realty
Beverly Gardens Park	Isabel S. Markovits & Phillip Sol Vardi
Beverly Gardens Park	Vanessa & Stuart McLean
Beverly Gardens Park	Ludivina Lelim Nacionales
Beverly Gardens Park	Nourmand & Associates - Mary Velardo & Timothy DiPrizito
Beverly Gardens Park	Geoffry and Benedicta Oblath
Beverly Gardens Park	Deryck & Ana O'Brien
Beverly Gardens Park	Robert A. & Carolyn F. Ormond
Beverly Gardens Park	Vicki Reynolds & Murray Pepper
Beverly Gardens Park	Sandra K. Peters
Beverly Gardens Park	Helene Pierson
Beverly Gardens Park	Ruth & Sidney Pilot
Beverly Gardens Park	Carmen Popa
Beverly Gardens Park	David E. Post
Beverly Gardens Park	Marmol Radziner Architectural Corporation
Beverly Gardens Park	JJP Dental Practice Inc. - Drs. Janet Refoa & Paul Aslan
Beverly Gardens Park	RCH Studios - Mark Rios
Beverly Gardens Park	Ronald D. Rosen
Beverly Gardens Park	Jaclyn Rosenberg
Beverly Gardens Park	Dick Rosenzweig & Judy Henning
Beverly Gardens Park	Charlene & Vic Sands
Beverly Gardens Park	Mark Selwyn
Beverly Gardens Park	Wallis Annenberg Center for the Performing Arts
Beverly Gardens Park	David & Sylvia Weisz Family Foundation
Beverly Gardens Park	Randall & Jennifer Wooster

Program/Project	Donors \$499 and Below
Beverly Gardens Park	George & Helen Oda Abe
Beverly Gardens Park	Anonymous
Beverly Gardens Park	Stephen Apelian
Beverly Gardens Park	Shirley A. Arconti
Beverly Gardens Park	Frank & Beverly Arnstein
Beverly Gardens Park	Elena & Sydney Baca
Beverly Gardens Park	The Bagdasarian Family
Beverly Gardens Park	Bernice Balson
Beverly Gardens Park	Victor & Sherry Bardack - Bardack Family Trust
Beverly Gardens Park	Nancy L. Barth
Beverly Gardens Park	Bash, Gesas & Company, CPAs - Sydney Bash
Beverly Gardens Park	Cydney Bernard
Beverly Gardens Park	Beverly Hills 90H20 - Jon Gluck
Beverly Gardens Park	Beverly Wilshire Hotel
Beverly Gardens Park	Alan Robert & Jan Block
Beverly Gardens Park	Jeffrey & Rochelle Boren
Beverly Gardens Park	Mark Brower
Beverly Gardens Park	Tita Cahn
Beverly Gardens Park	John Carroll - Carroll & Co.
Beverly Gardens Park	Susan Choueke
Beverly Gardens Park	Rhea Coskey
Beverly Gardens Park	Karen I. David
Beverly Gardens Park	Vera David
Beverly Gardens Park	Daryoush Dayan
Beverly Gardens Park	Bruce & Lauren Dembo
Beverly Gardens Park	Diane Deshong
Beverly Gardens Park	The Di Prizito Group, Inc.
Beverly Gardens Park	Michele DiLorenzo
Beverly Gardens Park	Argel T. Dionio
Beverly Gardens Park	James M. & Diana P. Doyle - The Doyle Family Trust
Beverly Gardens Park	Herbert Eaford
Beverly Gardens Park	Jackie Edelman
Beverly Gardens Park	Yahouda & Nellie Emrani
Beverly Gardens Park	Charles & Jean Engel
Beverly Gardens Park	Dr. & Mrs. Daniel & Dalia Farkas
Beverly Gardens Park	Frank & Faye Farzani
Beverly Gardens Park	Mimi Feldman
Beverly Gardens Park	Mrs. Frank Fenton
Beverly Gardens Park	Anonymous
Beverly Gardens Park	Francine & Howard Fisher
Beverly Gardens Park	James & Debby Cherene Fogelman
Beverly Gardens Park	Dr. & Mrs. Robert Foran
Beverly Gardens Park	Alan Frank
Beverly Gardens Park	Susie & Jim Friedberg
Beverly Gardens Park	Jean & Jerome Friedman
Beverly Gardens Park	Alain & Myra Gabbay
Beverly Gardens Park	Dr. Douglas & Jodi Galen
Beverly Gardens Park	Dr. Simon & Barbara Gamer
Beverly Gardens Park	David S. Gingold
Beverly Gardens Park	Ann Labe-Givon & Bernd S. Givon
Beverly Gardens Park	Herbert Glaser

Beverly Gardens Park	Roger & Wendy Reinis Glickman
Beverly Gardens Park	Myra Lurie & David Goldman
Beverly Gardens Park	MeraLee Goldman
Beverly Gardens Park	Sandy Gordon in Honor of Steve Gordon
Beverly Gardens Park	Marcia Harrow in Honor of Steve Gordon
Beverly Gardens Park	Francine & Jeffrey Light in Honor of Steve Gordon
Beverly Gardens Park	Lana Russeck in Honor of Steve Gordon
Beverly Gardens Park	Stacy Gottula - Joyce Rey Partner
Beverly Gardens Park	Gisele Grable
Beverly Gardens Park	Jeff Graup
Beverly Gardens Park	Green Payment Solutions, LLC (Richard Cha)
Beverly Gardens Park	Arlene Simon Harris
Beverly Gardens Park	Sterling Hawkins
Beverly Gardens Park	Billie Heller
Beverly Gardens Park	Pam & Steve Hendry
Beverly Gardens Park	Walter & Hildy Gottlieb Hill
Beverly Gardens Park	Marcelle & Gary Hoffman
Beverly Gardens Park	Roberta Horwood
Beverly Gardens Park	Alan & Debbie Isaacman
Beverly Gardens Park	Jerry Jolton
Beverly Gardens Park	Judy & Ronald Kabrins
Beverly Gardens Park	Robert M. Karns
Beverly Gardens Park	Jackie Kassorla
Beverly Gardens Park	Ronnie Kassorla
Beverly Gardens Park	Harris Katleman
Beverly Gardens Park	Shirin Kia
Beverly Gardens Park	Dana Kiesel
Beverly Gardens Park	Kitchell
Beverly Gardens Park	Wendy Klein
Beverly Gardens Park	Nancy Laemmle
Beverly Gardens Park	Barbara Lazaroff - Spago Beverly Hills
Beverly Gardens Park	Ursula Levi
Beverly Gardens Park	Margaret & Grant Levy
Beverly Gardens Park	June & David Lewin
Beverly Gardens Park	Mark & Barbara Linder - The Linder Family Trust
Beverly Gardens Park	Donna Livingston
Beverly Gardens Park	Jean Loew – Beverly Hills Garden Club Member
Beverly Gardens Park	Macy's Century City (Mark Bailey)
Beverly Gardens Park	Rochelle & Richard Maize
Beverly Gardens Park	Edwin & Rachelle Marcus
Beverly Gardens Park	John E. and Bianca Mason
Beverly Gardens Park	Pauline & Roger Mayer
Beverly Gardens Park	Yar & Nooshin Meshkaty
Beverly Gardens Park	Barbara Miller & Fox Abramoff
Beverly Gardens Park	WD & Sarah Milliken
Beverly Gardens Park	Anonymous
Beverly Gardens Park	Fred Nason, Jr.
Beverly Gardens Park	Nuri Nazar
Beverly Gardens Park	Sharona & Daniel Nazarian
Beverly Gardens Park	Nadine & Bill Neiman
Beverly Gardens Park	Laurie Okum & Jodi Galen
Beverly Gardens Park	Anne E. Osberg & Clyde Moravec

