

CONTRACT TRANSMITTAL SUMMARY SHEET

Date: 02/02/09

TO: Office of the City Clerk
Council and Public Services Division
Index Section

FROM: Office of the City Clerk
Administrative Service Division
Special Assessments Section
Business Improvement District Unit

CONTRACT NO: C-115101 AMENDMENT NO:

COUNCIL FILE NO: **07-0472**

DATE OF COUNCIL APPROVAL: **12/17/08**

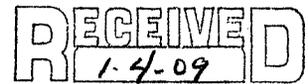
CONTRACTOR'S NAME: **DOWNTOWN LOS ANGELES
PROPERTY OWNERS ASSOCIATION**

TERM OF CONTRACT: **01/01/09 THRU: 12/31/13**

TOTAL AMOUNT: **N/A**

Purpose of Contract: **Administration of the Fashion District Business
Improvement District**





AGREEMENT TO ADMINISTER THE PROPERTY-BASED
BUSINESS IMPROVEMENT DISTRICT

AGREEMENT NO. C-115101

This Agreement ("Agreement") is entered into by and between the CITY OF LOS ANGELES, a municipal corporation ("City"), and the DOWNTOWN LOS ANGELES PROPERTY OWNERS ASSOCIATION, a California nonprofit corporation ("Corporation"), acting as the Owners Association pursuant to Section 36651 of the California Streets and Highways Code, for the administration of the Fashion District Business Improvement District, with reference to the following facts:

RECITALS

- A. On December 17, 2008, the Los Angeles City Council ("City Council"), acting pursuant to the Property and Business Improvement Act of 1994, Sections 36600, et seq., of the California Streets and Highways Code ("Act"), adopted City Ordinance No. 180457 ("Ordinance"), which established the Fashion District Business Improvement District ("District") and levied assessments on the parcels of real property within the District. (Council File No. 07-0742)
- B. The Assessments levied and collected by City shall be used only for the purposes set forth in said Ordinance, which incorporates by reference the Management District Plan, except for any City costs or expenses, which are charged to the District by City for administration of the District program.
- C. The services and activities to be performed by Corporation are of a supplemental nature, such that were it not for the establishment of the District, the supplemental services could not or would not be performed by City or by City employees, and such that the interests of City are better served by an agreement with the Corporation than by the performance or attempted performance of such supplemental services and activities by City.
- D. City currently intends that the level of services presently being provided by City in the area within the District ("baseline service level") will not be affected by the establishment of the District or the levying of assessments.
- E. The City Council has authorized the Los Angeles City Clerk ("City Clerk"), as Business Improvement District Program Coordinator, and subject to approval by the Los Angeles City Attorney, to execute and administer this Agreement for administration of the District program.
- F. Subsequent to adoption of said Ordinance by the Los Angeles City Council, and prior to the execution of this Agreement, Corporation has commenced tasks associated with this Agreement including, but not limited to, the purchase of insurance as required in Section 8.1, herein.

NOW, THEREFORE, City and Corporation in consideration of the recitals, mutual promises, covenants, agreements and representations set forth below, hereby promise, covenant, agree and represent as follows:

SECTION 1. PERIOD OF PERFORMANCE

The period of performance under this Agreement shall be from January 1, 2009 to and including December 31, 2013, unless amended by mutual agreement of both parties through a written amendment to this Agreement.

SECTION 2. CORPORATION RESPONSIBILITIES

- 2.1. **PROGRAM IMPLEMENTATION AND OPERATION.** Corporation shall be fully responsible for developing, implementing, directing, and operating the District programs, improvements or activities as described in the Management District Plan set forth in Attachment 1, attached hereto and incorporated fully by reference. Corporation understands and expressly agrees that it will comply with all applicable laws and regulations and maintain its non-profit status for the duration of this agreement.
- 2.2. **PROGRAM AND BUDGET REPORTS.** Corporation shall prepare and submit to the City Clerk quarterly activity reports and a planning report for each year for which Assessments are to be levied and collected by City. Corporation shall submit to the City Clerk various District program plans and reports, including the following:
- A. **Planning Reports.** Corporation shall prepare and submit to the City Clerk a Planning Report for each fiscal year for which Assessments are to be levied and collected. The Planning Report shall be prepared in accordance with Section 36650 of the Act and shall contain all items required by said Section. The first Planning Report shall be submitted by December 1, 2009 and by December 1 of each subsequent fiscal year of District operations for which assessments are to be levied and collected. The District's "fiscal year" shall be from January 1 to and including December 31. These reports are subject to review, approval and or modification by the City Council.
 - B. **Quarterly Activity Reports.** Corporation shall submit quarterly activity reports. The report for January, February and March of each District operating year shall be submitted by April 30 of the subject year; the report for April, May and June by July 31 of the subject year; the report for July, August and September by October 31 of the subject year; and the report for October, November and December by January 31 of the subsequent year. The Quarterly Activity reports shall describe the status and progress of the various District programs, improvements and activities as described and referenced in the Management District Plan and subsequent Planning Reports. The Quarterly Activity Report shall be written in narrative summary form and include summary statistical and financial data.
- 2.3. **FINANCIAL STATEMENTS.** For each fiscal year, Corporation shall submit to the City Clerk a full disclosure financial statement covering the fiscal year with a Certified Public Accountant's review report. Corporation shall include with its financial statement a report of Corporation's activities, including but not limited to those activities listed in the Planning Report for that fiscal year. The first financial statement shall be submitted to the City Clerk by May 1, 2010, and by May 1 of each subsequent fiscal year.
- 2.4. **PROGRAM COORDINATION.** Corporation shall render services in accordance with the Management District Plan and the terms of this Agreement, and shall cooperate with the City Clerk in the execution of the Management District Plan and this Agreement.
- 2.5. **SUPPORT SERVICES.** Corporation assumes responsibility for the contracting for support services as required, and paying for all such direct and indirect expenses as may be necessary for the timely completion of work. Any obligations or expenditures for items not budgeted shall not be paid through assessments collected for the District. In administering subcontracts as necessary for providing District programs, improvements or activities, Corporation shall comply with all applicable State, County and City laws and regulations.
- 2.6. **LIAISON WITH COMMUNITY.** Corporation shall maintain an ongoing liaison relationship with the community. Corporation's responsibilities encompass the following areas:

- A. **Public Meetings.** Corporation shall organize and conduct, at a minimum, one annual public meeting to be noticed in writing by Corporation to all assessed property owners in the District. This meeting will be conducted at a location within the District, in order to allow the property owners to meet other District members as well as to familiarize themselves with Corporation, its functions and its officers. At these meetings District members shall have the opportunity to express to Corporation their desires and concerns relating to the District.
 - B. **Newsletters.** Corporation shall prepare a District newsletter to be produced on a quarterly basis, at a minimum, and shall distribute this newsletter to all assessed property owners in the District. Corporation may, at Corporation's option, provide the newsletter by standard mail or electronic transmission. The newsletter will be designed to facilitate and maximize the exchange of information between Corporation, City, and the members of the District. Each issue of the newsletter shall be submitted in duplicate to the City Clerk for reference.
 - C. **Other Events.** Corporation shall organize at their discretion other events and activities that involve District members and further the goals and objectives described in the Management District Plan.
- 2.7. **BUDGET.** Each program, improvement or activity specified in the Management District Plan, and as described in section 36622 of the Act, or the Planning Report, shall be implemented by Corporation. Corporation and City agree that amounts shown in the Management District Plan or the Planning Reports were the best estimates of the cost of those programs, improvements or activities at the time those estimates were made. Deviations from those estimates are to be anticipated. City and Corporation also agree that the programs, improvements and activities may not be completed within the year budgeted, given normal delays that can be expected in these types of programs. Corporation will use its best efforts to implement and complete all programs, improvements and activities specified in the Management District Plan. However, it is possible that Corporation may not actually expend the precise amount budgeted for any one identified program, improvement or activity. A ten percent (10%) deviation in a budget line item will not be considered significant. If deviation in a budget line item exceeds 10%, or if Corporation decides to make budget allocation changes that exceed 10% of the total budget for all programs, improvements, and activities, and such changes would, in the opinion of the City Clerk, adversely impact the benefits received by the assessed property owners in the District, Corporation will request City Council authorization to modify the programs, improvements and activities to be funded pursuant to Section 36636 of the Act. However, in no event may Corporation spend more than the total amount budgeted in the Management District Plan for any given year, including delinquent payments, interest income, and rollover funds, without City Clerk or City Council approval.
- 2.8. **ASSESSMENT RECORDS.** Corporation shall maintain a complete database or other comprehensive listing, current to the most recent property tax year available, containing the following information: the Assessor Parcel Number and situs address of all parcels in the District; the name and address of the legal owner of each parcel; the amount of Assessment levied upon each parcel; the proportionate financial obligation of the Assessment levied upon each parcel, in relation to the entire District Assessment; and, the Assessment calculations for each parcel, including all variables used in the calculation of the Assessment. Said database shall be updated at least once each year during District operations to reflect changed conditions such as parcel consolidation and to accurately reflect the status of the assessed individual parcels as provided in the Management District Plan. The City Clerk may, at the City Clerk's discretion, provide assistance in compiling or correcting assessment data or information relative to properties in the District; however, the City Clerk shall in no way be obligated to prepare, produce or correct such data or information. Corporation agrees to make such District data available at the Corporation's office for inspection by property owners in the District during regular business hours.

- 2.9. ANNUAL ASSESSMENT PREPARATION. Beginning June 1, 2009, and by June 1 of each subsequent fiscal year, Corporation shall supply the City Clerk with Assessment data for placement on the Los Angeles County Assessor tax roll for the subsequent tax year, in a format to be prescribed by the City Clerk. The Assessment data shall include the following: Assessor Parcel Numbers of all parcels in the District; the amount of Assessment to be levied upon each parcel; exemption documentation acceptable to the City Clerk, the Assessment calculations for each parcel, including all variables used in the determination of the Assessment, and other information which the City Clerk may require. Any corrections or adjustments to the annual assessment transmittal, as well as the accuracy of any such corrections or adjustments, shall be the responsibility of Corporation. Upon request of the City Clerk, Corporation hereby agrees to promptly complete a written request for an investigation of discrepancies and make all reasonable efforts to obtain additional related documentation. If City agrees, any errors caused by City in transmitting or calculating Corporation supplied data will result in an immediate correction and re-transmission by City.

SECTION 3. CITY RESPONSIBILITIES

The City Clerk may assist with the resolution of any discrepancies in individual Assessment amounts, calculations or benefits. The City Clerk reserves the right to:

- A. Make reasonable efforts to effect the timely collection of the annual assessment, including City assessments and direct billed assessments;
- B. Make reasonable efforts to pursue delinquent assessments and remit such assessments to Corporation, including interest and penalties subject to City's right to recover costs for pursuing such assessments;
- C. Maintain a continual liaison with Corporation, including assisting with the coordination of services from various other City departments, bureaus, and agencies;
- D. Conduct reviews of existing primary data; verify Assessment data as compiled by any consultant or subcontractor hired by Corporation; perform field or site inspections to verify the accuracy of existing or secondary data, or to substantiate a claim made by a property owner subject to assessment in the District, with the cooperation of Corporation; maintain confidentiality of certain City records as City deems appropriate;
- E. Direct the Corporation to recalculate the Assessment amount due and direct the Los Angeles County Auditor-Controller to respond appropriately, or make such other arrangements with Corporation and the property owner to resolve the incorrect assessment;
- F. Recalculate the Assessment amount due and direct the Los Angeles County Auditor-Controller to respond appropriately, or make such other arrangements with Corporation and the property owner to resolve the incorrect assessment;
- G. Any of the actions by the City Clerk mentioned in this Section may require a written request from Corporation to conduct the investigation; additional related documentation, such as a written request from the affected property owner, may also be required. All City Clerk costs associated with such supplemental investigations may be recovered from the District Assessments collected, subject to existing or future City policies and procedures regarding

recoverable costs and expenses. Such costs will be in addition to those costs set forth in Sections 6.1 through 6.4 of this Agreement.

SECTION 4. AVAILABILITY OF DOCUMENTS

The designs, plans, reports, files, invoices, investigations, materials, and documents prepared or acquired by or for Corporation pursuant to this Agreement (including any duplicate copies) shall be made fully available to City by Corporation. Corporation agrees to exercise reasonable and due diligence in providing for the secure storage of all such materials and to provide copies for official City records upon request from the City Clerk.

SECTION 5. DISBURSEMENTS

- 5.1. Based upon the annual assessments as listed in the Management District Plan or Planning Reports, and with the exception of recoverable City costs and net of any County charges or supplemental City service fees, loans or advances, City shall disburse to Corporation the actual revenues received from District assessments. Assessment revenues shall be disbursed to the Corporation by City periodically throughout each year as close to the time City receives such revenues from the County.
- 5.2. The City Clerk will notify Corporation of the amount of funds available within twenty (20) business days of the date of receipt of a transmittal of funds to City from the County of Los Angeles, or the receipt of funds through the direct billing by City of public agencies or other entities. Corporation will deliver an invoice to the City Clerk requesting such funds. The City Clerk agrees to pay Corporation the amount due Corporation within twenty (20) business days of receiving said invoice, subject to Corporation's compliance with Section 2 of this Agreement and except in the case of circumstances beyond the control of the City Clerk. City shall not be responsible for delays in disbursements to Corporation due to delays in funds transmittals by County or payment delays by other public entities, organizations or agencies.
- 5.3. The City Clerk will notify Corporation of the amount of delinquent assessments and penalties, if any, that have been collected and are available to Corporation for the improvements and activities. Corporation will invoice City for the amount of delinquent assessments. The City Clerk agrees to pay Corporation the amount due to Corporation within ten (10) business days of receiving the invoice for the delinquent assessments that have been recovered, subject to Corporation's compliance with its responsibilities under provisions of this Agreement and except in the case of circumstances beyond the control of the City Clerk. The City Clerk will so notify Corporation of these assessments when the amounts collected exceed five hundred dollars (\$500).
- 5.4. The City Clerk may withhold either all or some portion of the actual revenues received from assessments, if the City Clerk finds that Corporation is not properly administering the budget in accordance with the Ordinance, Planning Report, and Subsections 2.2, 2.3, 2.6 (A) & (B), 2.8 (insofar as it requires Corporation to create a budget and expend funds pursuant to this Agreement, the Management District Plan, and the Planning Report, and in compliance with the Act). The City Clerk will notify Corporation and set forth the specific problems and issues relative to the Corporation's failure to properly implement the improvements and activities stated in Section 2 of this Agreement, the Ordinance, Management District Plan, and Planning Report. The City Clerk and Corporation will immediately attempt to cure the problems if, at the City Clerk's discretion, a cure is appropriate. Funds will be released upon the implementation of an acceptable cure, subject to the approval of the City Clerk and possible modification of the disbursement schedule. This does not alter or diminish in any way City's right to proceed in a manner consistent

with California Streets and Highways Code, Section 36670 or other applicable law, or to invoke other appropriate remedies, including termination of this agreement.

- 5.5. If the Corporation is dissolved, dissolves itself, or no longer has non-profit status, prior to or upon the expiration of this Agreement, any unexpended monies will be immediately transmitted to City for distribution as described in Section 10 of this Agreement. Corporation will immediately notify the City Clerk of any such change in corporation status.

SECTION 6. COSTS AND EXPENSES

- 6.1. **RECOVERABLE COSTS.** The recoverable City costs associated with the District's billing, account maintenance, program and report reviews as well as liaison activities, assistance to the Corporation and general administration, will be reimbursed to City. City shall deduct recoverable City costs from the District's special fund. Such costs may be withheld by the City Clerk prior to making any distribution of funds to Corporation.
- A. The recoverable City costs are reimbursable from the assessment revenues each year of the District's operation. The reimbursable direct costs and expenses include salaries, general expenses and the District's share of required program equipment costs. Recoverable costs will be 0.75 percent (.75%) of total annual assessments. For the first fiscal year estimated recoverable costs will be \$46,808.88 which includes an additional one percent (1%) for departmental costs associated with the direct billing of BID stakeholders.
- B. The amounts and categories of allowable recoverable or reimbursable City costs are subject to existing or future City policies and procedures regarding recoverable costs and expenses, and remain subject to review and action by the City Council. In no event will a change in policies or procedures be imposed on the Corporation during a current fiscal year, such that the charge would require additional funds to be paid to City. Any such change shall be made through a written amendment to this Agreement, consistent with Section 22 ("Amendment") below.
- 6.2. **STANDARD CITY FEES.** All standard City fees, including but not limited to, fees or service charges for reproduction or transmittal requests or for the generation of real property or business ownership lists, reports or specific documents, may be applied to requests by Corporation. Such fees are in addition to the estimated costs and fees in Sections 6.1, 6.3 and 6.4 of this Agreement.
- 6.3. **SUPPLEMENTAL CITY FEES.** Supplemental fees may be charged to Corporation by City to cover the additional costs incurred for specialized services, including but not limited to: researching and compiling data; preparing specialized types of reports specific to the needs of the Corporation; and performing site inspections as described in Section 3.2. of this Agreement. Corporation may request the performance of all such specialized services in writing. If City determines to proceed with said request, City shall notify the Corporation of any applicable fees prior to performing the specialized service requested. City may initiate such special services to resolve discrepancies or assessment benefit problems. City will notify Corporation thirty (30) days prior to initiating such services in order to allow the Corporation to resolve the need for such specialized services. If notice is not given but City does conduct specialized services, the cost of those specialized services will be borne by the City. Such fees shall be deducted from the Assessments collected or shall be paid in advance by the Corporation, at the City Clerk's discretion and are in addition to costs and fees set forth in Sections 6.1, 6.2 and 6.4 of this Agreement.
- 6.4. **LOS ANGELES COUNTY FEES.** All fees and costs charged to City by the County of Los Angeles

for processing or adjusting Assessments or Assessment data, including, but not limited to District report preparation fees, supplemental billing fees and technical, research or systems expenses, shall be deducted from Assessments collected. Such fees are in addition to the costs and fees shown in Sections 6.1 through 6.3 of this Agreement.

SECTION 7. RETENTION OF RECORDS, AUDIT AND REPORTS

- 7.1. In accordance with generally accepted accounting principles, Corporation shall maintain full and complete records of activities and services performed under this Agreement, in their original form. Such records shall be open to the inspection of City and City may audit such records. Corporation agrees to keep all such records on file in a secure location for a minimum of three (3) years subsequent to the expiration of this Agreement.
- 7.2. The records maintained by Corporation shall include, but shall not be limited to, all invoices and receipts for District related expenditures incurred and must include supporting documentation for the activities or programs described in the District budget or Management District Plan. City reserves the right to perform a contract compliance audit at least once annually. Corporation shall provide any records or reports requested by the City regarding performance of this Agreement. Corporation agrees to keep all receipts and other supporting documents available for inspection and as specified in Section 7.1 of this Agreement.