Beverly Gardens Park	Fred & Lulah Paulos
Beverly Gardens Park	Nancy & Edward Phillips
Beverly Gardens Park	Katherine & Howard Pilch
Beverly Gardens Park	Eddie & Julia Pinchasi
Beverly Gardens Park	Jon Paul & Vicky Puno
Beverly Gardens Park	Stuart J. & Lillian Leavitt Raffel
Beverly Gardens Park	Meryl Rizzotti
Beverly Gardens Park	Jodie Robinson
Beverly Gardens Park	Harvey & Donna Rosen
Beverly Gardens Park	Rothner Family - Kathleen Rothner
Beverly Gardens Park	Dale & Judy Rozzen
Beverly Gardens Park	Barry S. Rubin
Beverly Gardens Park	Mrs. Janet Salter
Beverly Gardens Park	Andrew & Jeanna Scharf
Beverly Gardens Park	Michael & Ana Maria Schneiderman
Beverly Gardens Park	Marty & Edith Schwartz
Beverly Gardens Park	Richard & Marla Seff
Beverly Gardens Park	Kamyar & Natasha Shabani
Beverly Gardens Park	Naren & Cheri Shankar
Beverly Gardens Park	Rhoda Sharp
Beverly Gardens Park	Natalie & Steven Shooshani
Beverly Gardens Park	Robert A. Shuken, DDS & Patricia Shuken
Beverly Gardens Park	Pearl Sires
Beverly Gardens Park	Mark H. Smith & Diane Shader Smith
Beverly Gardens Park	Isaac & Dolores Soffer
Beverly Gardens Park	Anthony B. & Barbara J. Sokol
Beverly Gardens Park	Alfred & Betty Spivak
Beverly Gardens Park	Steve Stabler
Beverly Gardens Park	Bonnie Star
Beverly Gardens Park	Allan Sternfeld
Beverly Gardens Park	Hilary Stevens
Beverly Gardens Park	Ronald & Ronit Stone
Beverly Gardens Park	Bruce F. Stuart
Beverly Gardens Park	Joseph Sugerman, M.D.
Beverly Gardens Park	Paul D. Supnik
Beverly Gardens Park	Steve Taub
Beverly Gardens Park	William & Anna Tenenblatt Foundation
Beverly Gardens Park	Jennifer A. Terrell
Beverly Gardens Park	Jeffrey Thal & Sharon Ross
Beverly Gardens Park	Jodi Bell Ticknor
Beverly Gardens Park	Nick & Linde Tollemache
Beverly Gardens Park	Charlette S. Trainer
Beverly Gardens Park	Dr. Richard & Bette Treiman
Beverly Gardens Park	Anthony J. Trimboli
Beverly Gardens Park	Janice Black Warner
Beverly Gardens Park	Katherine Z. Westheimer
Beverly Gardens Park	Larry & Tina Wiener
Beverly Gardens Park	Wendy & Jay Wintrob - <i>in honor of friend Alan Friedman</i>
Beverly Gardens Park	Dick & Terri Wolf
Beverly Gardens Park	Andrea Spatz & Robert Wunderlich
Beverly Gardens Park	Jessica Yadegar
Beverly Gardens Park	Joy M. Zaki
** - Donors with Donation Pledges	Lorraine & Harris Zeidler

*please note that BGP donations total also includes donations to the City (\$881K) for the project*

<b>TOTAL</b>	<b>\$ 3,666,087</b>
<i>Total Including Pledge Donations Not Yet Received (\$940K)</i>	<i>\$4,606,086.62</i>

<b>Program/Project</b>	<b>Name of Donor</b>	
Plaque/Bench donations-BevG Park	Donald & Ellen Creamer	
Plaque/Bench donations-BevG Park	Richard & Cari Rachel Davies	
Plaque/Bench donations-BevG Park	Mary Lynn Gottfried	
Plaque/Bench donations-BevG Park	Paul & Louise Greenberg	
Plaque/Bench donations-BevG Park	John B. & Kristin Jameson – The Jameson Family Trust	
Plaque/Bench donations-BevG Park	Lyn & Laurie Konheim	
Plaque/Bench donations-BevG Park	Andy & Lisa Licht	
Plaque/Bench donations-BevG Park	Dr. Rodolfo & Lourdes Madlang	
Plaque/Bench donations-BevG Park	The Mazursky Family Foundation	
Plaque/Bench donations-BevG Park	Mrs. Freda Nessim	
Plaque/Bench donations-Rox Park	Robert Wilson	
	<b>TOTAL</b>	<b>\$49,690.00</b>
One Book One City	Rosenblatt, Jean	
One Book One City	Wells Fargo Bank	
One Book One City	Bing, Helen	
One Book One City	Bosse, Lili & Jon	
One Book One City	City National Bank	
One Book One City	Friends of the BH Public Library	
One Book One City	Ginsburg, Rochelle & Dr. Eli	
One Book One City	Temple Emanuel of Beverly Hills	
One Book One City	The Weinstein Company	
One Book One City	Geary's Beverly Hills (Pickering)	
One Book One City	William Morris Endeavor Entertainment	
One Book One City	Rotary Club of Beverly Hills	
One Book One City	Kathleen Rothner	
	<b>TOTAL</b>	<b>\$30,600.00</b>
Greystone Demo Garden	Whole Foods Beverly Hills - Ellen Prager	
	<b>TOTAL</b>	<b>\$4,856.11</b>
Team Beverly Hills	Anonymous	
	<b>TOTAL</b>	<b>\$200.00</b>
Scholarships-Recreation Programs	Tarik Ghazy - The Goldwin Foundation	
	<b>TOTAL</b>	<b>\$30,000.00</b>
History of Beverly Hills	Lili & Jon Bosse	
History of Beverly Hills	Nancy Krasne	
History of Beverly Hills	Robert Anderson	
	<b>TOTAL</b>	<b>\$6,000.00</b>
Roxbury Project	Mom's Club of Beverly Hills	
	<b>TOTAL</b>	<b>\$468.41</b>
<b>Program/Project</b>	<b>Donors Over \$100,000</b>	
Dog Park Project + BENCH	Lili & Jon Bosse	
<b>Program/Project</b>	<b>Donors \$25,000 and Over</b>	
Dog Park Project + TREE	The Amanda Foundation - Teri Austin	
Dog Park Project	Sen Family	
Dog Park Project + TREE	Tina Sinatra	
<b>Program/Project</b>	<b>Donors \$5,000 and Over</b>	
Dog Park Project	Esther SM Chui-Chao	
Dog Park Project + BENCH	Beverly Hills Courier - Marcia Hobbs	<b>8</b>