SECTION 8. INSURANCE

8.1. General Conditions

- A. During the term of this Agreement and without limiting Corporation's indemnification of the City, Corporation shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by Corporation but not less than the amounts and types listed on Form General 146/IR (Rev. 4/00) (attached hereto as Exhibit 1). Such insurance shall conform to City requirements established by Charter, ordinance or policy, shall comply with the instructions set forth on Form General 133 (Rev. 10/03) (included in Exhibit 1) and with the conditions set forth on the applicable City Special Endorsement form(s), copies of which are included in Exhibit 1, and shall otherwise be in a form acceptable to the City Attorney. Specifically, such insurance shall: 1) protect City as an Insured or an Additional Interest Party, or a Loss Payee As Its Interests May Appear, respectively, when such status is appropriate and available depending on the nature of the applicable coverages; 2) provide City at least thirty (30) days advance written notice of cancellation, material reduction in coverage or reduction in limits when such change is made at the option of the insurer; and 3) be primary with respect to City's insurance program. Except when City is a named insured, Contractor's insurance is not expected to respond to claims, which may arise from the acts or omissions of the City.

8.2 Modification of Coverage

- A. City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required hereunder by giving Corporation ninety (90) days advance written notice of such change. If such change should result in substantial

additional cost to the Corporation due to market-wide unavailability of coverage, City agrees to negotiate additional compensation proportional to the increased benefit to City.

8.3. Failure to Procure Insurance

- A. All required insurance must be submitted and approved by the City Attorney prior to the inception of any operations or tenancy by Corporation. The required coverages and limits are subject to availability on the open market at reasonable cost as determined by City. Non-availability or non-affordability must be documented by a letter from Corporation's insurance broker or agent indicating a good faith effort to place the required insurance and showing as a minimum the names of the insurance carriers and the declinations or quotations received from each.
- B. Within the foregoing constraints, Corporation's failure to procure or maintain required insurance or a self-insurance program during the entire term of this Agreement shall constitute a material breach of this Agreement under which City may immediately suspend or terminate this Agreement or, at its discretion, procure or renew such insurance to protect City's interests and pay any and all premiums in connection therewith and recover all monies so paid from Contractor.

8.4. Workers' Compensation

- A. By signing this Agreement, Corporation hereby certifies that it is aware of the provisions of Section 3700 et seq., of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all such times as they may apply during the performance of the work pursuant to this Agreement.
- B. A Waiver of Subrogation in favor of City will be required when work is performed on City premises under hazardous conditions.

SECTION 9. NOTICES

9.1. Notice to the parties shall, unless otherwise requested in writing, be sent in duplicate to:

City: Glenn R. Robison, Chief
Administrative Services Division
Office of the City Clerk
200 North Spring Street, Room 224
Los Angeles, California 90012

Attn: Special Assessments Section
Phone (213) 978-1099 / Fax (213) 978-1130

Corporation: John Van Den Akker, Chair
Downtown Los Angeles Property Owners Association
110 East 9th Street, Suite A-1175
Los Angeles, California 90079

Phone (213) 488-1153 / Fax (213) 488-5159

- 9.2. Any notice, report, newsletter or other communication required or prepared pursuant to this Agreement shall be deemed to be properly transmitted when delivered via messenger or deposited in the United States mail for delivery to the parties listed above. Changes to the address of any of the parties may be accomplished for purposes of this Agreement by providing written notice of such change via the United States mail.

SECTION 10. REVENUES AND ASSETS OF THE DISTRICT

In the event the District is disestablished, expires, or otherwise terminates, or the Corporation ceases to be a non-profit corporation, all remaining revenue, after all outstanding debts are paid, derived from the levy of assessments, or derived from the sale of assets acquired with the revenues, shall be refunded in the manner described in Section 36671 of the Act.

SECTION 11. CONFLICT OF INTEREST

- 11.1. For the duration of this Agreement, Corporation and its employees or agents will not act in a manner which may create District-related conflict of interest. In particular, Corporation's Board of Directors and the District's Executive Director must disclose any material financial interest they have in any matter coming before them for decision. Any Board member, Executive Director or employee shall refrain from participating in the decision-making process relating to any matter in which they may have a material financial interest or conflict of interest.
- 11.2. Nothing in this Section prohibits or precludes Corporation's officers, members, directors, agents, or employees from providing or presenting to other interested parties or entities; information or assistance related to the District's establishment or operations, or to the establishment or operation of other proposed or existing districts throughout the City, where such information or assistance does not create a conflict of interest or disclose confidential information. However, Corporation may not provide those services discussed in Section 2 of this Agreement to any other BID unless the bylaws of both Corporations are amended to permit the provision of such services.
- 11.3. Corporation, in carrying out the improvements and activities as set forth in the Management District Plan or the Planning Reports, should encourage local businesses within the boundaries of the District and within the City of Los Angeles to submit proposals for those services needed by Corporation to implement the improvements and activities. Board Members of Corporation and the Executive Director of the District shall not be precluded from submitting proposals for these services.

SECTION 12. ASSIGNMENT

- 12.1. Corporation covenants and agrees that it will not assign or transfer its rights, including the right to payment, under this Agreement, either in whole or in part, without first obtaining the written consent of City, which consent may be granted or denied at the sole and absolute discretion of City.
- 12.2. Any attempt by Corporation to assign or transfer its rights or obligations without such prior written consent shall be null and void and may, at the option of City, automatically terminate this Agreement.

SECTION 13. GENERAL FUND NOT LIABLE

- 13.1. Neither the General Fund of City, nor any other fund, revenue source or monies whatsoever of City, except for the actual collected District Assessment net revenue, shall be liable for payment of any obligations arising from this Agreement. Said obligations are not a debt of City, nor a legal or

equitable pledge, charge, lien, or encumbrance upon any of its property or upon its income, receipts or revenues.

- 13.2. This Agreement embodies all of Corporation's reimbursement rights and no further note or other document shall be required to be executed by City.

SECTION 14. CORPORATION NOT AGENT OF CITY

Neither Corporation or any of Corporation's employees, agents, representatives, or subcontractors are or shall be considered to be agents of City, nor shall Corporation be considered a legislative body, relative to the performance of Corporation's obligations under this Agreement or for any other purpose.

SECTION 15. TERMINATION FOR BREACH OF AGREEMENT

- 15.1. City shall have the right to terminate this Agreement for cause pursuant to the terms of this paragraph. If Corporation fails to perform any of the provisions of this Agreement or so fails to make progress so as to endanger timely performance of this Agreement, City may give Corporation written notice Pursuant to Section 9 of this Agreement of such default. "Cause" shall be defined as "uncured default" under the Agreement. Corporation shall thereafter have thirty (30) days to cure such default. The City Clerk retains the right to grant an extension of time should such be determined, at the City Clerk's discretion, to be reasonably necessary to allow an acceptable cure. If Corporation is unable to cure the problem during the time frame established by the City Clerk, but not less than thirty (30) days, City may immediately terminate this Agreement. Termination shall not impair City's right to audit the books and records of Corporation with respect to all monies expended hereunder, or prejudice or otherwise diminish the rights of City to claim and recover monies expended for other than allowable costs.
- 15.2. Notwithstanding the foregoing, City shall also have the right to suspend this Agreement immediately with written notice to the Corporation in the event City determines that misappropriation of funds, malfeasance, or other violations of law have occurred in connection with the management of the District. City retains the right to immediately commence disestablishment proceedings in accordance with Streets and Highways Code Section 36670, which states in pertinent part that "[a]ny district established or extended pursuant to the provisions of this part, where there is no indebtedness, outstanding and unpaid, incurred to accomplish any of the purposes of the district, may be disestablished by resolution by the city council... [i]f the city council finds there has been misappropriation of funds, malfeasance, or a violation of law in connection with the management of the district, it shall notice a hearing on disestablishment." Cal Sts & Hy Code § 36670(1)(A). In addition, City may seek all other available appropriate remedies pursuant to law. Corporation will have 10 days to respond in writing to City's notice of suspension and begin a dispute resolution process.
- 15.3. Further notwithstanding the foregoing, if corporation ceases to be a non-profit or if a federal or state proceeding for relief of debtors is undertaken by or against Corporation, or if Corporation makes an assignment for the benefit of creditors, then City may immediately terminate this Agreement.
- 15.4. In the event City terminates this Agreement as provided in this article, City may procure upon such terms and in such manner as City may deem appropriate, Services similar in scope and level of effort to those terminated, and Corporation shall be liable to City for all its costs and damages, including, but not limited to, any excess costs for such Services.

- 15.5. All documents and materials produced or procured by Corporation pursuant to its performance under this Agreement, the Management District Plan, the Ordinance, or the Act shall become City property upon date of such termination.
- 15.6. The rights and remedies of this Agreement are not exclusive and are in addition to any other rights or remedies provided by law or under this Agreement.

SECTION 16. BROWN ACT AND PUBLIC RECORDS ACT

- 16.1. The Board of Directors of Corporation is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose.
- 16.2. Notwithstanding Section 16.1 above, the Board of Directors of Corporation, when hearing, discussing, deliberating, and taking actions on matters within the subject matter of the District or that are covered under this Agreement, will comply with the provisions of the Ralph M. Brown Act (Chapter 9, commencing with Section 54950 of Part 1 of Division 2 of Title 5 of the Government Code).
- 16.3. Notwithstanding Section 16.1 above, Corporation and the Board of Directors are also subject to and must comply with the California Public Records Act (Chapter 3.5, commencing with Section 6250 of Division 7 of Title 1 of the Government Code).

SECTION 17. SEVERABILITY

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining parts, terms or provisions of the Agreement shall not be affected thereby.

SECTION 18. CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

All titles or subtitles appearing herein have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against the City or the Corporation. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

SECTION 19. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the City including but not limited to laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Agreement shall be enforced and interpreted under the laws of the State of California. Corporation shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

SECTION 20. TIME OF EFFECTIVENESS

Unless otherwise provided, this Agreement shall take effect when all of the following events have occurred:

- A. This Agreement has been signed on behalf of the Corporation by the person or persons authorized to bind the Corporation hereto;

- B. This Agreement has been approved by the City's Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Agreement as to form;
- D. This Agreement has been signed on behalf of the City by the person designated to so sign by the City's Council or by the board, officer or employee authorized to enter into this Agreement.

SECTION 21. INTEGRATED CONTRACT

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous Agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for in Section 22 hereof.

SECTION 22. AMENDMENT

All amendments hereto shall be in writing and signed by the persons authorized to bind the parties thereto.

SECTION 23. EXCUSABLE DELAYS

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires, floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

SECTION 24. WAIVER

A waiver of a default of any part, term or provision of this Agreement shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

SECTION 25. INDEPENDENT CONTRACTOR

The Corporation is acting hereunder as an independent contractor and not as an agent or employee of the City. The Corporation shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City.

SECTION 26. PERMITS

The Corporation and its officers, agents and employees shall obtain and maintain all licenses, permits, certifications and other documents necessary for the Corporation's performance hereunder and shall pay any fees required therefor. Corporation certifies to immediately notify the City of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

SECTION 27. NONDISCRIMINATION AND AFFIRMATIVE ACTION

The Corporation shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the City. In performing this Agreement, the Corporation shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. The Corporation shall comply with the provisions of the Los Angeles Administrative Code Sections 10.8 through 10.13, to the extent applicable hereto. The Corporation shall also comply with all rules, regulations, and policies of the City's Board of Public Works, Office of Contract Compliance relating to nondiscrimination and affirmative action, including the filing of all forms required by said Office. Any subcontract entered into by the Corporation relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph. Failure of the Corporation to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject the Corporation to the imposition of any and all sanctions allowed by law, including but not limited to termination of the Corporation's Agreement with the City.

SECTION 28. CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED

The Corporation represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the City's Business Tax Ordinance (Article 1, Chapter 2, sections 21.00 and following, of the Los Angeles Municipal Code). For the term covered by this Agreement, the Corporation shall maintain, or obtain as necessary, all such Certificates required of it under said ordinance and shall not allow any such Certificate to be revoked or suspended.

SECTION 29. BONDS

Duplicate copies of all bonds which may be required hereunder shall conform to City requirements established by Charter, ordinance or policy and shall be filed with the Office of the City Attorney for its review in accordance with Los Angeles Administrative Code Sections 11.47 through 11.5.

SECTION 30. INDEMNIFICATION

- 30.1 **INDEMNIFICATION OF CORPORATION BY CITY.** City undertakes and agrees to defend, indemnify, and hold harmless Corporation and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including Corporation's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising from the active negligence or willful misconduct incident to the performance of this Agreement by the City or its subcontractors of any tier. The provisions of this paragraph survive expiration or termination of this Agreement.
- 30.2 **INDEMNIFICATION OF CITY BY CORPORATION.** Corporation undertakes and agrees to defend, indemnify, and hold harmless City and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including Corporation's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner incident to the performance of this Agreement by the Corporation or its subcontractors of any tier. The provisions of this paragraph survive expiration or termination of this Agreement.

SECTION 31. AMERICANS WITH DISABILITIES ACT

Corporation hereby certifies that it will comply with the Americans with Disabilities Act 42, U.S.C. Section 12101 et seq., and its implementing regulations. The Corporation will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. Corporation will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by Corporation, relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

SECTION 32. CONTRACTOR RESPONSIBILITY ORDINANCE

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Agreement is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of the Los Angeles Administrative Code, which requires Corporation to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect Corporation's fitness and ability to continue performing the Agreement. In accordance with the provisions of this Ordinance, by signing this Agreement, Corporation pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this Agreement, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. The Corporation further agrees to: 1) notify the awarding authority within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the Corporation is not in compliance with all applicable federal, state and local laws in performance of this Agreement; 2) notify the awarding authority within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the Corporation has violated the provisions of Section 10.40.3(a) of the Ordinance; 3) ensure that its subcontractor(s), as defined in the Ordinance, submit a Pledge of Compliance to awarding authorities; and 4) ensure that its subcontractor(s), as defined in the Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify Awarding Authorities within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Ordinance in performance of the subcontract.

SECTION 33. SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as may be amended from time to time. Corporation certifies that it has complied with the applicable provisions of this Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.

SECTION 34. WARRANTY AND RESPONSIBILITY OF CORPORATION

Corporation warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within Corporation's profession, doing the same or similar work under the same or similar circumstances.

SECTION 35. SIGNATURE AUTHORITY

The City Clerk of the City of Los Angeles and the Chairman of the Board, President, or Vice President and Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer of Corporation declare that they are authorized to execute this Agreement on behalf of City and Corporation.

SECTION 36. STANDARD PROVISIONS FOR CITY CONTRACTS

Contractor agrees to comply with the Standard Provisions for City Contracts (Rev. 10/03), attached hereto as Appendix A and made a part hereof. In the event of any inconsistency between the provisions in the body of this Agreement and the attachments, the provisions in the body of this Agreement take precedence, followed by the Standard Provisions for City Contracts (Appendix A).

(Signature page follows)



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IN WITNESS WHEREOF, this Agreement is duly executed by THE CITY OF LOS ANGELES and the DOWNTOWN LOS ANGELES PROPERTY OWNERS ASSOCIATION for administration of the Fashion District Business Improvement District on behalf of the parties to this Agreement.

CITY:
CITY OF LOS ANGELES, a municipal corporation acting by and through its City Office of the Clerk

CORPORATION:
DOWNTOWN LOS ANGELES PROPERTY OWNERS ASSOCIATION, a California non-profit corporation

By: [Signature]
KAREN E. KALFAYAN
City Clerk

By: [Signature]
Its: Chairman of the Board

Date: 1/29/2009

Date: January 8, 2009

By: [Signature]
Its: Treasurer

Date: January 14, 2009

APPROVED AS TO FORM:
ROCKARD J. DELGADILLO, City Attorney

ATTESTATION:
KAREN E. KALFAYAN, City Clerk

By: [Signature]
Deputy City Attorney

By: [Signature]
Deputy

Date: 1/27/09

Date: 2-3-09

Council File No. 07-0472

C-115101



**Fashion District Business Improvement District
Management District Plan**

**For
A Property Based
Business Improvement District
Fashion District of
Downtown Los Angeles**

August 2008

**Prepared By
Urban Place Consulting Group, Inc.**

Section 1 Management District Plan Summary

The name of the proposed renewed Property-based Business Improvement District is the Fashion District Business Improvement District (the "District"). The District is being established pursuant to Section 36600 et seq. of the California Streets and Highways Code, The "Property and Business Improvement District Law of 1994 as amended", hereinafter referred to as State Law.

Developed by the Fashion District Business Improvement District Renewal Committee and Board of Directors, the Fashion District Business Improvement District Management Plan is proposed to improve and convey special benefits to properties located within the Fashion District Business Improvement District area. The District will provide new and continued improvements and activities, including maintenance, security, development/communication and special programs to support the District property owners and continue the work begun with the establishment of the first District in 1996. Each of the programs is designed to meet the goals of the District; to improve the appearance and safety of the District, to increase building occupancy and lease rates, to encourage new business development and attract ancillary businesses and services.

The Renewal Committee also determined that it was in the best interest of the majority of parcels within the proposed District to change the historic boundaries of the District to better serve the needs of the retail and wholesale parcels. To this end this proposed District constitutes approximately 2/3rds of the historic boundaries and is made up of parcels which are primarily retail oriented with a minority of wholesale, residential, educational and light manufacturing. Wholesale oriented parcels that remain within this District are located within a benefit zone that is assessed according to the special benefit received by these parcels.

Boundary: See Section 2, Page 6 and map page 9.

Budget: The total District budget for the 2009 year of operation is approximately \$2,674,793 and is composed of the following elements:

Improvements, Activities, Services:

CLEAN and SAFE PROGRAMS	\$1,725,976 65%
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Enhanced Security Programs:

A Fashion District Safe Team Program to deal with crime prevention and inappropriate conduct in the District.