Dog Park Project + BENCH	Frances & Dorian Bilak
Dog Park Project + BENCH	Michael J. Libow
Dog Park Project + BENCH	Live Nation Entertainment
Dog Park Project + BENCH	Jamie & Daniel Ross
Dog Park Project + BENCH	Mildred A. Schuber
Dog Park Project	Thomas Schulhof
Dog Park Project	Patrick Mahoney, West Coast Arborists, Inc.
<b>Program/Project</b>	<b>Donors \$1,000 and Over</b>
Dog Park Project	Alan & Jan Block
Dog Park Project	George Chavez
Dog Park Project	Harvey Englander & Donna Black
Dog Park Project	Simone and Lester Friedman
Dog Park Project	Terrie Gerber
Dog Park Project	Sharon Ignarro
Dog Park Project	The Kiesel Family
Dog Park Project	Annette & Marc Saleh
Dog Park Project	Stanley & Patricia Silver
Dog Park Project	Jerry Sweet
Dog Park Project	The Wolfen Family
Dog Park Project	Robert Wunderlich & Andrea Spatz
Dog Park Project	Myrna Zimmerman
<b>Program/Project</b>	<b>Donors \$500 and Below</b>
Dog Park Project	Michael Chill
Dog Park Project	Michael Collins & Daniel Banchik
Dog Park Project	Russell Friend & The Friend Family
Dog Park Project	Lucy Stutz
Dog Park Project	Mahdi Aluzri
Dog Park Project	Victor & Sherry Bardack
Dog Park Project	Michelle Ficarra
Dog Park Project	Howard & Francine Fisher
Dog Park Project	Aesop Rene Jesus Marterella
Dog Park Project	Sharon Messer
Dog Park Project	Lou Milkowski & Gloria Jennings
Dog Park Project	Colleen McFadden
Dog Park Project	Allen Rennett
Dog Park Project	Kathleen Rothner
Dog Park Project	Danna Ruscha
Dog Park Project	Rhoda Sharp
Dog Park Project	Matti Bialer
Dog Park Project	Lisa Crystal
Dog Park Project	Argel T. Dionio
Dog Park Project	Bud and Carole Foran
Dog Park Project	Adam Frankel
Dog Park Project	Stan & Dianne King
Dog Park Project	Cindy Koral
Dog Park Project	Judy Okun
Dog Park Project	Kimberly & Benjamin Reiss
Dog Park Project	Jonathan Seltzer
Dog Park Project	Jennifer L. Shannon-Yeganhe
Dog Park Project	Diane Shader Smith
Dog Park Project	Lanna & Jay Solnit

Dog Park Project	Victoria Talbot
Dog Park Project	Alma Ordaz
Dog Park Project	Cathy Barry
Dog Park Project	Joel & Monica Brener
Dog Park Project	Jared Minami
Dog Park Project	Ori Blumenfeld
Dog Park Project	Alain Romero
Dog Park Project	Robert Block
Dog Park Project	Barry Jacobs
Dog Park Project	Gail Lowenstein
Dog Park Project	Pioneer Hardware (Jeff Tilem)
Dog Park Project	Nicola & Sherrine Budiman
Dog Park Project	Mark Hobson
Dog Park Project	Tabitha Lee
Dog Park Project	Paddy King
Dog Park Project	David Schirmer
Dog Park Project	Stephanie Harris
Dog Park Project	Nancy Hunt-Coffey
Dog Park Project	Anonymous
<b>TOTAL</b>	<b>\$256,503.00</b>
Police Disaster Communications Systems (DCS)	The J2 Foundation
Police Memorial Project	Beverly Hills Police Officers Association
Police Computers/Software	Louis Bershad
Police Canine Program	Erika Glazer
<b>TOTAL</b>	<b>\$69,500.00</b>
Bullying Prevention Video Contest	Jerald & Judith Friedman
<b>TOTAL</b>	<b>\$100.00</b>
City Centennial Programs	Multiple donors
<b>TOTAL</b>	<b>\$12,000.00</b>
Tree Donation - Roxbury Park	Lauren & Brad Lundy
<b>TOTAL</b>	<b>\$5,000.00</b>

*Total of All CBHCCF and City Donations Received to Date*

**\$4,131,004.14**



**CITY OF BEVERLY HILLS  
COMMUNITY CHARITABLE FOUNDATION  
Statement of Revenues, Expenses & Changes in Fund Net Assets  
July 1, 2017 - December 8, 2017**

	<b>12/8/2017</b>
	<b>Actual</b>
Operating revenues -	
Restricted contributions	\$ <u>42,218</u>
Operating expenses:	
Bank fees	<u>-</u>
Total operating expenses	<u>-</u>
Operating income (loss)	<u>42,218</u>
Nonoperating revenues (expenses):	
Investment revenue	2,242
Net change fair value of invest	<u>252</u>
Total nonoperating revenues (expenses)	<u>2,493</u>
Income (loss) before contributions & operating transfers	44,711
Transfers in	-
Transfers out	<u>-</u>
Change in net assets	44,711
Net assets, July 1	<u>245,485</u>
Net assets, June 30	\$ <u><u>290,196</u></u>

-

**CITY OF BEVERLY HILLS  
COMMUNITY CHARITABLE FOUNDATION  
Balance Sheet  
As of 12/08/2017**

<b><u>Assets</u></b>	
Cash and investments	\$ 288,393
Interest receivable	<u>1,803</u>
Total assets	<u><u>290,196</u></u>
<b><u>Liabilities</u></b>	
Accounts Payable	-
<b><u>Net Assets</u></b>	
Net assets	<u>290,196</u>
<b><u>Net Assets and Liabilities</u></b>	<b><u><u>\$ 290,196</u></u></b>

**City of Beverly Hills Community Charitable Foundation**

**Donation PLEDGES for Beverly Gardens Park Renovation Project**

12/13/2017

Total Pledge Amount	Received to Date	Balance of Pledge Owed	Name	Payment Schedule
\$1,000,000	\$500,000	\$500,000	Glazer, Erika	2 payments (May 2017 & 2018)
\$750,000	\$750,000	\$0	Stewart & Lynda Resnick - The Resnick Foundation	1 payment to the <u>City</u>
\$400,000		\$400,000	Briskin Family	donation when construction of designated block begins
\$300,000	\$290,000	\$10,000	Abramson, Alan	\$5,000 monthly for 5 years
\$200,000	\$200,000	\$0	Gordon, Steven	payments and in-kind
\$200,000	\$200,000	\$0	Field, Larry	\$100K a year for 2 years
\$100,000	\$100,000	\$0	Cartier	\$50K/year for 2 years
\$75,000	\$45,000	\$30,000	Nathan, Ilene Nathan Family Foundation	\$15K/year for 5 years
\$60,000	\$61,000	\$0	Marks, Wally	\$20K/year for 3 years
\$100,000	\$103,500	\$0	Zarnegin, Robert	3 pledge payments: 8/3/16, 2/13/15 & 6/9/14 (AND \$3,500 on 9/11/15)
<b>\$3,185,000</b>	<b>\$2,249,500</b>	<b>\$940,000</b>		



## CITY OF BEVERLY HILLS

### MEMORANDUM

**To:** City of Beverly Hills Community Charitable Foundation Board of Directors

**From:** Don Rhoads, CFO

**Meeting Date:** December 13, 2017

**Subject:** Agreement Between the City of Beverly Hills, The City of Beverly Hills Community Charitable Foundation, the Parking Authority of the City and Crowe Horwath LLP for Professional Audit Services

**Attachment:** September 5, 2017 City Council Agenda Report and Agreement #483.17 with Crowe Horwath for Audit Services

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This is an information only item to let the Board know that a new audit firm, Crowe Horwath LLP, has been selected by the City Council for a three year term to perform annual auditing services for the City, Parking Authority, and the Community Charitable Foundation. The attached agenda report from the September 5, 2017 Council meeting gives additional details on this contract approval.

  
\_\_\_\_\_  
Don Rhoads, CFO  
Approved By

request for proposal (RFP) to be sent out on March 24, 2017 to various audit firms and posted on the City's website. The contract for audit services for the most recent fiscal year ending June 30, 2017 (FY 2016-17) and spans three (3) years through FY2018-19 with two one-year extension options for FY2019-20 and FY2020-21.

**DISCUSSION**

Bids were due to the City on April 20, 2017 at 2pm and the City received eight timely professional auditing service proposals. Staff reviewed all accepted audit proposals and selected the top three candidates based on an evaluation of the proposals. On June 19, 2017, the Audit Committee met with Staff to review the top three candidates. After their discussion, two candidate firms were selected for interviews, which were held on July 14. After the interviews, the Audit Committee and staff discussed the firms' presentations and qualifications and the Audit Committee selected Crowe Horwath LLP as the firm to recommend to the City Council due to the strong municipal experience of their audit team and their cutting-edge use of technology to efficiently manage the audit process. It should be noted that Crowe Horwath LLP initially requested a limitation of their liability equal to the amount of fees paid (\$57,000 per year). Staff was able to negotiate an increase in liability coverage to ten times fees paid and we believe that this amount, while not optimal, is adequate.

**FISCAL IMPACT**

Per this agreement, the cost to the City in FY 2017-18 to audit the financial statements for FY 2016-17(\$57,000) is \$6,912 lower than the cost in FY 2015-16 (\$63,912). Overall, the fiscal impact to the City over the maximum 5-year term is \$285,000, which represents a potential savings of \$16,480 over the prior 5-year contract cost of \$301,480. Funding is available in the Administrative Services Department's contractual services budget.

The contract price for each Fiscal Year is as follows:

<u>Fiscal Year</u>	<u>Price</u>
FY 2016-17	\$ 57,000
FY 2017-18	57,000
FY 2018-19	57,000
FY 2019-20 (optional extension)	57,000
FY 2020-21 (optional extension)	57,000
Total 5 year cost	\$ 285,000



Tatiana Szerwinski  
Finance Approval



Don Rhoads  
Approved By



AGREEMENT NO.

PA-17-71

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS, THE  
CITY OF BEVERLY HILLS COMMUNITY CHARITABLE  
FOUNDATION, THE PARKING AUTHORITY OF THE CITY OF  
BEVERLY HILLS AND CROWE HORWATH LLP FOR  
PROFESSIONAL AUDIT SERVICES

AGREEMENT NO.

483-17

NAME OF CONSULTANT: Crowe Horwath LLP

RESPONSIBLE PRINCIPAL OF CONSULTANT: Katherine V. Lai, Partner

CONSULTANT'S ADDRESS: 15233 Ventura Blvd., Ninth Floor  
Sherman Oaks, CA 91403  
Attention: Katherine v. Lai, Partner

CITY'S ADDRESS: City of Beverly Hills  
455 N. Rexford Drive  
Beverly Hills, CA 90210  
Attention: Don Rhoads, Director of  
Administrative Services/CFO

COMMENCEMENT DATE: July 1, 2017

TERMINATION DATE: December 31, 2019, unless extended  
pursuant to Section 2 of the Agreement

CONSIDERATION: FY 2016-17: Not to exceed \$57,000  
FY 2017-18: Not to exceed \$57,000  
FY 2018-19 Not to exceed \$57,000  
FY 2018-19 (if extended): Not to exceed  
\$57,000  
FY 2018-19 (if extended): Not to exceed  
\$57,000  
Total Not to Exceed: \$171,000, as more  
particularly described in Exhibit B

(b) Expenses

The amount set forth in paragraph (a) shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement (including, but not limited to, all labor, materials, delivery, tax, assembly, and installation, as applicable). There shall be no claims for additional compensation for reimbursable expenses.

(c) Additional Services. CITY may from time to time request CONSULTANT to perform additional services not included in the Scope of Work. Such requests for additional services shall be made by CITY in writing and agreed upon by both parties in writing.

Section 4. Method of Payment. CITY shall pay CONSULTANT said Consideration in accordance with the method and schedule of payment set forth in Exhibit B.

Section 5. Independent Contractor. CONSULTANT is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's employees, except as herein set forth. CONSULTANT shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 6. Assignment. Except for any entity which succeeds to the business or assets of a party, neither party may assign this Agreement without the prior written consent of the other party, which will not be unreasonably withheld. Any prohibited assignment, sublicense or transfer will be null and void. This Agreement will be binding upon the successors and permitted assigns of the parties.

Section 7. Responsible Principal(s)

(a) CONSULTANT's Responsible Principal set forth above shall be principally responsible for CONSULTANT's obligations under this Agreement and shall serve as principal liaison between CITY and CONSULTANT. Designation of another Responsible Principal by CONSULTANT shall not be made without prior written consent of CITY.

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 8. Personnel. CONSULTANT represents that it has, or shall secure at its own expense, all personnel required to perform CONSULTANT's Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

Section 9. Permits and Licenses. CONSULTANT shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 10. Interests of CONSULTANT. CONSULTANT affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by with CONSULTANT.

not limit CITY's right to recover against CONSULTANT and its insurance carriers.

Section 12. Indemnification. Each party ("Indemnitor") will indemnify and hold the other party ("Indemnitee") harmless from any and all liability, expense, judgment, suit, cause of action, or demand for physical personal injury, death, or direct damage to tangible personal property which may accrue against Indemnitee from a third party claim to the extent it is caused by the negligence of Indemnitor, its subcontractors, or their employees or agents, while performing their duties in connection with this Agreement, if Indemnitee provides Indemnitor with prompt, written notice of any claim or suit. Indemnitee will cooperate with Indemnitor in its defense or settlement of the claim or suit. This section sets forth the full extent of Indemnitor's general indemnification of Indemnitee from liabilities that are in any way related to personal injury or property damages sustained under this Agreement.

Section 13. Termination.

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon no less than five calendar days' prior written notice to CONSULTANT. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONSULTANT, CONSULTANT shall be paid based on the hours incurred and billing rates provided in Exhibit B the time of termination. In no event shall CONSULTANT be entitled to receive more than the amount that would be paid to CONSULTANT for the full performance of the services required by this Agreement. CONSULTANT shall have no other claim against CITY by reason of such termination, including any claim for compensation.

Section 14. CITY's Responsibility. CITY shall provide CONSULTANT with all pertinent data, documents, and other requested information as is available for the proper performance of CONSULTANT's Scope of Work. In addition, CITY's responsibilities include the items attached hereto and incorporated herein as Exhibit D.

Section 15. Ownership. Upon full payment of all invoiced amounts, copies of the written audit report (specifically excluding any software) originally and specifically developed for and delivered to CITY by CONSULTANT, as described in Exhibit A shall become CITY's property. CONSULTANT's workpapers and other documents related to the services provided under the Agreement, including the audit report, shall remain CONSULTANT's property. CONSULTANT shall provide copies to CITY at its request. The audit report must include a statement that it was developed exclusively for CITY by CONSULTANT and that no one except CITY is entitled to rely upon the audit report. Any workpapers, works, or inventions conceived, made or created by CONSULTANT in rendering the services under this Agreement ("Work Product") and all intellectual property rights in such Work Product shall be owned by CONSULTANT. CITY shall have a perpetual (subject to strict compliance with the license grant and the Termination provision), non-transferable, non-sublicensable right to use the fully paid for audit report developed pursuant to Exhibit A, the Scope of Work issued.

Section 16. Records and Inspections. To the extent directly related to the services performed under the Agreement, CONSULTANT will permit CITY to access books and records directly related to determining the accuracy of any invoice for the services at a date and time mutually agreed upon. Such access shall be permitted no more frequently than two (2) times in any given twelve (12) month period and will be conducted in a manner so as not

b. The limitations of liability in this Section on Liability generally will apply to the fullest extent allowed by law and will apply to any claim, liability, or damages, including without limitation to any claims, liabilities, or damages based in negligence or other tort, contract, warranty, indemnity, fiduciary principles, statute or common law. This provision will survive termination of this Agreement, in whole or in part.