- Day Time Bicycle Patrol
- Night Vehicle Patrol

Enhanced Maintenance Programs

- Sidewalk Sweeping
- Sidewalk Pressure Washing
- Sidewalk Machine Scrubbing
- Graffiti & Handbill Removal
- Trash Removal

IMAGE AND COMMUNICATION PROGRAMS **\$128,739** **5%**

- Image and Marketing materials
- Special Events
- Planning Activities
- Newsletter

SPECIAL PROJECTS **\$102,197** **3%**

Signage/Wayfinding
Public District Improvements
Streetscape Maintenance

ADMINISTRATION **\$187,806** **7%**

CITY FEES, DEPRECIATION, BAD DEBT ALLOWANCE **130,075** **5%**

NORTH ALLEY OVERLAY (1A)

Clean and Safe Programs	\$356,217	
Marketing Programs	\$ 30,000	
Administration	<u>\$ 13,783</u>	
Total North Alley	\$400,000	15%

Method of Financing: A levy of special assessments upon real property that receives special benefits from the improvements and activities. (See Section 4, for assessment methodology)

Benefit Zones: The State Law and State Constitution Article XIIID require that special assessments be levied according to the special benefit each parcel receives from the improvements. In order to match assessment rates to special benefits received, five service levels, or zones, have been created within the Fashion District Business Improvement District. See section 2 for detailed description of Zones.

In addition to the 5 benefit zones, in order to match assessment rates to special benefits received there is an overlay on the Santee Alley designated as Zone 1A (North Alley).

Cost: Annual assessments are based upon an allocation of program costs by Zone and a calculation of assessable footage. Three property assessment variables, street footage, parcel square footage, building square footage,

will be used in the calculation. The assessment variable for the Santee Alley Overlay is front footage on the alley. 2009 year assessments per zone and per assessment variable will not exceed amounts listed in the following chart:

	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 1 A
Street Footage	\$4.7470	\$3.8764	\$2.5795	\$7.6039	\$2.2727	\$1.1527	
Lot Footage	\$0.2299	\$0.1800	\$0.1025	\$0.3449	\$0.0885	\$0.0525	
Building Footage	\$0.0201	\$0.0161	\$0.0357	\$0.0046	\$0.0127	\$0.0351	
Alley Front Footage							\$442.9679

Parcels that are within Zone 1A are also in Zone One and will pay both the Zone One and the Zone 1A assessments.

Cap: Assessment annual increases cannot exceed 4% per year, with the exception of the Santee Alley Overlay. Increases will be determined by the business improvement district Owners' Association Board of Directors and will vary between 0 and 4% in any given year. The maximum increase for the Santee Alley Overlay cannot exceed 8% per year. Santee Alley Overlay increases will be determined by the property owners in zone 1A fronting on Santee Alley.

District Formation: District formation requires submission of favorable petitions from property owners representing more than 50% of total assessments to be paid and the return of mail ballots evidencing a majority of ballots cast in favor of the assessment. Ballots are weighted by each property owner's assessment as proportionate to the total proposed District assessment amount.

Duration: The District will have a 5-year life beginning January 1, 2009 and ending December 31, 2013.

Governance: The Owners' Association will review District budgets and policies annually within the limitations of the Management District Plan. Annual and quarterly reports, financial statements and newsletters will be filed with the City of Los Angeles (City). The Owners' Association will oversee the day-to-day implementation of services as defined in the Management District Plan with the exception of the Santee Alley Overlay.

Santee Alley: The Santee Alley is made up the North Alley. The Alley sets its own budget and annual assessment increase within the framework of the Fashion District Management Plan.

Section 2 Fashion District Business Improvement District Boundaries

Summary – The proposed District is bounded on the West by Main Street, Broadway, Spring Street. On the North by 8th Street, 7th Street, 6th Street and 9th Street. On the East by Maple Ave, San Pedro Street, San Julian, Wall, Santee and Paloma Street. On the South by 16th Street and 18th Street. The Fashion District Business Improvement District includes all property within a boundary formed by:

Starting at the northwest corner of the parcel on the southwest corner of Spring Street and 7th Street go east along 7th Street to Main Street. Turn north on Main Street until the north parcel line of the parcel on the northeast corner of Main Street and 7th Street. Follow the north parcel line of the parcel on the northeast corner of Main Street and 7th Street until it intersects with the west parcel line of property facing on the west side of Los Angeles Street. Turn north along the west parcel line of parcels facing on the west side of Los Angeles Street to 6th Street. At 6th Street turn east along 6th Street until Wall Street. Turn south on Wall Street until intersecting with the north parcel line of parcels facing on the north side of 7th Street. Turn east following the north parcel line of parcels facing on the north side of 7th Street until San Pedro Street. At San Pedro Street turn south along San Pedro Street to 9th Street. At 9th Street turn west along 9th Street until San Julian Street. Turn south along San Julian Street until the alley behind parcels facing on the south side of 9th Street. Turn west along the alley to the intersection with the alley behind parcels facing on the west side of San Julian St. Turn south along the alley until the intersection with Olympic Boulevard. Turn west on Olympic Boulevard until the alley behind parcels facing on the west side of Wall Street. Turn south along the alley until the intersection with 11th Street. Turn west on 11th Street to the intersection with Santee Street. Turn south on Santee Street to the intersection with 12th Street. Turn east on 12th Street to the intersection with San Pedro Street. Turn south along San Pedro Street to the intersection with 14th Street. Turn east on 14th Street until the intersection with the east parcel line of parcel 5132-020-902. Turn south following the east parcel line of parcel 5132-020-902 to the intersection with the south parcel line of parcels facing on the south side of 14th Street. Turn east along the south parcel line until the intersection with the east parcel line of parcel 5132-021-016. Turn north to the intersection with 14th Street. Turn east along 14th Street to Paloma St. At Paloma turn south to 14th Place. At 14th Place turn west to Griffith Ave.

At Griffith Avenue turn south to 18th Street including parcels on west side of Griffith Avenue. At 18th Street turn west to San Pedro Street including parcels on the north side of 18th street. At San Pedro Street continue west along the south parcel line of parcels facing on the south side of the 10 Freeway, including parcels 5127-002-017 and 5127-002-004 to Santee Street. At Santee Street turn north to the intersection with 18th Street, continue west along 18th Street until the intersection of Broadway. Turn north along Broadway to 17th Street. Turn east along 17th Street to the west parcel line of parcels facing on the west side of Main Street. Turn north along the west parcel line of parcels facing on the west side of Main Street, excluding parcel 5139-026-011, until 11th Street. At 11th Street turn west to the alley behind parcels facing on the west side of Broadway and then north following the west parcel line of parcels facing on the west

side of Broadway to 9th Street. At 9th Street turn east and then north on Broadway to the north parcel line of parcel 5144-016-066 follow the north parcel line of parcel 5144-016-066 to the west parcel line of parcels facing on the west side of Spring Street, turn north following the west parcel line of parcels facing on the west side of Spring Street until reaching the starting point at the southwest corner of Spring Street and 7th Street.

Zone One

Zone One contains the highest concentration of retail uses in the District, the highest pedestrian counts and the highest demand for clean and safe services. Zone One includes the area surrounding the Santee Alley Overlay Zone 1A and does not include the alley footage in zone 1A. Zone one includes all parcels within a boundary beginning at the corner of Los Angeles Street and 9th Street. Go east on 9th Street to Maple Avenue. Turn south on Maple Avenue to Olympic Boulevard. Turn east along Olympic Boulevard to an intersection with the west parcel line of parcels facing on the west side of Wall Street. Turn south along the west parcel line of parcels facing on the west side of Wall Street to an intersection with 11th Street. Turn west on 11th Street to Santee Street. Turn south on Santee Street to 12th Street. Turn east on 12th Street to the intersection of the east parcel line of parcels facing on the east side of Wall Street. Turn south along the east parcel line of parcels facing on the east side of Wall Street to an intersection with the south parcel line of parcels facing on the south side of Pico Boulevard. Turn west along the south parcel line of parcels facing on the south side of Pico Boulevard to an intersection with the west parcel line of parcels facing on the west side of Santee Street. Turn north along the west parcel line of parcels facing on the west side of Santee Street to the south parcel line of parcels facing on the south side of Olympic Boulevard. Turn west along the south parcel line of parcels facing on the south side of Olympic Boulevard to Los Angeles Street. Turn north along Los Angeles Street to the starting point at 9th Street.

Zone Two

Zone Two is a mix of retail, wholesale and residential uses. This zone has the second highest demand for clean and safe services. Zone Two includes all of the parcels, except those within Zones 1, 4, 5 and 6, which are within a boundary formed on the west by the west boundary of the District. On the north by the north boundary of the District. On the east by the east boundary of the District to its intersection with Olympic Boulevard. At Olympic Boulevard the boundary of zone 2 turns west to Maple Street and follows the boundary of zone 1 north, west, south and east to the intersection with the east parcel line of parcels facing on the east side of Maple Street. Turn south along the east parcel line of parcels facing on the east side of Maple Street to 15th St. Turn west on 15th Street to Santee Street. Turn south on Santee Street to 16th Street. At 16th Street turn west to the intersection with the west District boundary.

Zone Three

Zone Three is predominately fashion wholesale and light manufacturing with some retail. This zone has the third highest demand for clean and safe services. Zone Three includes all parcels with a boundary made up of the following:
Beginning at the intersection of 12th Street and the west parcel line of parcels facing on the west side of San Julian Street the boundary turns east and follows the District boundary east, south, west and back north to the intersection with the south boundary

of zone 2, it then turns east following the boundary of zone 2 and zone 1 to the starting point.

Zone Four

California Market Center. All parcels within a boundary created by 9th Street on the north. Los Angeles Street on the east. Olympic Boulevard and the on the south and Main Street on the west. All District services delivered to this zone are dictated by the unique needs of the California Market Center.

Zone Five

Flower Market. All parcels within a boundary created by 7th Street on the north, Maple Avenue on the west, 8th Street on the south and San Julian Street on the east. All District services delivered to this zone are dictated by the unique needs of the Flower Market.

Zone Six

Freeway Properties. All parcels within the District boundaries which lie under the 10 Freeway and are on Cal Trans right of way. The following parcels make up zone 6. 8940-382-281, 8940-382-397, 8940-382-181, 8940-382-338, 8940-382-475, 8940-382-572, 8940-382-599, CT-001, CT-002, CT-003, CT-004, CT-005.

Zone 1a...Santee Alley North

Includes all parcels having front footage on Santee Alley between Olympic to the north and 11th St. to the south.

District Boundary Rationale

The property uses within the general boundaries of the Fashion District Business Improvement District are a mix of primarily retail fashion, with some fashion wholesale, manufacturing, education, religious, parking and residential. Services and improvements provided by the District are designed to provide special benefits to the primarily retail, wholesale, manufacturing, education, religious, parking and residential properties. All of the services provided such as the security work provided by the Safe Team and the maintenance work provided by the Clean Team are services that are over and above the City's baseline of services and are not provided by the City. These services are not provided outside of the District and because of the unique nature of these services focusing on the particular needs of each property within the District provide particular and distinct benefits to each of the parcels within the District. Each property within the District receives special benefits and is assessed regardless of property use.

In order to ensure that parcels outside of the District will not specially benefit from the improvements and services funded with the assessment, improvements and services will only be provided within the boundaries of the District. Specifically, security patrols, maintenance / sanitation personnel, and similar service providers employed in connection with the District will only patrol and provide services on the streets and

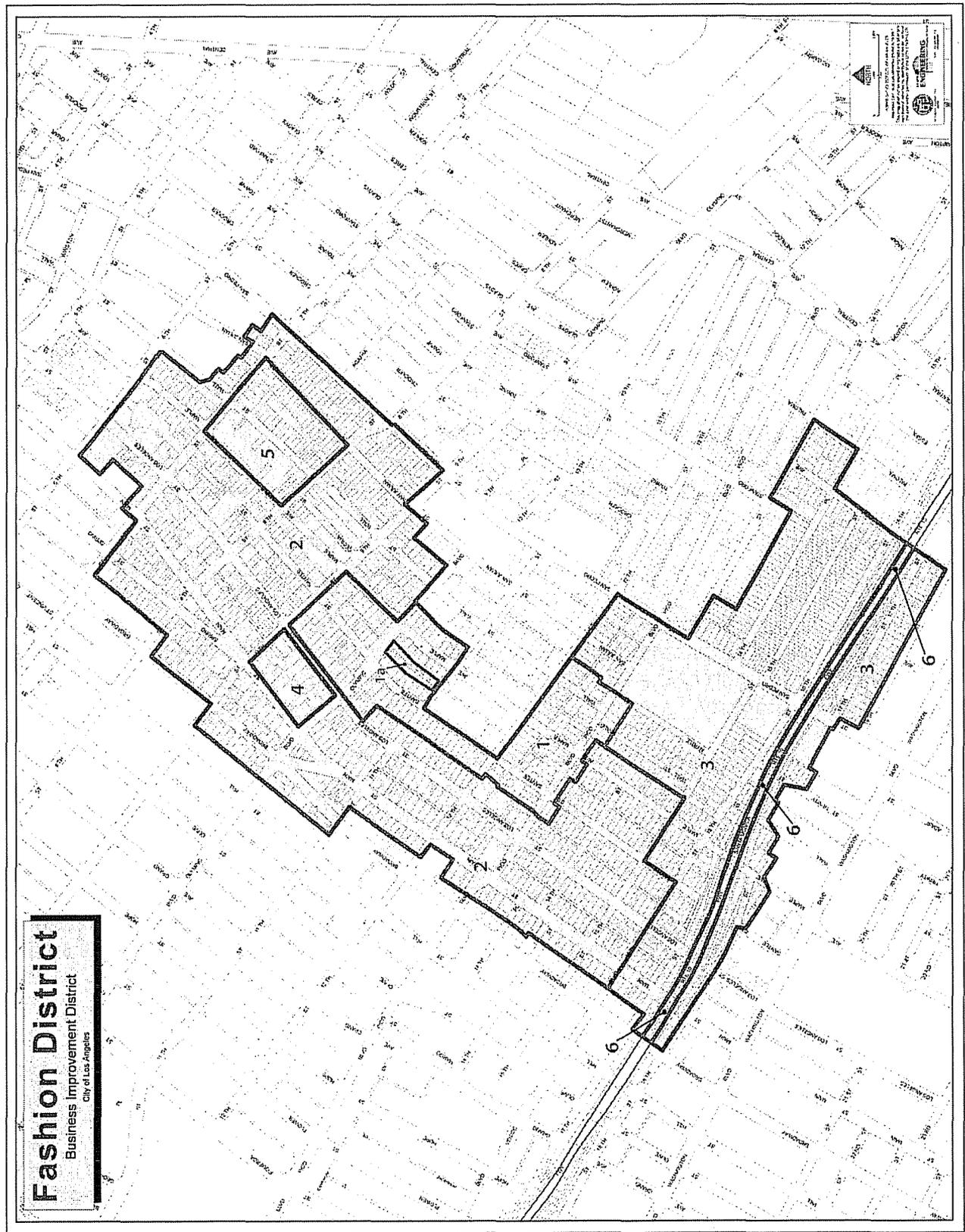
sidewalks within the District, and will not provide services outside of District boundaries. Nor will District promotional efforts promote activities outside of District boundaries.

Northern Boundary: The northern boundary of the Fashion District Business Improvement District in part abuts the boundary of the Historic Downtown Business Improvement District, the Toy District Business Improvement District and the Downtown Industrial Business Improvement District. These districts provide improvements and activities similar to the services provided by the Fashion District Business Improvement District. The only part of the northern boundary that does not abut another BID is a two block section from Wall Street to San Pedro. None of the properties north of this two block section of boundary are Fashion related. In order to ensure that parcels outside of the District will not specially benefit from the unique improvements and services funded with the assessment, improvements and services will only be provided within the boundaries of the District.

Eastern Boundary: The eastern boundary of the Fashion District Business Improvement District abuts in part the western boundary of the Downtown Industrial District which provides improvements and activities similar to those proposed to be provided by the Fashion District Business Improvement District. The remainder of the eastern boundary was chosen based upon the type of Fashion use. Properties within the District boundary provide primarily retail fashion uses and have a higher concentration of retail fashion uses than those properties outside of the District boundary and require services that are designed to provide unique benefit to the high concentration of retail fashion uses. Properties east of the District boundary provide primarily wholesale non-fashion uses and will not benefit from the clean, safe and communication services provided by the district. In order to ensure that parcels outside of the District will not specially benefit from the unique improvements and services funded with the assessment, improvements and services will only be provided within the boundaries of the District. Specifically, security patrols, maintenance personnel, and similar service providers employed in connection with the District will only patrol and provide services on the streets and sidewalks within the District, and will not provide services outside of District boundaries.

Southern Boundary: The southern boundary of the Fashion District Business Improvement District is approximately the same as it has been for the last 10 years and was established by the 10 Freeway and the freeway on and off ramps. The District includes some parcels south of the 10 Freeway in order to provide service to the freeway entry and exit points of the District. There are only a few scattered Fashion District uses south of this boundary and they will not benefit from the clean, safe and communication services provided by the district. In order to ensure that parcels outside of the District will not specially benefit from the unique improvements and services funded with the assessment, improvements and services will only be provided within the boundaries of the District. Specifically, security patrols, maintenance personnel, and similar service providers employed in connection with the District will only patrol and provide services on the streets and sidewalks within the District, and will not provide services outside of District boundaries.

Western Boundary: The western boundary of the Fashion District Business Improvement District abuts the Downtown Center Business Improvement District and the Historic Downtown Business Improvement District. These districts provide improvements and activities similar to the services provided by the Fashion District Business Improvement District. Properties west of the western boundary from the 10 Freeway to 11th Street are for the most part not Fashion related uses. This section of the boundary also abuts a proposed expansion of the South Park Business Improvement District which provides improvements and activities similar to the services provided by the Fashion District Business Improvement District. In order to ensure that parcels outside of the District will not specially benefit from the unique improvements and services funded with the assessment, improvements and services will only be provided within the boundaries of the District. Specifically, security patrols, maintenance personnel, and similar service providers employed in connection with the District will only patrol and provide services on the streets and sidewalks within the District, and will not provide services outside of District boundaries.



Section 3 District Improvement and Activity Plan

Process to Establish the Improvement and Activity Plan

Through a series of property owner meetings the Fashion District Business Improvement District Steering Committee collectively determined the priority for improvements and activities to be delivered by the business improvement district. The primary needs as determined by the property owners were: safety/security, maintenance, and communication. All of the services provided such as the security work provided by the Safe Team and the maintenance work provided by the Clean Team are services that are over and above the City's baseline of services and are not provided by the City. These services are not provided outside of the District and because of their unique nature focusing on the particular needs of each property within the District provide particular and distinct benefits to each of the parcels within the District.