Section 24. CITY-Required Cloud Usage. If CITY requests that CONSULTANT access files, documents or other information in a cloud-based or web-accessed hosting service or other third-party system accessed via the internet, including, without limitation iCloud, Dropbox, Google Docs, Google Drive, a data room hosted by a third-party, or a similar service or website (collectively, "Cloud Storage"), CITY will confirm with any third-parties assisting with or hosting the Cloud Storage that either such third-party or CITY (and not CONSULTANT) is responsible for complying with all applicable laws relating to the Cloud Storage and any information contained in the Cloud Storage, providing CONSULTANT access to the information in the Cloud Storage, and protecting the information in the Cloud Storage from any unauthorized access, including without limitation unauthorized access to the information when in transit to or from the Cloud Storage. CITY represents that it has authority to provide CONSULTANT access to information in the Cloud Storage and that providing CONSULTANT with such access complies with all applicable laws, regulations, and duties owed to third-parties. Neither party will utilize Cloud services.

Section 25. Response to Legal Process. If CONSULTANT is requested by CITY, any third-party, or any other person or entity, by subpoena, investigation, other legal process, or other request to produce documents or testimony pertaining to CITY or the services, and CONSULTANT is not named as a party in the proceeding, CITY will pay CONSULTANT for its professional time, plus out-of-pocket expenses, costs, and fees, as well as reasonable attorney fees, incurred in responding to such request.

Section 26. Legal and Regulatory Change. Unless required by attestation or professional auditing standards, the services to be rendered hereunder is based on current laws and regulations. If changes in laws or regulations change CITY's requirements or the scope of CONSULTANT's services, the parties agree to work in good faith to amend the affected Scope of Work, provided that if an agreement on amendment cannot be reached within a reasonable time, the parties may terminate the affected Scope of Work without penalty. In the event that applicable laws or regulations change during the course or after services are rendered, CONSULTANT will not be liable for any claim, damages, fine or penalty arising out of such change.

Section 27. Force Majeure. Except for payment obligations, neither party will be liable under this Agreement for any failure of or delay in performance of its obligations hereunder, if performance is delayed or prevented by acts of God, fire, explosion, war, terrorism, earthquakes, riots, governmental laws or regulations, or other similar causes beyond such party's control (each, a "Force Majeure Event"), but only to the extent of and during continuance of such event and only provided such party gives the other party prompt notice of such Force Majeure Event. During the pendency of any Force Majeure Event, the party affected will work diligently to cure the Force Majeure Event to the extent commercially reasonable. However, if the Force Majeure Event continues for thirty (30) consecutive days, the party not directly affected by it may terminate this Agreement immediately without penalty.

CONSULTANT and the CONSULTANT's authorized signer below are licensed or otherwise authorized by the California Board of Accountancy.

EXECUTED the 5<sup>th</sup> day of September 2017, at Beverly Hills, California.

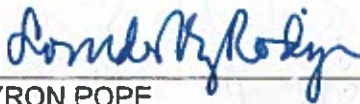
**CITY:**

CITY OF BEVERLY HILLS  
A Municipal Corporation

  
LILI BOSSE

Mayor of the City of Beverly Hills, California

ATTEST:

 (SEAL)  
for BYRON POPE  
City Clerk

CONSULTANT: CROWE HORWATH LLP



KATHERINE V. LAI  
Partner

APPROVED AS TO FORM:

  
LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

  
MAHDI ALUZRI  
City Manager  
DON RHOADS  
Director of Administrative Services/CFO  
SHARON L'HEUREUX DRESSEL  
Interim Risk Manager

[Signatures continue]

**BEVERLY HILLS COMMUNITY CHARITABLE  
FOUNDATION:**



\_\_\_\_\_  
MAHDI ALUZRI  
Chief Executive  
Officer



\_\_\_\_\_  
DON RHOADS  
Chief Financial Officer

may not be detected exists, even though the audit is properly planned and performed in accordance with applicable standards. An audit is not designed to detect error or fraud that is immaterial to the financial statements.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the CONSULTANT's judgment including the assessment of the risks that the financial statements could be misstated by an amount CONSULTANT believes would influence the financial statement users. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

In making CONSULTANT's risk assessments, CONSULTANT considers internal control relevant to the preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of CITY's internal control. However, CONSULTANT will communicate in writing to those charged with governance and management concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that CONSULTANT has identified during the audit. CONSULTANT will communicate to CITY other deficiencies in internal control identified during the audit that have not been communicated to CITY by other parties and that, in CONSULTANT's professional judgment, are of sufficient importance to merit management's attention. CONSULTANT will also communicate certain matters related to the conduct of the audit to those charged with governance, including (1) fraud involving senior management, and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements, (2) illegal acts that come to CONSULTANT's attention (unless they are clearly inconsequential) (3) disagreements with management and other significant difficulties encountered in performing the audit and (4) various matters related to CITY's accounting policies and financial statements. CONSULTANT's engagement is not designed to address legal or regulatory matters, which matters should be discussed by CITY with CITY's legal counsel.

CONSULTANT expects to issue a written report upon completion of CONSULTANT's audit of the financial statements. CONSULTANT's report will be addressed to the City Council of CITY. Circumstances may arise in which it is necessary for us to modify CONSULTANT's opinion, add an emphasis of matter or other matter paragraph, or withdraw from the engagement.

In addition to CONSULTANT's report on the financial statements and supplemental information, CONSULTANT plans to issue the following reports:

- Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* — The purpose of this report is solely to describe the scope of CONSULTANT's testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering CITY's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

papers to CITY's oversight agency or grantors. The working papers for this engagement will be retained for a minimum of three years after the date CONSULTANT's report is issued or for any additional period requested by the oversight agency or pass-through entity. If CONSULTANT are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, CONSULTANT will contact the party contesting the audit finding for guidance prior to destroying the working papers.

*Government Auditing Standards* require that CONSULTANT provide CITY with a copy of CONSULTANT's most recent peer review report, which has been provided to CITY.

To facilitate CONSULTANT's presence at CITY's premises, CITY will provide CONSULTANT with internet access while on CITY's premises. CONSULTANT will access the internet using a secure virtual private network. CONSULTANT will be responsible for all internet activity performed by its personnel while on CITY's premises. In the event CITY does not provide CONSULTANT with internet access while on CITY's premises, CITY will reimburse CONSULTANT for the cost of internet access through other means while on CITY's site.

## OTHER SERVICES

### Data Collection Form input services

CONSULTANT will provide assistance in completing sections of the Data Collection Form (DCF) relative to its federal award programs pursuant to the requirements of Section §200.512 of the Uniform Guidance that are promulgated to be completed by CITY. While CONSULTANT may provide this data entry service and assist you in satisfying your electronic data communication requirements to the Federal Audit Clearinghouse, the completeness and accuracy of this information remains the responsibility of your management.

With respect to the above other services, you agree to: assume all management responsibilities including making all management decisions; oversee the service by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services.

## BOND OFFERINGS

With respect to any official statements issued by CITY with which CONSULTANT is not involved, the official statement should indicate that the auditor is not involved with the contents of such official statement. The disclosure should read as:

"Crowe Horwath LLP, CONSULTANT independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Crowe Horwath LLP also has not performed any procedures relating to this official statement."



When CONSULTANT becomes aware of circumstances which impact the amount or scheduling of CONSULTANT's work, CONSULTANT will issue, subject to CITY's written approval, a formal change order detailing the reason and the anticipated impact of the change.