All of the improvements and activities detailed below are provided only to properties defined as being within the boundaries of the District and provide benefits which are particular and distinct to each of the properties within the proposed District. No improvement or activities are provided to properties outside the District boundaries. All assessments outlined in this Management District Plan go only for services directly benefiting each of the property owners in this specialized zone. Inasmuch as all services will be provided to the properties defined as being within the District boundaries and no services will be provided outside the District boundaries and each of the services: clean, safe, communication, special projects, administration are unique to the District and to each of the Districts properties all benefits provided are particular and distinct to each property.

All benefits derived from the assessments outlined in the Management District Plan are for services directly benefiting the property and business owners within this area and support increased commerce, business attraction and retention, increased property rental income and enhanced overall safety and image within this commercial core. All services, projects, promotions, security, maintenance and professional/administration services are provided solely to properties within the district to enhance the image and viability of properties and businesses within the Fashion District Business Improvement District boundaries and are designed only for the direct special benefit of the assessed commercially zoned properties in the District. No services will be provided to non-assessed parcels outside the District boundaries. (For a further definition of special benefits see Engineer's Report page 9 "Special Benefit")

The total improvement and activity plan budget for 2009, which is funded entirely by property assessments, is projected at \$2,674,793. The costs of providing each of the budget components was developed from actual experience obtained in providing these same services for the last 12 years. Actual service hours and frequency may vary in order to match varying District needs over the 5 year life of the District. A detailed operation deployment for 2009 is available from the property owners association. The budget is made up of the following components.

SAFE AND CLEAN PROGRAMS

\$1,725,976

Fashion District Safe Team Program.

The Fashion District Business Improvement District Safety Program will provide security services for the property owners located within the District in the form of patrolling bicycle personnel, nighttime vehicle personnel and walking patrols. The purpose of the Safe Team Program is to prevent, deter and report illegal activities taking place on the streets, sidewalks, storefronts, parking lots and alleys. The presence of the Safe Team Program is intended to deter such illegal activities as public urination, indecent exposure, trespassing, drinking in public, prostitution, illegal panhandling, illegal vending, and illegal dumping. The Program will supplement, not replace, other ongoing police, security and patrol efforts within the District. The Safe Team Program will maintain communication with the Los Angeles Police Department (LAPD) area patrols and intends to report illegal activities to the LAPD. The Safe Team Program will only provide its services within the District boundaries. The benefit to property owners from these services is increased commercial activity which directly relates to increases in lease rates and customer usage.

Bicycle Patrol

The Bike Patrol deters aggressive panhandling and other unsuitable street behavior that affects property owners within the District. Their presence is a deterrent to theft and burglary from motor vehicles; however the service does not completely prevent these crimes. They also deter and report illegal street vending, illegal dumping and street code violations. They handle a myriad of quality of life problems including: drinking in public, urinating in public, indecent exposure, trespassing, prostitution observations, scavenging and shopping cart confiscation. They perform goodwill gestures such as helping lost persons and conducting tours. Bike Patrols also assist with traffic control in the event of accidents, fires or unusual occurrences. The safe team will only provide service to businesses and property within District boundaries in order to support property owners within the District and attract increased customer usage.

Night Time Vehicle Patrol

The Night Patrol drives along street frontages to observe property within the District boundaries. The night patrol works to prevent inappropriate behavior from taking place on the streets, sidewalks, storefronts, parking lots and alleys. They work to prevent graffiti. The Patrol works to prevent illegal dumping, burglary, vandalism and other crimes against property. They maintain communication with LAPD area patrols. They respond to calls for assistance from tenants and property owners. The vehicle patrol will only provide service to street frontages within District boundaries in order to support existing businesses and enhance commerce.

Fashion District Clean Team

In order to consistently deal with maintenance issues, the Maintenance Program which began in 1996 will be continued and expanded. In order to effectively deal with the many maintenance issues, in the District, a multi-dimensional approach has been developed consisting of the following elements. The clean team will only provide service to properties within District boundaries. The benefit to property owners from these services is increased commercial activity which directly relates to increases in lease rates and customer usage.

Sidewalk Maintenance: Uniformed, radio equipped personnel sweep litter, debris and refuse from sidewalks and gutters of the District.

Trash Collection: Collector truck personnel collect trash from sidewalk trash receptacles.

Alley Maintenance: The clean team and safe team each have responsibility in this area. Safety personnel encourage and report property and business owners' compliance of City code issues relating to cleanliness of sidewalks, alleys and illegal dumping. The clean team clears the alley of debris when a responsible party cannot be found for illegal dumping or other violations.

Graffiti Removal: Painters remove graffiti by painting, using solvent and pressure washing. The District maintains a zero tolerance graffiti policy. An effort is made to remove all tags within 24 hours weekdays.

Weed Abatement: Weeds are removed as they become unsightly or by special request.

Tree Trimming: Trees are trimmed on a schedule determined by District personnel.

Paper Sign and Handbill Removal: Paper signs and handbills that are scotch taped or glued on public property, utility boxes, poles and telephones are removed by hand or when necessary by high-pressure hose.

Special Collections: District trucks are often called to assist LAPD to dispose of illegal food vendors' inventory. They are also dispatched to collect stolen shopping carts and large bulky items illegally dumped in the District.

Maintenance Problems Requiring Third Party Intervention: Problems are monitored that create blighted or unsafe conditions within the District, but are not within the authority/jurisdiction of the BID to repair or correct. Requests are made to the responsible party/agency for the repair within the District boundaries. Types of problems include blocked or damaged sewers or drains, damaged sidewalks/streets/alleys, non-operating streetlights, damaged or missing street signs, etc.

IMAGE AND COMMUNICATION PROGRAMS**\$128,739**

It is important to not only provide the services needed in the District, but to tell the story of improvement in the District. The benefit to property owners from these services is increased commercial activity which directly relates to increases in lease rates and enhanced commerce. Some of the communication/image programs currently in place or being considered are:

- Image and Communication programs
- Quarterly Newsletter
- Fashion District Business Improvement District Web Site
- Holiday Campaign
- Buyer Attraction Program
- Public and Media Relations
- Development of Fashion District Business Improvement District Image Pieces
- Banner Programs
- Market Research

SPECIAL PROJECTS**\$102,197**

The Special Projects budget is reserved for opportunities and additional projects that present themselves during the life of the District. All special projects are designed to enhance the assets and the image of the District. Special project funds will only be used to specially benefit parcels within the District. The benefit to property owners from these services is increased commercial activity which directly relates to increases in lease rates and enhanced commerce.

ADMINISTRATION**\$187,806**

The Fashion District Business Improvement District improvements and activities are managed by a professional staff that requires centralized administrative support. Management staff oversees the District's services which are delivered 16 hours a day, seven days a week. Management staff actively works on behalf of the District property owners to insure that City and County services and policies support the District. The benefit to property owners from these services is increased commercial activity which directly relates to increases in lease rates and enhanced commerce.

CITY FEES, DEPRECIATION, BAD DEBT ALLOWANCE **\$130,075**

Costs to renew the District, conduct a yearly financial review as well as City fees, uncollectible assessments and depreciation are included this budget item.

SANTEE ALLEY OVERLAY**\$400,000**

In addition to the clean, safe and communication services provided to the district as a whole the Santee Alley property owners defined as Zone 1A are provided additional clean, safe and communication services paid through an additional assessment in that zone. The budget for Zone 1a is \$400,000. Parcels that are within Zone 1A are also in Zone One and will pay both the Zone One and the Zone 1A assessments.

FIVE YEAR OPERATING BUDGET

A projected five-year operating budget for the Fashion District Business Improvement District is provided below. The projections are based upon the following assumptions.

Assessments will be subject to annual increases not to exceed 4% per year with the exception of the Santee Alley Overlay Zone. Increases will be determined by the District Owners Association and will vary between 0 and 4% in any given year. The maximum increase for the Santee Alley Overlay Zone assessments can not exceed 8% per year. Santee Alley Overlay increases will be determined separately by the property owners in Zone 1A. The projections below illustrate a maximum 4% annual increase for all budget items except the Santee Alley Zone which is 8%.

Revenues for specific programs may be reallocated from, year-to-year, among District activities within a 10% range. Budget reallocations above 10% must be approved by the City. However, the overall budget shall remain consistent with this Management District Plan.

Five Year Budget Projections* **

Item	2009	2010	2011	2012	2013
Clean & Safe	\$1,725,976	1,795,015	1,866,816	1,941,488	2,019,148
Communication	\$128,739	133,889	139,244	144,814	150,606
Special Projects	\$102,197	106,285	110,536	114,958	119,556
Administration	\$187,806	195,318	203,131	211,256	219,706
City Fee, Dep	\$130,075	135,278	140,689	146,316	152,169
Santee Alley	\$400,000	432,000	466,560	503,885	544,196
Total Budget	\$2,674,793	2,797,785	2,926,976	3,062,717	3,205,381

***Assumes 4% yearly increase on all budget items except Santee Alley Overlay Zone 1A which assumes 8%**

Note: Any accrued interest or delinquent payments will be expended in the above categories.

****Plus any rollover funds as defined in 2008 District Rollover paragraph below.**

Zone 1A	2009	2010	2011	2012	2013
Clean & Safe	\$356,217	\$384,714	\$415,492	\$448,731	\$484,629
Marketing	\$ 30,000	\$ 32,400	\$ 34,992	\$ 37,791	\$ 40,815
Administration	\$ 13,783	\$ 14,886	\$ 16,076	\$ 17,363	\$ 18,752
Total Budget	\$400,000	\$432,000	\$466,560	\$503,885	\$544,196

Parcels that are within Zone 1A are also in Zone One and will pay both the Zone One and the Zone 1A assessments.

2008 District Rollover

Any unexpended funds at the end of the current Fashion District Business Improvement District will be rolled over to the new Fashion District Business Improvement District and will be added to each budget line item based on the percentage of each budget line

item. Parcels that were not in the 2008 Fashion District BID, but are in the 2009 Fashion District BID will not receive any services paid for by rolled over funds.

Parcels that are in the 2008 Fashion District BID, but are not in the 2009 Fashion District BID will receive a refund of any unexpended funds that remain after paying all expenses of the 2008 Fashion District BID. The percentage of this refund of assessment will be calculated based on the 2008 assessment methodology. Only parcels that were in the 2008 BID area and paid their assessment and are not in the 2009 BID area are eligible for the assessment refund. The assessment refund amount for each parcel, if any, will be paid after completion of an outside audit of the financial records for the 2008 fiscal year and determination if any unexpended funds remain.

Step 1 2008 Parcel Assessment-divided by-Total District Assessment=Rollover percent

\$20,000 Parcel Assessment \$3,034,846 Total Budget = 0.65% refund

Step 2 Total rollover-multiplied by-parcel percent = \$refund

\$200,000 X .63% = \$1300

Santee Alley Overlay Zones are not included in the 2008 District Rollover

Section 4 Assessment Methodology

In order to ascertain the correct assessment methodology to equitably apply benefits to each parcel for property related services as proposed to be provided by the Fashion District Business Improvement District benefit may be measured by linear feet of street frontage, square feet of parcel size or square feet of building size. Special circumstances such as a parcel's zone location within the District area and need and/or frequency for services are carefully reviewed relative to the specific and distinct type of programs and improvements to be provided by the District in order to determine the appropriate levels of assessment or percentage values to be assigned to each type of assessment variable. (For a definition of special benefits see Engineer's Report page 9 "Special Benefit")

The methodology to levy assessments upon real property that benefit from the improvements and activities of the Fashion District Business Improvement District are Street Front Footage, Parcel Square Footage and Building Square Footage as the three assessment variables. Lot square footage is relevant to the highest and best use of a property and will reflect the long term value implications of the improvement district. Building square footage is relevant to the interim use of a property and is utilized to measure short and mid-term value impacts. Street front footage is relevant to the need for services along streets, sidewalks and building fronts.

The least emphasis is placed on gross building square footage due to the short term benefits for interim uses and the dilution of direct benefit to uses above the ground floor. Twelve percent of each zones budget is assessed against gross building square footage. More emphasis is placed on a property's front footage because the benefit of ground floor security, maintenance and marketing is realized by those properties with frontage on the street. Eighteen percent of each zones budget is assessed against front footage. The most emphasis is placed on gross lot square footage due to the more substantial long term value impacts on highest and best use and due to the nature of proposed district services providing more direct benefit to ground floor property and land. Seventy percent of each zones budget is assessed against gross lot square footage.

Street Frontage Defined. Properties are assessed for all street frontages. Properties with more than one street frontage such as corner lots or whole block parcels are assessed for the sum of all the parcels' street frontage. Linear frontage footage was obtained from the County Assessor's parcel maps.

Building Square Footage Defined. Building square footage is defined as gross building square footage as determined by the outside measurements of a building.

Lot Square Footage Defined. Lot square footage is defined as the total amount of area within the borders of the parcel. The borders of a parcel are defined on the County Assessor parcel maps.

Santee Alley Assessment. Properties with frontage on Santee Alley will be assessed an

additional assessment on a per front foot basis for all footage fronting on Santee Alley. This assessment is over and above all other assessments for front foot, land and building as defined above. Parcels that are within Zone 1A are also in Zone One and will pay both the Zone One and the Zone 1A assessments.

Service Cost Allocations

Because of the difference in types of use and need for varying levels of service within the District to attain the same level of safety and cleanliness, six benefit zones and one alley overlay with differing assessment rates have been established. The levels of appropriate service delivery within each zone were determined by analyzing historical data on the amount of clean and safe services delivered to each zone, current service delivery needs and projecting future needs over the term of the District in order to produce a common level of safety and cleanliness for each parcel throughout the District. Each zones assessment rate was calculated by determining the expense for the services provided in that area and then spreading the expenses over the total assessable Footage for that Zone or Overlay.

Zone One contains the highest concentration of retail uses in the District, the highest pedestrian counts and the highest historical demand for clean and safe services. Zone Two is a mix of retail, wholesale and residential uses. Zone two has the second highest historical demand for clean and safe services. Zone Three is predominately fashion wholesale and light manufacturing with some retail. Zone Three has the third highest historical demand for clean and safe services. Zones 4 and 5 are each unique, mostly wholesale markets. All District services delivered to zones 4 and 5 are dictated by the unique demand for services of the those zones . Zone Six is completely comprised of property with limited access located under the 10 Freeway with fashion wholesale and light manufacturing uses.

The amount of assessment for each parcel can be computed by proportionally allocating program costs amongst all parcels within the District area. The method and basis of spreading program costs varies between zones based on frequency of service, types of programs and activities proposed and the size of the zone. This results in different assessment rates for each of the six zones in the District.

Calculation of Assessments

The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of an improvement or the maintenance and operation expenses of an improvement or for the cost of the property service being provided. Due to the proportionate special benefits received by these parcels from the District services, these parcels will be assessed a rate which is proportionate to the amount of special benefits received. Only special benefits are assessable and these benefits must be separated from any general benefits.

The preceding methodology is applied to a database that has been constructed by the Fashion District Business Improvement District Property Owners and its consultant team. The process for compiling the property database includes the following steps:

- Property data was first obtained from the County of Los Angeles Assessor's Office.
- A database was submitted to the City Clerk's office for verification.
- A list of properties to be included within the District is provided in Section 7.

Total Assessable Footage Per Zone

	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 1a
Street Footage	12,627	57,363	27,735	1,780	4,254	8,387	0
Lot Sq Ft	1,073,452	5,086,657	2,874,878	161,608	449,798	758,663	0
Building Sq Ft	2,282,495	10,591,098	1,531,598	2,266,658	581,914	210,409	0
Alley Front Footage							903

Based upon the methodology as set forth above, first year assessments are established as follows.

Assessments Per Foot For Each Zone

	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 1a
Street Footage	\$4.7470	\$3.8764	\$2.5795	\$7.6039	\$2.2727	\$1.1527	0
Lot Square Ft	\$0.2299	\$0.1800	\$0.1025	\$0.3449	\$0.0885	\$0.0525	0
Building Sq Ft	\$0.0201	\$0.0161	\$0.0357	\$0.0046	\$0.0127	\$0.0351	0
Alley Front Footage							\$442.9679

Parcels that are within Zone 1A are also in Zone One and will pay both the Zone One and the Zone 1A assessments.

Calculation Formula:

Total Street Footage X Appropriate Zone Rate = Parcel Street Footage Assessment

Lot Square Footage X Appropriate Zone Rate = Parcel Lot Footage Assessment

Building Square Foot X Appropriate Zone Rate = Parcel Building Footage Assessment

The total of street footage assessments plus lot footage assessment plus building footage assessment for each parcel constitutes the total assessment for that parcel.

Zone 1a is assessed an additional front foot assessment for the front foot on Santee Alley. For Zone 1a parcels the total parcel assessment is the total of front foot assessment not on the Santee Alley plus lot assessment plus building assessment plus Santee Alley front foot assessment.

Maximum Annual Assessment Adjustments

Assessments will be subject to annual increases not to exceed 4% per year with the exception of the Santee Alley Overlay Zone. Increases will be determined by the District Owners Association and will vary between 0 and 4% in any given year. The maximum increase for the Santee Alley Overlay Zone assessment can not exceed 8% per year. Santee Alley Overlay Zone increases will be determined by the property owners in zone 1A. The projections below illustrate a maximum 4% annual increase for all budget items except each of the Santee Alley zones which are 8%.

Maximum Assessment Table

Zone 1	2009	2010	2011	2012	2013
Street Footage	\$ 4.7400	\$4.9296	\$5.1268	\$5.3319	\$5.5451
Lot Footage	\$ 0.2299	\$ 0.2391	\$ 0.2487	\$ 0.2586	\$ 0.2690
Building Footage	\$ 0.0201	\$ 0.0209	\$ 0.0217	\$ 0.0226	\$ 0.0235
Zone 2	2009	2010	2011	2012	2013
Street Footage	\$ 3.8764	\$ 4.0315	\$ 4.1927	\$ 4.3604	\$ 4.5348
Lot Footage	\$ 0.1800	\$ 0.1872	\$ 0.1947	\$ 0.2025	\$ 0.2106
Building Footage	\$ 0.0161	\$ 0.0167	\$ 0.0174	\$ 0.0181	\$ 0.0188
Zone 3	2009	2010	2011	2012	2013
Street Footage	\$ 2.5795	\$ 2.6827	\$ 2.7900	\$ 2.9016	\$ 3.0177
Lot Footage	\$ 0.1025	\$ 0.1066	\$ 0.1109	\$ 0.1153	\$ 0.1199
Building Footage	\$ 0.0357	\$ 0.0371	\$ 0.0386	\$ 0.0402	\$ 0.0418
Zone 4	2009	2010	2011	2012	2013
Street Footage	\$ 7.6039	\$ 7.9081	\$ 8.2244	\$ 8.5534	\$ 8.8955
Lot Footage	\$ 0.3449	\$ 0.3587	\$ 0.3730	\$ 0.3880	\$ 0.4035
Building Footage	\$ 0.0046	\$ 0.0048	\$ 0.0050	\$ 0.0052	\$ 0.0054
Zone 5	2009	2010	2011	2012	2013
Street Footage	\$ 2.2727	\$ 2.3636	\$ 2.4582	\$ 2.5565	\$ 2.6587
Lot Footage	\$ 0.0885	\$ 0.0920	\$ 0.0957	\$ 0.0996	\$ 0.1035
Building Footage	\$ 0.0127	\$ 0.0132	\$ 0.0137	\$ 0.0143	\$ 0.0149
Zone 1	2009	2010	2011	2012	2013
Street Footage	\$ 1.1527	\$ 1.1988	\$ 1.2468	\$ 1.2966	\$ 1.3485
Lot Footage	\$ 0.0525	\$ 0.0546	\$ 0.0568	\$ 0.0591	\$ 0.0614
Building Footage	\$ 0.0351	\$ 0.0365	\$ 0.0380	\$ 0.0395	\$ 0.0411
Zone 1A	2009	2010	2011	2012	2013
Alley Footage	\$442.9679	\$ 478.41	\$ 516.68	\$ 558.01	\$ 602.65

Santee Alley Assessment Zone 1a

The zone may elect to act as a subcontractor to the Fashion District Business Improvement District and provide the clean, safe and communication services as budgeted by the Santee Alley assessment. If Zone 1A shall elect to act as a subcontractor, it shall comply with all of the conditions of the contract between the City of Los Angeles and the Downtown Property Owners Association.

Budget Adjustments

Any annual budget surplus or deficit will be rolled into the following year's District budget. The budget will be set accordingly, within the constraints of the management plan to adjust for surpluses or deficits that are carried forward.

Future Development

As a result of continued development, the District may experience the addition or subtraction of assessable commercial footage for parcels included and assessed within the District boundaries. The modification of parcel improvements assessed within the District may then change upwards or downwards the amount of total footage assessment for these parcels. In future years, the assessments for the special benefits bestowed upon the included BID parcels may change in accordance with the assessment methodology formula listed in the Management District Plan and Engineer's Report provided the assessment rate does not change. If the assessment formula changes, then a Proposition 218 ballot will be required for approval of the formula changes.

Time and Manner for Collecting Assessments

As provided by State law, the District assessment will appear as a separate line item on annual property tax bills prepared by the County of Los Angeles. The Los Angeles City Clerk's office will direct bill any property owners whose special assessment does not appear on the tax rolls.

The assessments shall be collected at the same time and in the same manner as for the ad valorem property tax paid to the County of Los Angeles. These assessments shall provide for the same lien priority and penalties for delinquent payment as is provided for the ad valorem property tax.

However, assessments may be billed directly by the City for the first fiscal year of operation and then by the County for all subsequent years. Any delinquent assessments owed for the first year will be added to the property tax roll for the following year. The "property owner" means any person shown as the owner/taxpayer on the last equalized assessment roll or otherwise known to be the owner/taxpayer by the City.

Disestablishment

California State Law Section 36670 provides for the disestablishment of a District. Upon the termination of this District any remaining revenues shall be transferred to the

renewed District, if one is established, pursuant to Streets and Highways Code Section 36660 (b). Unexpended funds will be returned to property owners based upon each parcels percentage contribution to the total year 2013 assessments if the District is not renewed.

Government Assessments

The Fashion District Business Improvement District Management Plan assumes that the City of Los Angeles and other government entities will pay assessments for property owned within the boundaries of the District. Article XIII D of the California Constitution was added in November of 1996 to provide for these payments.

Proposition 218, also known as "The Right to Vote on Taxes Act" states "*Parcels within a district that are owned or used by any agency, the State of California or the United States shall not be exempt from assessment unless the agency can demonstrate a clear and convincing evidence that those publicly owned parcels in fact receive no benefit.*" All parcels in the District are assessed on their street front footage, parcel square footage and building square footage and receive special benefits based upon these footages that increase the aesthetic value for that parcel. It has been proposed that all government agencies pay each agency's "fair share" of assessment.

Assessment of Possessory Interests

The Fashion District Business Improvement District plan provides for the levy of assessments for the purpose of providing improvements and promoting activities that benefit property owners and business owners within the district. These assessments are not taxes for the general benefit of the city, but are assessments for the improvements and activities that confer special benefits upon owners of interest in real property for which the improvement and activities are provided.

The assessments levied are levied on the basis of the estimated benefit to the real property within the property and business improvement district. Owners of possessory interest in real property within the district are owners of real property and benefit from the proposed improvements and activities. Because assessments are levied based on estimated benefit, owners of possessory interest are required to pay their fair share of assessments.

Possessory interest tax is collected by the County of Los Angeles, as per California Revenue and Taxation (R&T) Code Section 61, 107-107.9, 480.6 and Property Tax Rules 20,21-22, and 27-28, only in those instances where an underlying property owner is not paying real property taxes. Likewise, as it relates to owners of possessory interest, the assessment for the proposed district shall be levied on these owners only where no underlying assessment is levied. Therefore, fair share shall be determined on the same basis as the assessment calculation for all other owners. All possessory interest owners shall be assessed based on the total of all assessment variables including front footage, lot square footage and building square footage – an assessment that would be equal to the assessment that would have been levied on the underlying property owner. This assessment represents the benefit from the proposed activities and improvements.

The assessments shall be collected at the same time and in the same manner as for the possessory interest tax paid to the County of Los Angeles. These assessments shall provide for the same lien priority and penalties for delinquent payment as is provided for the possessory interest tax.

The "property owner" of the possessory interest shall be any person shown as the owner of land on the last equalized possessory interest assessment roll or otherwise known to be the owner of land by the city council. The city council has no obligation to obtain other information as to the ownership of the interest, and its determination of ownership shall be final and conclusive for the purposes of this district.

Section 5

District Rules and Regulations

Pursuant to the Property and Business Improvement law of 1994, as amended, a business improvement district may establish rules and regulations that uniquely apply to the District. The District has adopted the following rules:

- **Competitive Procurement Process**

The Owner's Association shall develop a policy for competitive bidding when purchasing substantial amounts of services, products and/or equipment. The policy will aim to maximize service, quality, efficiency and cost effectiveness.

- **Treatment of Residential Housing**

In accordance with Section 36632 (c) of the California Streets and Highways Code, properties zoned solely for residential or agricultural use are conclusively presumed not to receive special benefit from the improvements and service funded through the assessments of the District and are not subject to any assessment pursuant to Section 36632 (c). Therefore, properties zoned solely for residential or agricultural use within the boundaries of the District, if any, will not be assessed. The District does not contain any parcels that are zoned solely for residential or agricultural use.

Bonds

The Owners' Association will not issue bonds to finance any services or improvements in the District.

Section 6

Implementation Timetable

The Fashion District Business Improvement District is expected to be established and begin implementation of the Management District Plan on January 1, 2009. Consistent with State law the Fashion District Business Improvement District will have a five-year life through December 31, 2013.

Attachment A

FINAL

Fashion District Business Improvement District Engineer's Report

**Los Angeles, California
August 2008**

Prepared by:
Kristin Lowell Inc.

*Prepared pursuant to the State of California
Property and Business Improvement District Law of 1994
And Article XIII D of the California Constitution
to create a property-based business improvement district*

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ENGINEER'S STATEMENT

This Report is prepared pursuant to Section 36600 etseq. of the California Streets and Highways Code (the "Property and Business Improvement District Law of 1994" as amended) (here and after "State Law") and pursuant to the provisions of Article XIII D of the California Constitution (Proposition 218).

The Fashion District Property-Based Business Improvement District ("PBID") is designed to improve and benefit properties in the Fashion District area of Los Angeles. Every assessed property within the PBID receives benefit from the enhanced safety and maintenance programs, development/communications programs, special projects and administration/advocacy activities. Only those properties within the PBID shall receive the special benefit of these proposed improvements and activities (Exhibit A).

The duration for the renewal of the PBID is five (5) years and an estimated budget for the PBID improvements and activities is set forth in Exhibit B. Assessments will be subject to an annual increase of up to 4% per year and up to 8% per year for the parcels on Santee Alley, each to be determined by the Owners' Association. Funding for the PBID improvements and activities shall be derived from a property based assessment of each benefited parcel in the PBID. A detailed description of the methodology for determining the benefit assessment for each parcel is set forth in Exhibit C.

This Report includes the following attached Exhibits:

EXHIBIT A: A detailed description of the improvements and activities to be provided

EXHIBIT B: The estimate of the cost of the improvements and activities

EXHIBIT C: A statement of the method by which the undersigned determined the amount proposed to be assessed against each parcel, based on benefits to be derived by each parcel, respectively, from the improvements and activities.

EXHIBIT D: An assessment roll, showing the amount proposed to be specially assessed against each parcel of real property within this assessment district.



Respectfully submitted,

Terrance E. Lowell
Terrance E. Lowell, P.E.

EXHIBIT A: IMPROVEMENTS AND ACTIVITIES

Through a series of property owner meetings the Fashion District Business Improvement District Steering Committee collectively determined the priority for improvements and activities to be delivered by the business improvement district. The Steering Committee also determined that it was in the best interest of the majority of parcels within the proposed District to change the historic boundaries of the District to better serve the needs of the retail and wholesale parcels. To this end this proposed District constitutes approximately 2/3rds of the historic boundaries and is made up of parcels which are primarily retail oriented with a minority of wholesale, residential, educational and light manufacturing. Wholesale oriented parcels that remain within this District are located within a benefit zone that is assessed according to the special benefit received by these parcels.

The primary needs as determined by the property owners were: safety/security, maintenance, and communication. All of the services provided such as the security work provided by the Safe Team and the maintenance work provided by the Clean Team are services that are over and above the City's baseline of services and are not provided by the City. These services are not provided outside of the District and because of their unique nature focusing on the particular needs of each property within the District provide distinct and special benefits to each of the parcels throughout the District. For further discussion of special benefit, please refer to Exhibit C.

The Fashion District Business Improvement District has been providing improvements and activities identical to those detailed in this Exhibit and which make up the budget of the District for 12 years. The cost of providing the improvements and activities defined below was calculated based on 12 years of historic data. For example the amount of labor needed to provide clean and safe services over a specific area at a specific level of service was determined by the experience of providing those same services for the past 12 years. The labor rate per hour was based upon current labor rates for the identical work and then adjusted for known increases in the future years. This same approach of using historical data and updating costs for known future increases was used for each of the improvement and activities to be provided by the District.

SAFE AND CLEAN PROGRAMS

Fashion District Safe Team Program

The Fashion District Business Improvement District Safety Program will provide security services for the properties located within the District and will not be provided to any property outside of the District boundary. The Safety Program will include patrolling bicycle personnel, nighttime vehicle personnel and walking patrols. The purpose of the Safe Team Program is to prevent, deter and report illegal activities taking place on the streets, sidewalks, storefronts, parking lots and alleys. The presence of the Safe Team Program is intended to deter such illegal activities as public urination; indecent exposure, trespassing, drinking in public, prostitution, illegal panhandling, illegal vending, and illegal dumping. The Program will supplement, not replace, other

ongoing police, security and patrol efforts within the District. The Safe Team Program will maintain communication with the Los Angeles Police Department (LAPD) area patrols and intends to report illegal activities to the LAPD. The Safe Team Program will only provide its services within the District boundaries. The benefit to property owners from these services is increased commercial activity which directly relates to increases in lease rates and customer usage.

Bicycle Patrol

The Bike Patrol deters aggressive panhandling and other unsuitable street behavior that affects property owners within the District. Their presence is a deterrent to theft and burglary from motor vehicles; however the service does not completely prevent these crimes. They also deter and report illegal street vending, illegal dumping and street code violations. They handle a myriad of quality of life problems including: drinking in public, urinating in public, indecent exposure, trespassing, prostitution observations, scavenging and shopping cart confiscation. They perform goodwill gestures such as helping lost persons and conducting tours. Bike Patrols also assist with traffic control in the event of accidents, fires or unusual occurrences. The safe team will only provide service to businesses and property within District boundaries in order to support property owners within the District and attract increased customer usage.

Night Time Vehicle Patrol

The Night Patrol drives along street frontages to observe property within the District boundaries. The night patrol works to prevent inappropriate behavior from taking place on the streets, sidewalks, storefronts, parking lots and alleys. They work to prevent graffiti. The Patrol works to prevent illegal dumping, burglary, vandalism and other crimes against property. They maintain communication with LAPD area patrols. They respond to calls for assistance from tenants and property owners. The vehicle patrol will only provide service to street frontages within District boundaries in order to support existing businesses and enhance commerce.

Fashion District Clean Team

In order to consistently deal with maintenance issues, the Maintenance Program which began in 1996 will be continued and expanded for those properties within the District boundary. In order to effectively deal with the many maintenance issues in the District, a multi-dimensional approach has been developed consisting of the following elements. The clean team will only provide service to properties within District boundaries. The benefit to property owners from these services is increased commercial activity which directly relates to increases in lease rates and customer usage.

Sidewalk Maintenance: Uniformed, radio equipped personnel sweep litter, debris and refuse from sidewalks and gutters of the District.

Trash Collection: Collector truck personnel collect trash from sidewalk trash receptacles.

Alley Maintenance: The clean team and safe team each have responsibility in this area. Safety personnel encourage and report property and business owners' compliance of City code issues relating to cleanliness of sidewalks, alleys and illegal dumping. The clean team clears the alley of debris when a responsible party cannot be found for illegal dumping or other violations.

Graffiti Removal: Painters remove graffiti by painting, using solvent and pressure washing. The District maintains a zero tolerance graffiti policy. An effort is made to remove all tags within 24 hours weekdays.

Weed Abatement: Weeds are removed as they become unsightly or by special request.

Tree Trimming: Trees are trimmed on a schedule determined by District personnel.

Paper Sign and Handbill Removal: Paper signs and handbills that are scotch taped or glued on public property, utility boxes, poles and telephones are removed by hand or when necessary by high-pressure hose.

Special Collections: District trucks are often called to assist LAPD to dispose of illegal food vendors' inventory. They are also dispatched to collect stolen shopping carts and large bulky items illegally dumped in the District.

Maintenance Problems Requiring Third Party Intervention: Problems are monitored that create blighted or unsafe conditions within the District, but are not within the authority/jurisdiction of the BID to repair or correct. Requests are made to the responsible party/agency for the repair within the District boundaries. Types of problems include blocked or damaged sewers or drains, damaged sidewalks/streets/alleys, non-operating streetlights, damaged or missing street signs, etc.

IMAGE AND COMMUNICATION PROGRAMS

It is important to not only provide the services needed in the District, but to tell the story of improvement in the District. The benefit to properties within the District boundary is increased commercial activity which directly relates to increases in lease rates and enhanced commerce. Some of the communication/image programs currently in place or being considered are:

- Quarterly Newsletter
- Fashion District Business Improvement District Web Site
- Holiday Campaign
- Buyer Attraction Program
- Public and Media Relations
- Development of Fashion District Business Improvement District Image Pieces
- Banner Programs
- Market Research

SPECIAL PROJECTS

The Special Projects budget is reserved for opportunities and additional projects that present themselves during the life of the District. All special projects are designed to enhance the assets and the image of the District. Special project funds will only be used for projects that specially benefit parcels within the District. The benefit to the properties within the District from these services is increased commercial activity which directly relates to increases in lease rates and enhanced commerce.

ADMINISTRATION

The Fashion District Business Improvement District improvements and activities are managed by a professional staff that requires centralized administrative support.

Management staff oversees the District's services which are delivered 16 hours a day, seven days a week. Management staff actively works on behalf of the District properties to insure that City and County services and policies support the District. The benefit to properties from these services is increased commercial activity which directly relates to increases in lease rates and enhanced commerce.

CITY FEES, DEPRECIATION, BAD DEBT ALLOWANCE

Costs to renew the District, conduct a yearly financial review as well as City fees, uncollectible assessments and depreciation are included this budget item.

SANTEE ALLEY OVERLAY

In addition to the clean, safe and communication services provided to the district as a whole the Santee Alley property owners defined as Zone 1A are provided additional clean, safe and communication services paid through an additional assessment in that zone. The budget for Zone 1a is \$400,000. Parcels that are within Zone 1A are also in Zone One and will pay both the Zone One and the Zone 1A assessments.

EXHIBIT B: ESTIMATE OF COST

Because of the difference in types of use and need for varying levels of service within the District to attain the same level of safety and cleanliness for each parcel, six benefit zones and the North Alley overlay with differing assessment rates have been established. The levels of appropriate service delivery within each zone were determined by analyzing historical data on the amount of clean and safe services delivered to parcels within each zone, current service delivery needs and projecting future needs over the term of the District in order to produce a common level of safety and cleanliness for each parcel throughout the District. Based upon this analysis hours of clean and safe services to be delivered to parcels within each zone were calculated and then multiplied by the projected hourly cost of providing those services to arrive at a cost of services to parcels within each zone.

The Fashion District Business Improvement District has been providing improvements and activities identical to those detailed in this Exhibit and which make up the budget of the District for 12 years. The cost of providing the improvements and activities defined below was calculated based on 12 years of historic data. For example the amount of labor needed to provide clean and safe services over a specific area at a specific level of service was determined by the experience of providing those same services for the past 12 years. The labor rate per hour was based upon current labor rates for the identical work and then adjusted for known increases in the future years. This same approach of using historical data and updating costs for known future increases was used for each of the improvement and activities to be provided by the District.

The following table shows the projected budget for 2009. The budget for Clean & Safe is \$1,725,976 and budget for Image/Administration/Special Projects is \$548,817 for a total budget of **\$2,274,793**. The budget for the North Alley overlay adds an additional \$400,000 to the total budget. The following table segregates the budget into the appropriate zones.