CONSULTANT has agreed to the following fees for the next four subsequent fiscal years as follows:

<p>Audit of CITY's Comprehensive Annual Financial Report, for the year ended June 30, 2018, including the Single Audit, Applying Agreed Upon Procedures for Appropriations Limit Calculation (GANN Report); Management Letter if Applicable, Report on matters required by SAS 114</p>	<p>\$ 57,000</p>
<p>Audit of CITY's Comprehensive Annual Financial Report, for the year ended June 30, 2019, including the Single Audit, Applying Agreed Upon Procedures for Appropriations Limit Calculation (GANN Report); Management Letter if Applicable, Report on matters required by SAS 114</p>	<p>\$ 57,000</p>
<p>Audit of CITY's Comprehensive Annual Financial Report, for the year ended June 30, 2020, including the Single Audit, Applying Agreed Upon Procedures for Appropriations Limit Calculation (GANN Report); Management Letter if Applicable, Report on matters required by SAS 114</p>	<p>\$ 57,000</p>
<p>Audit of CITY's Comprehensive Annual Financial Report, for the year ended June 30, 2021, including the Single Audit, Applying Agreed Upon Procedures for Appropriations Limit Calculation (GANN Report); Management Letter if Applicable, Report on matters required by SAS 114</p>	<p>\$ 57,000</p>

CONSULTANT's fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs, imposed in respect of the services, any work product or any license, all of which CITY agrees to pay if applicable or if they become applicable (other than taxes imposed on CONSULTANT's income generally), without deduction from any fees or expenses invoiced to CITY by CONSULTANT.

CONSULTANT rates are as follows:

Level	Rate
<b>Partner</b>	<b>\$300</b>
<b>Manager</b>	<b>\$230</b>
<b>Senior</b>	<b>\$150</b>
<b>Staff</b>	<b>\$110</b>



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

INSURED	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	NAIC #
	INSURER B:	
	INSURER C:	

COVERAGES                      CERTIFICATE NUMBER:                      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTIONS						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE    OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
A	Professional Indemnity Insurance						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
	AUTHORIZED REPRESENTATIVE

and presentation and any significant assumptions or interpretations underlying the supplementary information. In addition, it is CITY's responsibility to include the CONSULTANT's report on supplementary information in any document that contains the supplementary information and that indicates that CONSULTANT has reported on such supplementary information. It is also CITY's responsibility to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by CITY of the supplementary information and the CONSULTANT's report thereon.

CITY is responsible for the preparation of the required supplementary information identified above in accordance with the applicable guidelines. CONSULTANT will request from CITY certain written representations regarding CITY's responsibilities in relation to the required supplementary information presented, including but not limited to whether it has been measured and presented in accordance with prescribed guidelines, the method of measurement and presentation and any significant assumptions or interpretations underlying the supplementary information.


At the conclusion of the engagement, it is CITY's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, CONSULTANT's reports, and corrective action plan) along with the Data Collection Form to the designated federal clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of thirty days after receipt of the CONSULTANT's reports or nine months after the end of the audit period.



## CITY OF BEVERLY HILLS

### MEMORANDUM

**To:** City of Beverly Hills Community Charitable Foundation Board of Directors

**From:** Gisele Grable, Community Services Administrator 

**Meeting Date:** December 13, 2017

**Subject:** 2017 Annual Conflict of Interest Code Report –  
City of Beverly Hills Community Charitable Foundation

**Attachment:** Copy of Conflict of Interest Code and Information

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State Law requires that each local agency review its Conflict of Interest Code every year. All City Commissions and the City of Beverly Hills Community Charitable Foundation Board have been sent copies of the attached documents for their review.

A memo to the Community Charitable Foundation Chair is attached along with a copy of the Conflict of Interest Code (including Exhibits A and B). Each Board Member is required to receive a copy of the Code and Exhibits, and the matter is required to be placed on the Board's agenda for review and comment. *(Please note that the City Clerk's Office is aware that the next Board meeting would occur after their "deadline date" and approved receipt of the forms by the end of the calendar year.)*

If the Board has any changes to the Code, the Foundation Chair is to sign the attached "Amendments" page and return it with the changes to the City Clerk's Office. The City Clerk's Office will then submit the changes to the City Council for its approval. If the Board has no changes to the Code, the Foundation Chair will sign the attached "Statement of Review" page and return to the City Clerk's Office.



CITY OF BEVERLY HILLS

CITY CLERK'S OFFICE

INTEROFFICE COMMUNICATION

July 25, 2017

**TO:** Howard S. Fisher, City of Beverly Hills Community Charitable Foundation Chair  
**FROM:** Byron Pope, City Clerk  
**SUBJECT:** Conflict of Interest Code

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The State Government Code requires that each local agency that has adopted a Conflict of Interest Code review its Code every year.

Please review the attached Conflict of Interest Code for your Commission, mark the necessary changes if there are any, and sign the "Amendments" page. The City Clerk's Office will then submit the changes to the City Council for approval.

If you do not have any changes, please complete, sign, and date the "Statement of Review" page.

Please return the signed "Amendments" or "Statement of Review" page to the City Clerk's Office by Friday, September 29, 2017 at 5pm.

**CONFLICT OF INTEREST CODE FOR THE  
CITY OF BEVERLY HILLS COMMUNITY CHARITABLE FOUNDATION  
CITY OF BEVERLY HILLS**

The Political Reform Act, Government Code Sections 81000, et seq., requires state and local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission has adopted a regulation, California Code of Regulations Section 18730 of Title 2, which contains the terms of a model Conflict of Interest Code, which can be incorporated by reference, and which may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act after public notice and hearings.

Therefore, the terms of California Code of Regulations Section 18730 of Title 2, attached as Exhibit "A," and any amendments to it duly adopted by the Fair Political Practices Commission, except Section 4 which is established as set forth below, are hereby incorporated by reference and, along with the attached Exhibit "B" in which employees and others are designated and disclosure categories are set forth, constitute the Conflict of Interest Code of the above-named Foundation of the City of Beverly Hills.

Section 4 is hereby established to require that all designated employees and others designated in Exhibit "A" attached shall file statements of economic interests with the filing officer, who is the City Clerk. The filing officer shall retain the original and forward a synopsis of the reports to the code reviewing body, who is the City Council.

**Sign the attached  
for "No Changes"**

**STATEMENT OF REVIEW**

I am the Chair of the Board of Directors for the City of Beverly Hills Community  
Charitable Foundation ~~Commission~~. I have reviewed the Conflict of Interest Code adopted  
for this Board ~~Commission~~ and state that no amendments are required.

---

Howard Fisher  
*Sign Above Printed Name*

---

Date

**Sign this form if  
"Changes are indicated"**

**AMENDMENTS TO THE  
CONFLICT OF INTEREST CODE  
OF THE**

**CITY OF BEVERLY HILLS COMMUNITY CHARITABLE FOUNDATION**

The agency designated above hereby submits the City of Beverly Hills Community Charitable Foundation's Conflict of Interest Code to the code reviewing body, the City Council of the City of Beverly Hills.

\_\_\_\_\_  
Chairperson's Signature

\_\_\_\_\_  
Chair, CBHCCF Board of Directors  
Title-Official Capacity

Received on behalf of the City Council of the City of Beverly Hills:

Date: \_\_\_\_\_  
\_\_\_\_\_  
City Clerk

The attached changes to the Foundation's Conflict of Interest Code, having been submitted by the agency designated above, was approved by order of the City Council of the City of Beverly Hills on \_\_\_\_\_.

Other action, if any:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Official Capacity



**EXHIBIT "A"**

**Model Conflict of Interest Code**

**California Code of Regulations Section 18730 of Title 2**

(Regulations of the Fair Political Practices Commission, Title 2, Division 6, California Code of Regulations.)

**§ 18730. Provisions of Conflict of Interest Codes.**

(a) Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the adoption and promulgation of a conflict of interest code within the meaning of Section 87300 or the amendment of a conflict of interest code within the meaning of Section 87306 if the terms of this regulation are substituted for terms of a conflict of interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of article 2 of chapter 7 of the Political Reform Act, Sections 81000, et seq . The requirements of a conflict of interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Section 87100, and to other state or local laws pertaining to conflicts of interest.