Budget Item	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	North Alley	Total
Clean & Safe	\$267,526	\$992,436	\$319,306	\$60,409	\$43,149	\$43,149		\$1,725,976
Image/ Administration/ Special Projects	\$85,067	\$315,570	\$101,531	\$19,209	\$13,720	\$13,720		\$548,817
Total Budget - Non Alley	\$352,593	\$1,308,006	\$420,837	\$79,618	\$56,870	\$56,870		\$2,274,793
Percent of Non Alley Total	15.5%	57.5%	18.5%	3.5%	2.5%	2.5%	0%	100%
North Alley							\$400,000	\$2,674,793

Budget Notations

1. Assessments will be subject to annual increases not to exceed 4% per year with the exception of the Santee Alley Overlay Zone. Increases will be determined by the District Owners Association and will vary between 0 and 4% in any given year.
2. The maximum increase for the Santee Alley Overlay Zone assessment can not exceed 8% per year. Santee Alley Overlay increases will be determined separately by the property owners.
3. Accrued interest and delayed payment will be expended in the above budgeted categories. A change greater than 10% will require City Council approval.
4. Any unexpended funds at the end of the current Fashion District Business Improvement District will be rolled over to the new Fashion District Business Improvement District and will be added to each budget line item based on the percentage of each budget line item.

EXHIBIT C: METHOD OF APPORTIONMENT

PBID Boundary

The proposed District is bounded on the West by Main Street, Broadway, Spring Street. On the North by 8th Street, 7th Street, 6th Street and 9th Street. On the East by Maple Ave, San Pedro Street, San Julian, Wall, Santee and Paloma Street. On the South by 16th Street and 18th Street. The Fashion District Business Improvement District includes all property within a boundary formed by:

Starting at the northwest corner of the parcel on the southwest corner of Spring Street and 7th Street go east along 7th Street to Main Street. Turn north on Main Street until the north parcel line of the parcel on the northeast corner of Main Street and 7th Street. Follow the north parcel line of the parcel on the northeast corner of Main Street and 7th Street until it intersects with the west parcel line of property facing on the west side of Los Angeles Street. Turn north along the west parcel line of parcels facing on the west side of Los Angeles Street to 6th Street. At 6th Street turn east along 6th Street until Wall Street. Turn south on Wall Street until intersecting with the north parcel line of parcels facing on the north side of 7th Street. Turn east following the north parcel line of parcels facing on the north side of 7th Street until San Pedro Street. At San Pedro Street turn south along San Pedro Street to 9th Street. At 9th Street turn west along 9th Street until San Julian Street. Turn south along San Julian Street until the alley behind parcels facing on the south side of 9th Street. Turn west along the alley to the intersection with the alley behind parcels facing on the west side of San Julian St. Turn south along the alley until the intersection with Olympic Boulevard. Turn west on Olympic Boulevard until the alley behind parcels facing on the west side of Wall Street. Turn south along the alley until the intersection with 11th Street. Turn west on 11th Street to the intersection with Santee Street. Turn south on Santee Street to the intersection with 12th Street. Turn east on 12th Street to the intersection with San Pedro Street. Turn south along San Pedro Street to the intersection with 14th Street. Turn east on 14th Street until the intersection with the east parcel line of parcel 5132-020-902. Turn south following the east parcel line of parcel 5132-020-902 to the intersection with the south parcel line of parcels facing on the south side of 14th Street. Turn east along the south parcel line until the intersection with the east parcel line of parcel 5132-021-016. Turn north to the intersection with 14th Street. Turn east along 14th Street to Paloma St. At Paloma turn south to 14th Place. At 14th Place turn west to Griffith Ave.

At Griffith Avenue turn south to 18th Street including parcels on west side of Griffith Avenue. At 18th Street turn west to San Pedro Street including parcels on the north side of 18th street. At San Pedro Street continue west along the south parcel line of parcels facing on the south side of the 10 Freeway, including parcels 5127-002-017 and 5127-002-004 to Santee Street. At Santee Street turn north to the intersection with 18th Street, continue west along 18th Street until the intersection of Broadway. Turn north along Broadway to 17th Street. Turn east along 17th Street to the west parcel line of parcels facing on the west side of Main Street. Turn north along the west parcel line of parcels facing on the west side of Main Street, excluding parcel 5139-026-011, until 11th Street. At 11th Street turn west to the alley behind parcels facing on the west side of Broadway

and then north following the west parcel line of parcels facing on the west side of Broadway to 9th Street. At 9th Street turn east and then north on Broadway to the north parcel line of parcel 5144-016-066 follow the north parcel line of parcel 5144-016-066 to the west parcel line of parcels facing on the west side of Spring Street, turn north following the west parcel line of parcels facing on the west side of Spring Street until reaching the starting point at the southwest corner of Spring Street and 7th Street.

District Boundary Rationale

The property uses within the general boundaries of the Fashion District Business Improvement District are a mix of primarily retail fashion, with some wholesale, manufacturing, education, religious, parking and residential. Services and improvements provided by the District are designed to provide special benefits to the primarily retail, wholesale, manufacturing, education, religious, parking and residential properties. All of the services provided such as the security work provided by the Safe Team and the maintenance work provided by the Clean Team are services that are over and above the City's baseline of services and are not provided by the City. These services are not provided outside of the District and because of the unique nature of these services focusing on the particular needs of each property within the District provide particular and distinct benefits to each of the parcels within the District. Each property within the District receives special benefits and is assessed regardless of property use.

In order to ensure that parcels outside of the District will not specially benefit from the improvements and services funded with the assessment, improvements and services will only be provided within the boundaries of the District. Specifically, security patrols, maintenance / sanitation personnel, and similar service providers employed in connection with the District will only patrol and provide services on the streets and sidewalks within the District, and will not provide services outside of District boundaries. Nor will District promotional efforts promote activities outside of District boundaries.

Northern Boundary: The northern boundary of the Fashion District Business Improvement District in part abuts the boundary of the Historic Downtown Business Improvement District, the Toy District Business Improvement District and the Downtown Industrial Business Improvement District. These districts provide improvements and activities similar to the services provided by the Fashion District Business Improvement District. The only part of the northern boundary that does not abut another BID is a two block section from Wall Street to San Pedro. None of the properties north of this two block section of boundary are Fashion related. In order to ensure that parcels outside of the District will not specially benefit from the unique improvements and services funded with the assessment, improvements and services will only be provided within the boundaries of the District.

Eastern Boundary: The eastern boundary of the Fashion District Business Improvement District abuts in part the western boundary of the Downtown Industrial District which provides improvements and activities similar to those proposed to be provided by the Fashion District Business Improvement District. The remainder of the eastern boundary was chosen based upon the type of Fashion use. Properties within the District boundary

provide primarily retail fashion uses and have a higher concentration of retail fashion uses than those properties outside of the District boundary and require services that are designed to provide unique benefit to the high concentration of retail fashion uses. Properties east of the District boundary provide primarily wholesale non-fashion uses and will not benefit from the clean, safe and communication services provided by the district and no services will be provided beyond the District boundaries. In order to ensure that parcels outside of the District will not specially benefit from the unique improvements and services funded with the assessment, improvements and services will only be provided within the boundaries of the District. Specifically, security patrols, maintenance personnel, and similar service providers employed in connection with the District will only patrol and provide services on the streets and sidewalks within the District, and will not provide services outside of District boundaries.

Southern Boundary: The southern boundary of the Fashion District Business Improvement District is approximately the same as it has been for the last 10 years and was established by the 10 Freeway and the freeway on and off ramps. The District includes some parcels south of the 10 Freeway in order to provide service to the freeway entry and exit points of the District. There are only a few scattered Fashion District uses south of this boundary and they will not benefit from the clean, safe and communication services provided by the district. In order to ensure that parcels outside of the District will not specially benefit from the unique improvements and services funded with the assessment, improvements and services will only be provided within the boundaries of the District. Specifically, security patrols, maintenance personnel, and similar service providers employed in connection with the District will only patrol and provide services on the streets and sidewalks within the District, and will not provide services outside of District boundaries.

Western Boundary: The western boundary of the Fashion District Business Improvement District abuts the Downtown Center Business Improvement District and the Historic Downtown Business Improvement District. These districts provide improvements and activities similar to the services provided by the Fashion District Business Improvement District. Properties west of the western boundary from the 10 Freeway to 11th Street are for the most part not Fashion related uses. This section of the boundary also abuts a proposed expansion of the South Park Business Improvement District which provides improvements and activities similar to the services provided by the Fashion District Business Improvement District. In order to ensure that parcels outside of the District will not specially benefit from the unique improvements and services funded with the assessment, improvements and services will only be provided within the boundaries of the District. Specifically, security patrols, maintenance personnel, and similar service providers employed in connection with the District will only patrol and provide services on the streets and sidewalks within the District, and will not provide services outside of District boundaries.

Benefit Zones

Zone One

Zone One contains the highest concentration of retail uses in the District, the highest pedestrian counts and the highest demand for clean and safe services. Zone One includes the area surrounding the Santee Alley Overlay Zone 1A and does not include the alley footage in zone 1A. Zone one includes all parcels within a boundary beginning at the corner of Los Angeles Street and 9th Street. Go east on 9th Street to Maple Avenue. Turn south on Maple Avenue to Olympic Boulevard. Turn east along Olympic Boulevard to an intersection with the west parcel line of parcels facing on the west side of Wall Street. Turn south along the west parcel line of parcels facing on the west side of Wall Street to an intersection with 11th Street. Turn west on 11th Street to Santee Street. Turn south on Santee Street to 12th Street. Turn east on 12th Street to the intersection of the east parcel line of parcels facing on the east side of Wall Street. Turn south along the east parcel line of parcels facing on the east side of Wall Street to an intersection with the south parcel line of parcels facing on the south side of Pico Boulevard. Turn west along the south parcel line of parcels facing on the south side of Pico Boulevard to an intersection with the west parcel line of parcels facing on the west side of Santee Street. Turn north along the west parcel line of parcels facing on the west side of Santee Street to the south parcel line of parcels facing on the south side of Olympic Boulevard. Turn west along the south parcel line of parcels facing on the south side of Olympic Boulevard to Los Angeles Street. Turn north along Los Angeles Street to the starting point at 9th Street.

Zone Two

Zone Two is a mix of retail, wholesale and residential uses. This zone has the second highest demand for clean and safe services. Zone Two includes all of the parcels, except those within Zones 1, 4, 5 and 6, which are within a boundary formed on the west by the west boundary of the District. On the north by the north boundary of the District. On the east by the east boundary of the District to its intersection with Olympic Boulevard. At Olympic Boulevard the boundary of zone 2 turns west to Maple Street and follows the boundary of zone 1 north, west, south and east to the intersection with the east parcel line of parcels facing on the east side of Maple Street. Turn south along the east parcel line of parcels facing on the east side of Maple Street to 15th St. Turn west on 15th Street to Santee Street. Turn south on Santee Street to 16th Street.

At 16th Street turn west to the intersection with the west District boundary.

Zone Three

Zone Three is predominately fashion wholesale and fashion light manufacturing with some retail. This zone has the third highest demand for clean and safe services. Zone Three includes all parcels with a boundary made up of the following:

Beginning at the intersection of 12th Street and the west parcel line of parcels facing on the west side of San Julian Street the boundary turns east and follows the District boundary east, south, west and back north to the intersection with the south boundary of zone 2, it then turns east following the boundary of zone 2 and zone 1 to the starting point.

Zone Four

California Market Center. All parcels within a boundary created by 9th Street on the north. Los Angeles Street on the east. Olympic Boulevard on the south and Main Street on the west. All District services delivered to this zone are dictated by the unique needs of the California Market Center.

Zone Five

Flower Market. All parcels within a boundary created by 7th Street on the north, Maple Avenue on the west, 8th Street on the south and San Julian Street on the east. All District services delivered to this zone are dictated by the unique needs of the Flower Market.

Zone Six

Freeway Properties. All parcels within the District boundaries which lie under the 10 Freeway and are on Cal Trans right of way. The following parcels make up zone 6. 8940-382-281, 8940-382-397, 8940-382-181, 8940-382-338, 8940-382-475, 8940-382-572, 8940-382-599, CT-001, CT-002, CT-003, CT-004, CT-005.

Zone 1a...Santee Alley North

Includes all parcels having front footage on Santee Alley between Olympic to the north and 11th St. to the south.

Special Benefit

The Property and Business Improvement District Law of 1994, as amended, and the State Constitution Article XIII D require that assessments be levied according to the special benefit each assessed parcel receives from the improvements and activities.

All of the improvements and activities detailed below are provided only within the boundaries of the District and provide no special benefit to the properties outside the District area. The special benefit must affect the assessed property in a way that is particular and distinct from its effect on other parcels and that real property in general and the public at large do not share. The public at large is defined as all members of the public including those that live, work, and shop within the District and not simply transient visitors.

A General Benefit is defined as a benefit to properties in the District and in the surrounding community or benefit to the public in general resulting from the improvement, activity or service to be provided by the assessment levied. Services and improvements provided by the District are designed to provide special benefits to the primarily retail, wholesale, manufacturing, education, religious, parking and residential properties. All of the services provided such as the security work provided by the Safe Team and the maintenance work provided by the Clean Team are services that are over and above the City's baseline of services and are not provided by the City. These services are not provided outside of the District and because of the unique nature of these services focusing on the particular needs of each parcel within the District provide particular and distinct benefits to each of the parcels within the District. Inasmuch as all services will be provided to the properties within the District boundaries and no services will be provided outside the District boundaries and the services are

unique and particular to each parcel we determined there are no quantifiable general benefits that accrue to the general public. General benefits, if any, are intangible and are not quantifiable.

We determined that the proposed improvements and activities discussed below provide only special benefit to the real property within the district area. Each of the programs is designed to meet the goals of each individual parcel; to increase building occupancy and lease rates, to encourage new business development and attract ancillary businesses and services, and encourage commerce. A basic premise of commercial business is that increased pedestrian traffic increases the economic return to the property. The increase in pedestrian traffic is likely to encourage commerce whether it be on the first visit or in subsequent visits. The enhanced BID services are a special benefit to each parcel because they are intended to increase the pedestrian traffic.

Safe and Clean Programs

This program as described in Exhibit A will provide security and maintenance services above the base level of services provided by the City. The services the security forces and maintenance teams provide are specific to the Fashion District area, thus, each assessed parcel located in the District specially benefits from this enhanced level of security and maintenance services. The security and maintenance services will not be delivered to any parcel outside the BID boundary and are intended to meet the goals of the BID as discussed above. Therefore, it is our opinion that there is no general benefit and that the increased level of security and maintenance provides a special benefit only to the assessed parcels in the BID.

Image and Communication Programs

This program, as described in Exhibit A, is intended to retain and attract new business. In order to accomplish this, the BID proposes a myriad of marketing and public relations programs. This program is designed to specially benefit only those parcels in the District boundaries by encouraging future investment and commerce. Therefore, it is our opinion that the image and communication programs provide a special benefit to all parcels in the District area.

Administration

This program as described in Exhibit A is designed to develop public/private partnerships that will enhance the goals and needs of the BID area all in an effort to increase investment dollars and commerce. The program activities are geared to improve commerce for the individual parcels within the District through the attraction of pedestrians and the retention and attraction of commercial leases for these parcels. The above benefits are to be provided only to assessed parcels within the BID boundaries. Therefore, it is our opinion that there is no general benefit and that the administration program provides a special benefit only to the assessed parcels in the BID.

In addition to the special benefits described above for the four programs the BID offers, there are also less tangible reasons why these services provide only a special benefit to

those properties within the BID.

1. All improvements and activities to be provided through the BID are special services and are above and beyond the general level of service the City currently provides.
2. All improvements and activities to be provided through the BID are designed by the property owners to increase business revenue and provide special benefits that may result in increased rental occupancy rates and annual revenue incomes to the owners of real property within the district.
3. The California State Legislature found that assessments levied for the purpose of providing improvements and promoting activities that benefit real property are not taxes for the general benefit of a city, but are assessments for the improvements and activities which confer special benefits upon the real property for which the improvement and activities are provided. Streets and Highways Code Section 36601 (d).

Assessment Methodology

Determining the proportionate share of special benefit among the parcels of real property, including the government owned parcels, within the proposed assessment district which benefit from the proposed Improvements is the result of a four-step process:

1. Defining the proposed improvements.
2. Identifying how each assessed parcel specially benefits from the proposed improvements and activities.
3. Determining the amount of the special benefit each assessed parcel receives in relation to the other parcels in the district.
4. Apportioning the cost of the proposed improvements and activities to each assessed parcel based on the special benefit received.

The proposed improvements and activities as outlined in Exhibit A will provide a higher level of service than the City provides with City funds to those parcels in the BID area. Therefore, every parcel in the BID benefits from the improvements and activities and will receive enhanced safety and maintenance programs, image and communication, special projects, and administration. The BID programs are designed to deliver service to each parcel within the district.

Assessment Factors

The Fashion District property owners and business owners have emphasized that the assessment formula for the BID must be fair, balanced and have a direct relationship to benefits received. The State enabling legislation, Section 36632(a) of the Streets and Highways Code, also states, "Assessments levied on real property...shall be levied on the basis of the estimated benefit to the real property within the...district."

While all the BID services will only be provided to the benefiting parcels in the district,

the recommended assessment methodology for the Fashion District BID is to spread the cost of the improvements and activities to lot square footage, linear street frontage, and building square footage.

Lot square footage is relevant to the highest and best use of a property and will reflect the long term value implications of the improvement district. Recognizing the lot receives the greatest amount of benefit 70% of the budget is allocated to this category.

Linear Street frontage is relevant to the need for services along streets, sidewalks and building fronts. The longer the linear street frontage the greater the demand for the services, hence, the greater benefit received. The frontage receives the secondary benefit so 18% of the budget is allocated to this category

Building square footage is relevant to the interim use of a property and is utilized to measure short and mid-term value impacts. It also acknowledges the benefits from the services to the buildings, including tenants, residents and employees. The building itself receives the least amount of benefit 12% of the budget is allocated to this category.

Assessment Calculation

As previously discussed in Exhibit B the budget is determined and segregated into the different benefit zones based upon each Zone's demand for service. In order to allocate the cost of each Zone to the parcels within that Zone for the special benefits received we use the assessable square footages shown below.

	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 1a
Street Footage	12,627	57,363	27,735	1,780	4,254	8,387	903
Lot Sq Ft	1,073,452	5,086,657	2,874,878	161,608	449,798	758,663	0
Building Sq Ft	2,282,495	10,591,098	1,531,598	2,266,658	581,914	210,409	0

To calculate the assessment rate for each for each parcel within a particular Zone is to take the budget (Exhibit B) for each Zone and divide it by the appropriate lot square footage, linear street frontage or building square footage. Every parcel within each Zone specially benefits from the improvements and activities outlined for that Zone. Thus the assessment rate for each Zone is commensurate with benefits each parcel receives.

For example, to calculate the assessment rate for Zone 1 is as follows: The lot square footage assessment is the total budget for Zone 1 multiplied by the lot square footage percentage divided by the number of lot square feet in Zone 1. ($\$352,593 \times 70\% / 1,073,452 = \0.2299 per lot square foot).

The linear street frontage assessment is the total budget for Zone 1 multiplied by the linear street frontage percentage divided by the number of linear feet in Zone 1. ($\$352,593 \times 17\% / 12,627 = \4.7470 per linear foot).

The building square footage assessment is the total budget for Zone 1 multiplied by the

building square footage percentage divided by the number of building square feet in Zone 1. ($\$352,593 \times 13\% / 2,282,495 = \0.0201 per building square foot).

The assessment for each Zone is calculated the same as the example above.

The following table shows the assessment rates for each benefit Zone.

	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 1a
Street Footage	\$4.7470	\$3.8764	\$2.5795	\$7.6039	\$2.2727	\$1.1527	\$442.9679
Lot Square Ft	\$0.2299	\$0.1800	\$0.1025	\$0.3449	\$0.0885	\$0.0525	0
Building Sq Ft	\$0.0201	\$0.0161	\$0.0357	\$0.0046	\$0.0127	\$0.0351	0

Assessment Calculation for the North Alley Overlay

The assessment for the North Alley are allocated strictly to the linear street frontage. To calculate the assessment rate per linear foot is to take the budget allocated to the alley and divide it by the number of linear feet for the alley (\$400,000 divided by 903 = \$442.9679 per linear foot).

Government Owned Parcels

The government owned parcels receive the same level of benefits from the BID's programs and activities as privately held properties do. Therefore, they are assessed their proportionate share. The table below shows the parcels and their assessments known at the time of this report.

Maximum Annual Assessment Adjustments

Assessments will be subject to annual increases not to exceed 4% per year with the exception of the Santee Alley Overlay Zone. Increases will be determined by the District Owners Association based upon increased costs of service delivery and will vary between 0 and 4% in any given year. The maximum increase for the Santee Alley Overlay Zone assessment cannot exceed 8% per year. Santee Alley Overlay increases will be determined by the property owners.

2008 District Rollover

Any unexpended funds at the end of the current Fashion District Business Improvement District will be rolled over to the new Fashion District Business Improvement District and will be added to each budget line item based on the percentage of each budget line item. Parcels that were not in the 2008 Fashion District BID, but are in the 2009 Fashion District BID will not receive any services paid for by rolled over funds.

Parcels that are in the 2008 Fashion District BID, but are not in the 2009 Fashion District BID will receive a refund of any unexpended funds that remain after paying all expenses of the 2008 Fashion District BID. The percentage of this refund of assessment will be calculated based on the 2008 assessment methodology. Only parcels that were in the 2008 BID area and paid their assessment and are not in the 2009 BID area are eligible for the assessment refund. The assessment refund amount for each parcel, if any, will be paid after completion of an outside audit of the financial records for the 2008 fiscal year and determination if any unexpended funds remain.

Step 1 2008 Parcel Assessment-divided by-Total District Assessment=Rollover percent

\$20,000 Parcel Assessment/\$3,034,846 Total Budget = 0.65% refund

Step 2 Total rollover-multiplied by-parcel percent = \$rollover

\$200,000 X .63% = \$1300

Santee Alley Overlay Zones are not included in the 2008 District Rollover

Budget Adjustment

Any annual budget surplus or deficit may be rolled over to the following year's PBID budget, and assessments recalculated proportionately as long as it stays within the maximum percentage increase.

Future Development

As a result of continued development, the District may experience the addition or subtraction of assessable commercial footage for parcels included and assessed within the District boundaries. The modification of parcel improvements assessed within the District may then change upwards or downwards the amount of total footage assessment for these parcels. In future years, the assessments for the special benefits bestowed upon the included BID parcels may change in accordance with the assessment methodology formula listed in the Management District Plan and Engineer's Report provided the assessment rate does not change. If the assessment formula changes, then a Proposition 218 ballot will be required for approval of the formula changes.

EXHIBIT D: ASSESSMENT ROLL

The total assessment amount for 2009 is \$2,674,793 apportioned as follows:

APN '09	Legal Ownership Name	Front'09	Lot'09	Bldg'09	N Alley'09	S Alley'09	Full 2009 Asmnt	%
CT-001	Cal Trans	387	11,284	-			\$1,038.20	0.039%
CT-002	Cal Trans	1,000	105,028	-			\$6,663.79	0.249%
CT-003	Cal Trans	393	35,280	-			\$2,304.25	0.086%
CT-004	Cal Trans	304	26,593	-			\$1,745.83	0.065%
CT-005	Cal Trans	2,466	161,712	-			\$11,328.03	0.424%
	Total Cal Trans						\$23,080.10	0.863%
5148-023-902	L A C M T A	263	28,050	-			\$6,068.52	0.227%
5132-028-902	L A C M T A	1,468	148,453	18,300			\$19,652.19	0.735%
5132-029-905	L A C M T A	1,617	171,975	28,750			\$22,820.09	0.853%
5132-029-907	L A C M T A	194	9,365	-			\$1,460.04	0.055%
	Total L A C M T A						\$50,000.84	1.869%
5145-006-900	L A City Fire Station	228	12,992	7,274			\$1,760.42	0.066%
	Total L A City Fire Station						\$1,760.42	0.066%
5145-020-900	L A City Dept Of Water & Power	50	7,492	14,984			\$2,260.87	0.085%
5133-022-902	L A City Dept Of Water & Power	288	110,207	-			\$20,953.79	0.783%
5133-023-902	L A City Dept Of Water & Power	287	101,495	16,996			\$19,654.61	0.735%
5145-001-900	L A City Public Parking D W P	127	22,869	-			\$4,608.75	0.172%
5133-024-901	L A City Dept Of Water & Power	300	63,600	-			\$7,290.87	0.273%
5133-025-904	L A City Dept Of Water & Power	824	91,160	169,273			\$17,513.01	0.655%
	Total L A City Dept of Water & Power						\$72,281.90	2.702%
5132-020-900	L A Unified School Dist	644	96,600	2,100		-	\$11,634.70	0.435%
5132-020-901	L A Unified School Dist	200	32,139	5,100			\$3,991.32	0.149%
5132-020-902	L A Unified School Dist	37	5,933	-			\$703.39	0.026%
5132-020-903	L A Unified School Dist	120	19,310	10,125			\$2,649.88	0.099%
5132-020-904	L A Unified School Dist	40	6,403	4,200			\$909.31	0.034%
5133-029-904	L A Unified School Dist	1,574	181,554	-			\$22,663.77	0.847%
5133-029-905	L A Unified School Dist	2,770	470,448	-			\$55,351.50	2.069%
	Total L A Unified School Dist						\$97,903.87	3.660%
	Total Government Owned Assessments						\$245,027.13	9.161%

APN '09	Legal Ownership Name	Front'09	Lot'09	Bldg'09	N Alley'09	S Alley'09	Full 2009 Asmnt	%
5145-020-034	1016 Santee L L C	50	7,255	14,000	50		\$24,335.01	0.910%
5139-013-012	1053 S Broadway Llc	223	12,502	7,901			\$3,241.66	0.121%
5139-015-005	1101 1031 & 1043 Los Angeles St	42	7,666	25,790			\$1,956.76	0.073%
5139-015-025	1101 1031 & 1043 Los Angeles St	60	9,016	9,000			\$1,999.97	0.075%
5139-015-039	1101 1031 & 1043 Los Angeles St	120	18,000	9,180			\$3,852.57	0.144%
5145-021-022	1108 S Los Angeles St L L C	60	8,400	23,400			\$2,120.28	0.079%
5139-016-015	1125 Los Angeles St L L C	60	8,400	8,400			\$1,879.46	0.070%
5145-021-003	1126 Los Angeles L L C	50	7,013	7,000			\$1,568.55	0.059%
5139-016-017	1135 S L A St L L C	120	16,800	13,580			\$3,707.21	0.139%
5145-021-017	1141 Santee Plaza L L C	50	7,492	14,000			\$2,241.11	0.084%
5145-021-018	1145 Santee L L C	50	7,492	6,600			\$2,092.50	0.078%
5139-016-009	1158 South Main Street	185	6,993	6,237			\$2,076.01	0.078%
5139-014-011	11Th & Broadway L L C	204	8,795	86,273			\$3,759.01	0.141%
5139-016-006	11Th & Main Partners L L C	60	8,407	8,400			\$1,880.72	0.070%
5139-016-022	11Th & Main Partners L L C	150	20,995	17,970			\$4,649.09	0.174%
5139-016-023	11Th & Main Partners L L C	31	4,181	4,250			\$940.99	0.035%
5139-016-024	11Th & Main Partners L L C	270	17,500	18,406			\$4,492.15	0.168%
5139-017-021	11Th & Main Partners L L C	50	5,706	3,500			\$1,277.10	0.048%
5139-017-027	11Th & Main Partners L L C	100	11,478	8,650			\$2,592.57	0.097%
5139-017-028	11Th & Main Partners L L C	50	5,600	5,600			\$1,291.73	0.048%
5139-027-002	1210 Enterprise L L C	60	9,016	7,560			\$1,976.85	0.074%
5132-021-004	14Th Place L L C	40	6,240	4,210			\$892.97	0.033%
5133-015-002	1510 S Los Angeles St L L C	48	6,960	13,920			\$1,662.36	0.062%
5133-020-002	1512 Santee St Inc	96	14,418	14,208			\$2,232.54	0.083%
5133-015-005	1515 Santee St L L C	203	7,448	6,432			\$2,230.82	0.083%
5133-015-006	1515 Santee St L L C	48	7,448	6,432			\$1,629.98	0.061%
8940-382-181	16 Rental Java Llc	304	25,966	10,250			\$2,073.08	0.078%
5127-021-020	1706 S Maple Ave L L C	84	12,414	8,051			\$1,776.31	0.066%
5127-021-022	1706 S Maple Ave L L C	202	31,885	26,067			\$4,719.39	0.176%
5131-001-047	17Th Griffith L L C	551	44,431	29,546			\$7,029.48	0.263%
5145-003-005	217 E 8Th Street L L C	179	6,838	81,484			\$3,232.95	0.121%
5145-015-004	26 Beverly Glenn L L C	37	6,141	-			\$1,248.81	0.047%
5145-015-013	26 Beverly Glenn L L C	73	12,300	21,460			\$2,841.53	0.106%
5148-024-026	401 East 7Th Street L L C	283	19,519	13,809			\$4,832.16	0.181%
5145-017-041	432 East 9Th St	228	14,002	14,700			\$3,640.20	0.136%
5133-021-011	520 East 15Th Street L L C	30	3,702	6,656			\$694.48	0.026%
5145-009-018	600 8Th Street L L C	40	5,662	-			\$1,174.22	0.044%

5145-009-019	600 8Th Street L L C	147	4,791	5,062			\$1,513.48	0.057%
5145-009-020	606 8Th Street L L C	47	4,655	13,320			\$1,233.95	0.046%
5145-009-001	610 630 East 8Th Street L L C	199	10,471	10,375			\$2,822.76	0.106%
5145-009-021	610 630 East 8Th Street L L C	51	4,225	4,250			\$1,026.43	0.038%
5148-023-001	6Th & Maple L L C	203	10,106	25,071			\$3,008.51	0.112%
5148-023-002	6Th & Maple L L C	100	15,290	760			\$3,152.06	0.118%
5145-005-005	740 South Wall Street	44	5,720	5,720			\$678.91	0.025%
5132-020-035	741 14Th Place L L C	80	12,800	8,306			\$1,814.65	0.068%
5131-001-043	747 East 18Th L L C	233	19,079	7,250			\$2,815.87	0.105%
5131-001-028	796 E 14Th Place L L C	48	4,835	4,032			\$763.28	0.029%
5132-026-010	796 E 14Th Place L L C	50	5,009	4,690			\$809.77	0.030%
5144-016-058	801 S Spring Holdings L L C	215	8,000	92,670			\$3,761.25	0.141%
5144-016-065	810 S Broadway Llc	53	8,685	7,867			\$1,895.06	0.071%
5144-016-047	820 S Spring St L L C	133	3,179	9,533			\$1,240.84	0.046%
5144-016-063	820-824 S Broadway Llc	50	8,180	44,700			\$2,383.89	0.089%
5144-016-054	833 S Spring Street L L C	50	8,250	30,048			\$2,161.25	0.081%
5145-015-007	834 Main Street L L C	73	12,170	-			\$2,473.59	0.092%
5145-015-011	834 Main Street L L C	47	6,054	-			\$1,271.92	0.048%
5145-015-012	834 Main Street L L C	130	18,077	-			\$3,757.81	0.140%
5145-009-008	846 San Julian Street & 851	307	23,256	62,303			\$6,376.44	0.238%
5145-009-025	846 San Julian Street & 851	160	23,080	18,598			\$5,073.24	0.190%
5144-015-031	8Th & Spring L L C	60	9,278	26,780			\$2,332.59	0.087%
5144-015-032	8Th & Spring L L C	60	9,278	29,424			\$2,375.04	0.089%
5139-003-002	901 South Broadway Limited Partnership	254	15,115	83,474			\$5,045.50	0.189%
5139-003-003	913 S. Broadway	50	7,971	300			\$1,633.43	0.061%
5139-002-001	918 Broadway Associates L L P	30	3,441	-			\$735.68	0.028%
5139-002-002	918 Broadway Associates L L P	50	5,749	-			\$1,228.65	0.046%
5139-002-003	918 Broadway Associates L L P	109	20,124	-			\$4,044.87	0.151%
5139-002-004	918 Broadway Associates L L P	75	12,327	-			\$2,509.60	0.094%
5139-002-005	918 Broadway Associates L L P	61	9,104	-			\$1,875.19	0.070%
5139-002-006	918 Broadway Associates L L P	61	8,232	-			\$1,718.23	0.064%
5139-002-019	918 Broadway Associates L L P	194	10,193	-			\$2,586.77	0.097%
5139-002-020	918 Broadway Associates L L P	66	7,884	-			\$1,674.97	0.063%
5139-002-011	918 Broadway Associates Llc/908 Broadway Associates Llc	50	4,487	-			\$1,001.48	0.037%
5139-002-012	918 Broadway Associates Llc/908 Broadway Associates Llc	50	4,487	-			\$1,001.48	0.037%
5139-002-013	918 Broadway Associates Llc/908 Broadway Associates Llc	50	4,487	-			\$1,001.48	0.037%
5139-002-014	918 Broadway Associates Llc/908 Broadway Associates Llc	50	4,487	-			\$1,001.48	0.037%
5139-002-015	918 Broadway Associates Llc/908 Broadway Associates Llc	93	8,364	-			\$1,866.03	0.070%
5139-002-016	918 Broadway Associates Llc/908 Broadway Associates	42	3,790	-			\$845.01	0.032%

5145-016-048	930 Santee Partners L L C	100	10,916	7,640			\$3,138.01	0.117%
5145-016-054	948 Santee Street L L C	186	7,460	14,884			\$2,897.10	0.108%
5145-019-005	A & C STANTON FAMILY	50	7,361	14,700			\$2,225.05	0.083%
5145-019-016	A & C STANTON FAMILY	122	16,639	32,149			\$5,050.50	0.189%
5145-020-055	A & H Maple Property	191	9,252	12,000	60		\$29,853.02	1.116%
5145-020-052	A & H Olympic Property	504	32,570	120,000			\$12,291.05	0.460%
5139-016-013	A & J Maler Properties	60	8,407	31,343			\$2,249.07	0.084%
5139-016-014	A & J Maler Properties	60	8,407	15,350			\$1,992.30	0.074%
5133-006-001	A & P Main L L C	257	16,256	23,078			\$3,153.01	0.118%
5133-016-008	A Olodort Co	50	7,753	6,615			\$1,695.57	0.063%
5145-019-025	A Y M INVESTMENT L L C	50	5,500	-			\$1,501.95	0.056%
5145-019-024	A Y M INVESTMENT L I C	178	8,620	30,524			\$3,439.92	0.129%
5145-003-082	Abare Brad	3	104	890			\$42.66	0.002%
5145-014-006	Academy Award Clothes Co Inc	55	7,117	30,055			\$1,976.80	0.074%
5145-013-004	Ace Building L L C	193	9,321	43,136			\$3,118.48	0.117%
5139-013-002	Acosta Cesar/Albizures Liliانا	45	6,752	3,600			\$1,447.60	0.054%
5148-023-011	Adams Victoria & Keith	60	8,930	-			\$1,839.99	0.069%
5132-020-029	Afgham & Afghom R E Partners	40	6,342	4,119			\$900.17	0.034%
5133-017-009	Aftalion Haym & Jela T R	48	6,888	17,076			\$1,700.07	0.064%
5148-024-028	Aftalion Haym & Jela Tr Etal	51	6,830	5,076			\$1,508.60	0.056%
5145-021-002	Aftalion Leon Trust	50	7,013	7,000			\$1,568.55	0.059%
5145-016-029	Ahh Sew Partnership	150	18,935	57,150			\$6,213.40	0.232%
5145-017-003	Ahh Sew Partnership	98	13,721	54,320			\$3,721.79	0.139%
5145-017-005	Ahh Sew Partnership	110	15,855	15,840			\$3,534.63	0.132%
5145-017-039	Ahh Sew Partnership	50	6,673	-			\$1,394.97	0.052%
5133-016-012	Akbardamavandi Mansour T R	195	7,230	36,250			\$2,639.30	0.099%
5133-014-002	Alberoni Sewing Machines Inc	50	7,013	6,946			\$1,095.70	0.041%
5133-014-003	Alberoni Sewing Machines Inc	50	7,013	3,500			\$972.61	0.036%
5132-020-034	Aldwych Investment Co L L C	40	6,355	4,216			\$904.97	0.034%
5145-014-004	Alexandra L L C	101	13,721	17,372			\$3,140.22	0.117%
5145-026-039	Allard Gloria C Tr	213	10,350	11,263			\$2,012.30	0.075%
5145-003-046	Allen Jacqueline E Trust	3	104	890			\$42.66	0.002%
5131-001-021	Alva Faustino V & Angie R & Tina	50	4,181	2,296			\$639.41	0.024%
5145-001-015	Amado/Labe Partnership	100	12,283	10,350			\$2,764.76	0.103%
5133-009-004	Amado/Tarica Partnership	50	7,013	-			\$1,456.17	0.054%
5145-020-009	American Coml Equities Three	210	7,797	36,975			\$3,532.15	0.132%
5145-020-051	American Coml Equities Three	50	7,500	6,320			\$2,088.72	0.078%
5145-005-003	American Florists Exchange L T D	48	6,229	6,240			\$739.66	0.028%