(b) The terms of a conflict of interest code amended or adopted and promulgated pursuant to this regulation are as follows:

(1) Section 1. Definitions.

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (Regulations 18110, et seq.), and any amendments to the Act or regulations, are incorporated by reference into this conflict of interest code.

(2) Section 2. Designated Employees.

The persons holding positions listed in the Appendix are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests.

(3) Section 3. Disclosure Categories.

This code does not establish any disclosure obligation for those designated employees who are also specified in Section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their economic interests pursuant to article 2 of chapter 7 of the Political Reform Act, Sections 87200, et seq .

In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict of interest code for another agency, if all of the following apply:

(A) The geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction of the other agency;

(B) The disclosure assigned in the code of the other agency is the same as that required under article 2 of chapter 7 of the Political Reform Act, Section 87200; and

(C) The filing officer is the same for both agencies. <sup>1</sup>

Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in the Appendix specify which kinds of economic interests are reportable. Such a designated employee shall disclose in his or her statement of economic interests those economic interests he or she has which are of the kind described in the disclosure categories to which he or she is assigned in the Appendix. It has been determined that the economic interests set forth in a designated employee's disclosure categories

are the kinds of economic interests which he or she foreseeably can affect materially through the conduct of his or her office.

(4) Section 4. Statements of Economic Interests: Place of Filing.

The code reviewing body shall instruct all designated employees within its code to file statements of economic interests with the agency or with the code reviewing body, as provided by the code reviewing body in the agency's conflict of interest code. <sup>2</sup>

(5) Section 5. Statements of Economic Interests: Time of Filing.

(A) Initial Statements. All designated employees employed by the agency on the effective date of this code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.

(B) Assuming Office Statements. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.

(C) Annual Statements. All designated employees shall file statements no later than April 1. If a person reports for military service as defined in the Servicemember's Civil Relief Act, the deadline for the annual statement of economic interests is 30 days following his or her return to office, provided the person, or someone authorized to represent the person's interests, notifies the filing officer in writing prior to the applicable filing deadline that he or she is subject to that federal statute and is unable to meet the applicable deadline, and provides the filing officer verification of his or her military status.

(D) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

(5.5) Section 5.5. Statements for Persons Who Resign Prior to Assuming Office.

Any person who resigns within 12 months of initial appointment, or within 30 days of the date of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided he or she did not make or participate in the making of, or use his or her position to influence any decision and did not receive or become entitled to receive any form of payment as a result of his or her appointment. Such persons shall not file either an assuming or leaving office statement.

(A) Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:

(1) File a written resignation with the appointing power; and

(2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation he or she did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

(6) Section 6. Contents of and Period Covered by Statements of Economic Interests.

(A) Contents of Initial Statements.

Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.

(B) Contents of Assuming Office Statements.

Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office or, if subject to State Senate confirmation or appointment, on the date of nomination, and income received during the 12 months prior to the date of assuming office or the date of being appointed or nominated, respectively.

(C) Contents of Annual Statements. Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later, or for a board or commission member subject to Section 87302.6, the day after the closing date of the most recent statement filed by the member pursuant to Regulation 18754.

(D) Contents of Leaving Office Statements.

Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

(7) Section 7. Manner of Reporting.

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information:

(A) Investment and Real Property Disclosure.

When an investment or an interest in real property<sup>3</sup> is required to be reported,<sup>4</sup> the statement shall contain the following:

1. A statement of the nature of the investment or interest;

2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;
3. The address or other precise location of the real property;
4. A statement whether the fair market value of the investment or interest in real property equals or exceeds \$2,000, exceeds \$10,000, exceeds \$100,000, or exceeds \$1,000,000.

(B) Personal Income Disclosure. When personal income is required to be reported,<sup>5</sup> the statement shall contain:

1. The name and address of each source of income aggregating \$500 or more in value, or \$50 or more in value if the income was a gift, and a general description of the business activity, if any, of each source;

2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was \$1,000 or less, greater than \$1,000, greater than \$10,000, or greater than \$100,000;

3. A description of the consideration, if any, for which the income was received;

4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;

5. In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.

(C) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported,<sup>6</sup> the statement shall contain:

1. The name, address, and a general description of the business activity of the business entity;

2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than \$10,000.

(D) Business Position Disclosure. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which he or she is a director, officer, partner, trustee, employee, or in which he or she holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

(E) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

(8) Section 8. Prohibition on Receipt of Honoraria.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

Subdivisions (a), (b), and (c) of Section 89501 shall apply to the prohibitions in this section.

This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Section 89506.

(8.1) Section 8.1. Prohibition on Receipt of Gifts in Excess of \$460.



(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept gifts with a total value of more than \$460 in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

Subdivisions (e), (f), and (g) of Section 89503 shall apply to the prohibitions in this section.

(8.2) Section 8.2. Loans to Public Officials.

(A) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the elected officer holds office or over which the elected officer's agency has direction and control.

(B) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(C) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected

officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.

(D) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(E) This section shall not apply to the following:

1. Loans made to the campaign committee of an elected officer or candidate for elective office.

2. Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans from a person which, in the aggregate, do not exceed \$500 at any given time.

4. Loans made, or offered in writing, before January 1, 1998.

(8.3) Section 8.3. Loan Terms.

(A) Except as set forth in subdivision (B), no elected officer of a state or local government agency shall, from the date of his or her election to office through the date he or she vacates office, receive a personal loan of \$500 or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.

(B) This section shall not apply to the following types of loans:

1. Loans made to the campaign committee of the elected officer.
2. Loans made to the elected officer by his or her spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans made, or offered in writing, before January 1, 1998.

(C) Nothing in this section shall exempt any person from any other provision of Title 9 of the Government Code.

(8.4) Section 8.4. Personal Loans.

(A) Except as set forth in subdivision (B), a personal loan received by any designated employee shall become a gift to the designated employee for the purposes of this section in the following circumstances:

1. If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.

2. If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:

a. The date the loan was made.

b. The date the last payment of \$100 or more was made on the loan.

c. The date upon which the debtor has made payments on the loan aggregating to less than \$250 during the previous 12 months.

(B) This section shall not apply to the following types of loans:

1. A loan made to the campaign committee of an elected officer or a candidate for elective office.

2. A loan that would otherwise not be a gift as defined in this title.

3. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor has taken reasonable action to collect the balance due.

4. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor, based on reasonable business considerations, has not undertaken collection action.

Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations.

5. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.

(C) Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code.

(9) Section 9. Disqualification.

No designated employee shall make, participate in making, or in any way attempt to use his or her official position to influence the making of any governmental decision which he or she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family or on:

(A) Any business entity in which the designated employee has a direct or indirect investment worth \$2,000 or more;

(B) Any real property in which the designated employee has a direct or indirect interest worth \$2,000 or more;

(C) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating \$500 or more in value provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made;

(D) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or

(E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating \$460 or more provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

(9.3) Section 9.3. Legally Required Participation.

No designated employee shall be prevented from making or participating in the making of any decision to the extent his or her participation is legally required for the decision to be

made. The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make his or her participation legally required for purposes of this section.

(9.5) Section 9.5. Disqualification of State Officers and Employees.

In addition to the general disqualification provisions of section 9, no state administrative official shall make, participate in making, or use his or her official position to influence any governmental decision directly relating to any contract where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state administrative official, or any member of his or her immediate family has, within 12 months prior to the time when the official action is to be taken:

(A) Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or

(B) Engaged in a business transaction or transactions on terms not available to members of the public regarding the rendering of goods or services totaling in value \$1,000 or more.

(10) Section 10. Disclosure of Disqualifying Interest.

When a designated employee determines that he or she should not make a governmental decision because he or she has a disqualifying interest in it, the determination not to act may be accompanied by disclosure of the disqualifying interest.

(11) Section 11. Assistance of the Commission and Counsel.

Any designated employee who is unsure of his or her duties under this code may request assistance from the Fair Political Practices Commission pursuant to Section 83114 and Regulations 18329 and 18329.5 or from the attorney for his or her agency, provided that nothing in this section requires the attorney for the agency to issue any formal or informal opinion.

(12) Section 12. Violations.

This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Sections 81000-91014. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of Section 87100 or 87450 has occurred may be set aside as void pursuant to Section 91003.

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<sup>1</sup> Designated employees who are required to file statements of economic interests under any other agency's conflict of interest code, or under article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Section 81004.

<sup>2</sup> See Section 81010 and Regulation 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.

<sup>3</sup> For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

<sup>4</sup> Investments and interests in real property which have a fair market value of less than \$2,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and

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dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.

<sup>5</sup> A designated employee's income includes his or her community property interest in the income of his or her spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.

<sup>6</sup> Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.

Note: Authority cited: Section 83112, Government Code. Reference: Sections 87103(e), 87300-87302, 89501, 89502 and 89503, Government Code.

#### HISTORY

1. New section filed 4-2-80 as an emergency; effective upon filing (Register 80, No. 14).

Certificate of Compliance included.

2. Editorial correction (Register 80, No. 29).

3. Amendment of subsection (b) filed 1-9-81; effective thirtieth day thereafter (Register 81, No. 2).

4. Amendment of subsection (b)(7)(B)1. filed 1-26-83; effective thirtieth day thereafter (Register 83, No. 5).

5. Amendment of subsection (b)(7)(A) filed 11-10-83; effective thirtieth day thereafter (Register 83, No. 46).

6. Amendment filed 4-13-87; operative 5-13-87 (Register 87, No. 16).



7. Amendment of subsection (b) filed 10-21-88; operative 11-20-88 (Register 88, No. 46).
8. Amendment of subsections (b)(8)(A) and (b)(8)(B) and numerous editorial changes filed 8-28-90; operative 9-27-90 (Reg. 90, No. 42).
9. Amendment of subsections (b)(3), (b)(8) and renumbering of following subsections and amendment of Note filed 8-7-92; operative 9-7-92 (Register 92, No. 32).
10. Amendment of subsection (b)(5.5) and new subsections (b)(5.5)(A)-(A)(2) filed 2-4-93; operative 2-4-93 (Register 93, No. 6).
11. Change without regulatory effect adopting Conflict of Interest Code for California Mental Health Planning Council filed 11-22-93 pursuant to title 1, section 100, California Code of Regulations (Register 93, No. 48). Approved by Fair Political Practices Commission 9-21-93.
12. Change without regulatory effect redesignating Conflict of Interest Code for California Mental Health Planning Council as chapter 62, section 55100 filed 1-4-94 pursuant to title 1, section 100, California Code of Regulations (Register 94, No. 1).
13. Editorial correction adding History 11 and 12 and deleting duplicate section number (Register 94, No. 17).
14. Amendment of subsection (b)(8), designation of subsection (b)(8)(A), new subsection (b)(8)(B), and amendment of subsections (b)(8.1)-(b)(8.1)(B), (b)(9)(E) and Note filed 3-14-95; operative 3-14-95 pursuant to Government Code section 11343.4(d) (Register 95, No. 11).
15. Editorial correction inserting inadvertently omitted language in footnote 4 (Register 96, No. 13).

16. Amendment of subsections (b)(8)(A)-(B) and (b)(8.1)(A), repealer of subsection (b)(8.1)(B), and amendment of subsection (b)(12) filed 10-23-96; operative 10-23-96 pursuant to Government Code section 11343.4(d) (Register 96, No. 43).

17. Amendment of subsections (b)(8.1) and (9)(E) filed 4-9-97; operative 4-9-97 pursuant to Government Code section 11343.4(d) (Register 97, No. 15).

18. Amendment of subsections (b)(7)(B)5., new subsections (b)(8.2)-(b)(8.4)(C) and amendment of Note filed 8-24-98; operative 8-24-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 35).

19. Editorial correction of subsection (a) (Register 98, No. 47).

20. Amendment of subsections (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 5-11-99; operative 5-11-99 pursuant to Government Code section 11343.4(d) (Register 99, No. 20).

21. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 12-6-2000; operative 1-1-2001 pursuant to the 1974 version of Government Code section 11380.2 and Title 2, California Code of Regulations, section 18312(d) and (e) (Register 2000, No. 49).

22. Amendment of subsections (b)(3) and (b)(10) filed 1-10-2001; operative 2-1-2001.

Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 2).

23. Amendment of subsections (b)(7)(A)4., (b)(7)(B)1.-2., (b)(8.2)(E)3., (b)(9)(A)-(C) and footnote 4. filed 2-13-2001. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third

- Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 7).
24. Amendment of subsections (b)(8.1)-(b)(8.1)(A) filed 1-16-2003; operative 1-1-2003. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2003, No. 3).
25. Editorial correction of History 24 (Register 2003, No. 12).
26. Editorial correction removing extraneous phrase in subsection (b)(9.5)(B) (Register 2004, No. 33).
27. Amendment of subsections (b)(2)-(3), (b)(3)(C), (b)(6)(C), (b)(8.1)-(b)(8.1)(A), (b)(9)(E) and (b)(11)-(12) filed 1-4-2005; operative 1-1-2005 pursuant to Government Code section 11343.4 (Register 2005, No. 1).
28. Amendment of subsection (b)(7)(A)4. filed 10-11-2005; operative 11-10-2005 (Register 2005, No. 41).
29. Amendment of subsections (a), (b)(1), (b)(3), (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 12-18-2006; operative 1-1-2007. Submitted to OAL pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2006, No. 51).
30. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 10-31-2008; operative 11-30-2008. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate

District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2008, No. 44).

31. Amendment of section heading and section filed 11-15-2010; operative 12-15-2010. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2010, No. 47).

32. Amendment of section heading and subsections (a)-(b)(1), (b)(3)-(4), (b)(5)(C), (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) and amendment of footnote 1 filed 1-8-2013; operative 2-7-2013. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2013, No. 2).

33. Amendment of subsections (b)(8.1)-(b)(8.1)(A), (b)(8.2)(E)3. and (b)(9)(E) filed 12-15-2014; operative 1-1-2015 pursuant to section 18312(e)(1)(A), title 2, California Code of Regulations. Submitted to OAL for filing and printing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2014, No. 51).

EXHIBIT "B"

CITY OF BEVERLY HILLS COMMUNITY CHARITABLE FOUNDATION

<u>Designated Positions</u>	<u>Investments<sup>A</sup></u>	<u>Real Property<sup>B</sup></u>	<u>Income, Loans &amp; Bus. Pos.<sup>C</sup></u>	<u>Gifts &amp; Travel Payments<sup>D</sup></u>
Member "A"	X	X	X	X
Member "B"	X	X	X	X
Member "C"	X	X	X	X
Member "D"	X	X	X	X
Member "E"	X	X	X	X

Disclosure Categories for All Positions Listed

- A. Reportable investments. (FPPC Form 700, Schedules A-1 and A-2.)
- B. Reportable interests in real property in the Jurisdiction. (FPPC Form 700, Schedule B.)
- C. Reportable income, loans and business positions, other than gifts and travel payments. (FPPC Form 700, Schedule C.)
- D. Reportable gifts and travel payments. (FPPC Form 700, Schedules D and E.)