5145-005-004	American Florists Exchange L T D	40	5,183	5,200			\$615.69	0.023%
5145-005-008	American Florists Exchange L T D	79	10,280	9,984			\$1,216.20	0.045%
5145-005-009	American Florists Exchange L T D	60	10,236	14,284			\$1,223.76	0.046%
5145-005-010	American Florists Exchange L T D	23	3,659	7,560			\$472.15	0.018%
5145-005-011	American Florists Exchange L T D	59	6,272	7,800			\$788.28	0.029%
5145-005-015	American Florists Exchange L T D	40	5,532	-			\$580.51	0.022%
5145-005-019	American Florists Exchange L T D	120	14,287	20,860			\$1,802.19	0.067%
5145-005-020	American Florists Exchange L T D	124	3,589	3,398			\$642.62	0.024%
5145-005-021	American Florists Exchange L T D	50	5,048	3,050			\$599.15	0.022%
5145-005-022	American Florists Exchange L T D	269	16,657	1,984			\$2,110.76	0.079%
5145-006-002	American Florists Exchange L T D	44	5,706	5,720			\$677.67	0.025%
5145-006-003	American Florists Exchange L T D	44	5,706	-			\$605.00	0.023%
5145-006-004	American Florists Exchange L T D	44	5,706	5,544			\$675.44	0.025%
5145-006-015	American Florists Exchange L T D	42	4,878	8,618			\$636.66	0.024%
5145-006-016	American Florists Exchange L T D	42	4,704	-			\$511.77	0.019%
5145-006-019	American Florists Exchange L T D	374	73,006	132,392			\$8,993.30	0.336%
5145-006-020	American Florists Exchange L T D	400	36,111	5,120			\$4,170.07	0.156%
5133-020-007	Amira Chance L L C	48	7,187	6,240			\$1,083.15	0.040%
5133-016-010	Amouna Piam	50	7,230	4,968			\$1,574.99	0.059%
5133-015-016	Anderson & Swanson Co	16	6,534	4,920			\$886.55	0.033%
5145-003-052	Anderson Shakibria S	3	104	890			\$42.66	0.002%
5133-011-009	Antaky Eli T R	47	6,359	6,345			\$1,428.69	0.053%
5145-003-028	Arekapudi Anil & Jamuna	3	104	890			\$42.66	0.002%
5145-015-017	Arshadnia Family Trust	309	25,398	24,818			\$6,167.93	0.231%
5131-001-017	Arslan Jean	50	4,400	3,864			\$717.86	0.027%
5133-009-003	Arslan Jean P	190	7,000	4,450			\$2,067.97	0.077%
5133-009-007	Arslan Jean P	209	8,145	2,184			\$2,311.34	0.086%
5133-012-005	Arslan Jean P	47	6,359	5,640			\$1,417.37	0.053%
5145-003-009	Aryeh Family Trust	224	12,400	74,400			\$4,294.82	0.161%
5144-016-046	Au,Siu K And Yu Ling	59	1,785	5,398			\$636.67	0.024%
5131-001-027	Azizi Mehrad M & Jila Y	48	3,267	1,472			\$511.16	0.019%
5132-027-022	Bakhani, Brian	50	5,009	4,000			\$785.16	0.029%
5133-015-004	Balaban & Arminta Dev	194	7,100	39,445			\$2,663.32	0.100%
5145-021-029	Barnes Zuri T R	50	6,847	6,850			\$1,536.26	0.057%
5145-021-030	Barnes Zuri T R	50	6,956	6,860			\$1,556.05	0.058%
5148-023-007	Barrocas Gaston & Clara Tr	49	4,909	13,300			\$1,285.93	0.048%
5139-014-005	Bassmann Rudi & Inge T R	40	5,619	12,880			\$1,373.27	0.051%
5145-008-017	Battistessa Edmund J T R	40	4,835	6,450			\$1,128.92	0.042%

5145-003-062	Beck Ann	3	104	640			\$38.65	0.001%
5145-003-057	Bekele Azeb	3	104	670			\$39.13	0.001%
5145-014-003	Bellagio Management L L C	88	12,153	60,228			\$3,495.64	0.131%
5145-009-012	Ben & Sons L L C	40	6,000	7,032			\$1,347.96	0.050%
5145-009-013	Ben & Sons L L C	40	5,924	7,488			\$1,341.60	0.050%
5145-014-002	Ben Eisenberg Properties	299	22,368	291,200			\$9,860.54	0.369%
8940-382-281	Benos	305	100,245				\$5,611.68	0.210%
8940-382-397	Benos	183	68,115	71,927			\$6,312.38	0.236%
5133-016-013	Benyamin Allen Y	254	15,407	13,274			\$3,970.99	0.148%
5139-016-016	Benyamin Habib & Victoria & Allan	60	8,400	16,800			\$2,014.32	0.075%
5133-012-013	Benyamin Habib K & Victori & Allen	185	6,751	13,230			\$2,144.73	0.080%
5145-027-040	Berberian Nazareth T R	50	7,492	5,250			\$2,065.39	0.077%
5145-027-041	Berberian Nazareth T R	50	7,492	5,250			\$2,065.39	0.077%
5139-013-016	Berman William And Rochelle	39	5,837	5,200			\$1,285.33	0.048%
5139-017-024	Beverly Asset L L C	182	8,015	55,188			\$3,034.26	0.113%
5133-013-002	Bharwani T R	30	4,181	3,600			\$926.67	0.035%
5133-013-003	Bharwani T R	40	5,619	4,000			\$1,230.70	0.046%
5145-001-002	Big Munga Development L L C	161	19,689	196,872			\$7,328.93	0.274%
5145-001-005	Big Munga Development L L C	35	3,571	-			\$778.46	0.029%
5145-013-016	Big Munga Development L L C	50	7,840	6,688			\$1,712.40	0.064%
5145-013-021	Big Munga Development L L C	410	23,565	351,736			\$11,478.19	0.429%
5145-027-011	Big Munga Development L L C	298	22,215	173,631			\$10,009.29	0.374%
5145-027-012	Big Munga Development L L C	37	5,706	575			\$1,499.15	0.056%
5145-027-013	Big Munga Development L L C	40	6,011	-			\$1,571.97	0.059%
5148-022-002	Big Munga Development L L C	140	4,486	58,500			\$2,289.40	0.086%
5145-001-006	Big Munga Development L L C	163	8,668	116,896			\$4,068.87	0.152%
5145-003-061	Black Jordan	3	104	660			\$38.97	0.001%
5132-020-008	Bonin L Ramon & Patty A	40	6,403	4,210			\$909.67	0.034%
5132-020-031	Bonin L Ramon & Patty A	40	6,377	4,134			\$904.29	0.034%
5145-004-035	Bosshard T R	44	5,910	11,820			\$773.29	0.029%
5139-016-018	Botach Shlomo	60	8,400	25,200			\$2,149.18	0.080%
5139-027-013	Botach Shlomo	364	32,103	168,056			\$9,887.73	0.370%
5132-026-024	Branch Ernest C / T R	32	3,179	2,560			\$499.74	0.019%
5139-002-018	Broadway 900 Llc	160	6,316	17,506			\$2,038.17	0.076%
5145-003-080	Brown Kenneth B	3	104	640			\$38.65	0.001%
5145-003-068	Burns Patricia A	3	104	640			\$38.65	0.001%
5133-015-010	C S C Business Acquisition Inc	252	15,202	17,566			\$2,835.22	0.106%
5133-015-011	C S C Business Acquisition Inc	50	7,550	5,194			\$1,088.15	0.041%

5133-015-012	C S C Business Acquisition Inc	51	7,500	1,600			\$957.22	0.036%
5145-017-045	C7 Investments Inc	77	10,366	7,500			\$2,284.79	0.085%
5145-026-036	C7 Investments Inc	93	13,856	7,068			\$1,912.17	0.071%
5133-012-011	California Capital Venture Inc	50	6,697	6,517			\$1,503.92	0.056%
5145-003-023	Campi Eduardo J	3	104	1,370			\$50.37	0.002%
5145-010-017	Central Trial L L C	40	6,378	5,440			\$1,390.44	0.052%
5145-005-006	Certified Florists Supplies Inc	44	5,706	5,265			\$671.89	0.025%
5145-005-007	Certified Florists Supplies Inc	44	5,706	8,360			\$711.21	0.027%
5131-001-039	Cha Young	197	9,714	9,725			\$1,850.92	0.069%
5145-003-081	Chang Francois H	3	104	670			\$39.13	0.001%
5145-003-074	Chavez Christopher	3	104	640			\$38.65	0.001%
5133-021-014	Chew 15Th Street Property L P	45	5,706	-			\$700.76	0.026%
5133-021-019	Chew 15Th Street Property L P	23	2,962	-			\$362.84	0.014%
5133-021-020	Chew 15Th Street Property L P	45	6,054	-			\$736.42	0.028%
5133-021-021	Chew 15Th Street Property L P	158	20,691	20,410			\$3,256.79	0.122%
5145-026-014	City Market Of L A	99	14,984	5,600			\$1,990.80	0.074%
5145-016-026	Coast To Coast Quilting Co Inc	50	6,011	5,500			\$1,729.89	0.065%
5145-013-022	Cohen,Renee Tr Et Al	217	11,966	17,608			\$3,277.77	0.123%
5145-002-001	Conversion Properties	95	13,808	68,128			\$3,947.51	0.148%
5145-013-005	Conversion Properties	87	8,581	93,379			\$3,381.04	0.126%
5145-016-001	Corner Center Llc	197	8,343	24,906			\$3,353.60	0.125%
5145-003-029	Covalt Brian C & Katie	3	104	1,370			\$50.37	0.002%
5133-020-008	Cut Line International L L C	200	7,500	6,500			\$1,516.60	0.057%
5145-026-016	D A K Ents	50	7,492	-			\$896.67	0.034%
5145-026-017	D A K Ents	50	7,492	6,450			\$1,127.07	0.042%
5145-026-033	D A K Ents	240	12,763	49,764			\$3,704.46	0.138%
5133-012-007	D A N I E L	50	6,751	5,635			\$1,499.48	0.056%
5133-012-009	D A N I E L	50	6,751	5,750			\$1,501.32	0.056%
5145-003-018	D E Condo L L C	3	104	870			\$42.34	0.002%
5145-003-019	D E Condo L L C	3	104	1,030			\$44.91	0.002%
5145-003-020	D E Condo L L C	3	104	1,050			\$45.23	0.002%
5145-003-021	D E Condo L L C	3	104	970			\$43.94	0.002%
5145-003-022	D E Condo L L C	3	104	580			\$37.68	0.001%
5145-010-009	D R B L L C	41	5,156	9,676			\$1,242.37	0.046%
5144-016-048	D& R Brothers Inc	320	3,136	5,356			\$1,890.92	0.071%
5145-015-014	D& R Brothers Inc	36	6,141	7,013			\$1,357.53	0.051%
5133-009-005	Damone Inc	51	8,058	6,477			\$1,752.13	0.066%
5133-017-005	Dardashti T R	39	3,702	7,220			\$933.46	0.035%

5139-002-022	David Brewer Investments Inc.	50	4,487	34,550			\$1,556.19	0.058%
5133-016-003	Davis Christina K T R	48	6,969	6,815			\$1,549.91	0.058%
5148-023-006	Davis Eugene/Davis Family	50	7,449	-			\$1,534.65	0.057%
5145-001-003	Dearden Properties	215	12,850	105,384			\$4,838.38	0.181%
5145-001-004	Dearden Properties	59	5,967	4,919			\$1,381.75	0.052%
5145-001-007	Dearden Properties	79	16,840	-			\$3,337.45	0.125%
5145-001-008	Dearden Properties	50	9,147	-			\$1,840.29	0.069%
5145-001-009	Dearden Properties	40	7,448	-			\$1,495.70	0.056%
5145-001-010	Dearden Properties	40	10,323	-			\$2,013.21	0.075%
5145-001-011	Dearden Properties	98	12,283	-			\$2,590.84	0.097%
5145-027-010	Delson Investments L L C	53	8,102	6,890			\$2,252.82	0.084%
5145-027-034	Delson Investments L L C	50	6,747	7,485			\$1,938.98	0.072%
5145-027-036	Delson Investments L L C	50	7,000	7,917			\$2,005.83	0.075%
5133-019-001	Devon Santee Limited Partnership	198	7,187	-			\$2,061.19	0.077%
5133-019-015	Devon Santee Limited Partnership	48	7,187	2,832			\$1,525.20	0.057%
5133-019-016	Devon Santee Limited Partnership	444	44,256	42,105			\$10,363.24	0.387%
5133-020-010	Devon Santee Limited Partnership	54	5,924	-			\$746.32	0.028%
5133-020-014	Devon Santee Limited Partnership	130	4,486	-			\$795.01	0.030%
5144-015-046	Dewey Hotel L P	48	5,270	23,992			\$1,519.87	0.057%
5131-001-004	Diversified Storage Fund	40	3,150	-			\$425.96	0.016%
5131-001-005	Diversified Storage Fund	200	15,899	-			\$2,145.05	0.080%
5131-001-006	Diversified Storage Fund	100	8,015	54,000			\$3,008.12	0.112%
5131-001-007	Diversified Storage Fund	50	4,007	-			\$539.57	0.020%
5131-001-008	Diversified Storage Fund	50	4,007	-			\$539.57	0.020%
5131-001-050	Diversified Storage Fund	256	9,970	53,800			\$3,603.70	0.135%
5145-020-002	Don Juan Jr Inc	60	8,407	25,620			\$2,157.18	0.081%
5145-008-018	Double E Investment L L C	127	16,465	19,016			\$3,761.32	0.141%
5139-026-003	Double Seven Realty Group Of Calif	70	11,560	15,000			\$2,592.99	0.097%
5145-017-032	Downtown Fashion Collection Inc	179	5,140	5,560			\$1,708.34	0.064%
5145-020-004	Downtown Gateway	50	7,013	13,600			\$1,674.52	0.063%
5145-003-065	Dumoulin Negin & Ryan	3	104	1,370			\$50.37	0.002%
5127-020-013	Dunkel Peter L Trust	40	4,225	2,748			\$634.27	0.024%
5144-015-040	E & M Enterprises	155	4,945	9,540			\$1,644.11	0.061%
5133-017-015	E L S L L C	48	7,448	6,439			\$1,630.09	0.061%
5145-008-019	Ecke Paul Jr T R	47	6,434	8,733			\$1,480.53	0.055%
5145-008-020	Ecke Paul Jr T R	72	9,818	-			\$2,046.35	0.077%
5139-013-020	Eddie Nora	50	6,534	-			\$1,369.95	0.051%
5145-013-015	Eisenberg Ilene Trust	65	9,757	9,230			\$2,156.42	0.081%

5148-023-012	El Paso Los Angeles/Limousine Express	55	8,233	-			\$1,695.15	0.063%
5148-023-013	El Paso Los Angeles/Limousine Express	15	2,265	-			\$465.85	0.017%
5148-023-014	El Paso Los Angeles/Limousine Express	54	3,093	-			\$766.07	0.029%
5148-023-015	El Paso Los Angeles/Limousine Express	56	3,180	-			\$789.48	0.030%
5148-023-016	El Paso Los Angeles/Limousine Express	30	7,100	-			\$1,394.30	0.052%
5148-023-017	El Paso Los Angeles/Limousine Express	147	5,676	5,680			\$1,682.71	0.063%
5145-021-010	El Santee Partnership	230	12,763	88,725			\$5,808.15	0.217%
5133-007-002	Emrani Ebrahim/ E A	60	7,492	150			\$1,583.56	0.059%
5144-015-044	Emser International L L C	193	7,790	93,315			\$3,648.53	0.136%
5145-003-034	Escarcega Fernando A	3	104	890			\$42.66	0.002%
5145-010-003	Eshmoili Massoud	41	4,748	6,226			\$1,113.54	0.042%
5145-027-035	Fashion Mall Ltd	50	7,400	4,650			\$2,032.19	0.076%
5148-021-012	Fazel Yekta Saeed Tr	299	11,151	10,792			\$3,339.50	0.125%
5145-003-075	Federal Home Loan Mtg Corp	3	104	670			\$39.13	0.001%
5139-017-017	Feit Family L P	50	5,837	4,800			\$1,321.55	0.049%
5139-017-018	Feit Family L P	50	5,837	5,837			\$1,338.20	0.050%
5145-015-006	Feldman Trust	37	6,141	-			\$1,248.81	0.047%
5133-014-001	Felter Eddy T R	201	8,537	4,719			\$1,561.82	0.058%
5145-003-049	Ferrell Renea	3	104	660			\$38.97	0.001%
5145-016-049	Fisch Properties L P	100	10,236	15,819			\$3,145.91	0.118%
5133-013-010	Five A Investments	40	5,183	-			\$1,088.00	0.041%
5133-013-011	Five A Investments	210	10,410	10,394			\$2,854.73	0.107%
5144-016-072	Flatiron Development Company L L C	8	261	1,640			\$102.93	0.004%
5133-020-016	Flax Harvey & Edith T R	198	6,080	7,152			\$1,389.22	0.052%
5145-016-025	Fontana Sierra Corp	50	5,837	5,750			\$1,694.90	0.063%
5145-016-031	Fontana Sierra Corp	100	13,416	40,200			\$4,366.69	0.163%
5145-012-001	Force Santee L L C	114	2,047	-			\$810.37	0.030%
5145-012-002	Force Santee L L C	42	3,963	-			\$876.15	0.033%
5145-012-003	Force Santee L L C	42	4,051	-			\$891.99	0.033%
5145-012-004	Force Santee L L C	196	9,539	115			\$2,478.65	0.093%
5145-012-005	Force Santee L L C	42	3,833	-			\$852.75	0.032%
5145-012-006	Force Santee L L C	40	3,920	-			\$860.66	0.032%
5145-012-007	Force Santee L L C	50	5,052	-			\$1,103.19	0.041%
5145-012-024	Force Santee L L C	82	8,359	-			\$1,822.49	0.068%
5139-027-003	Forelle Ltd	60	9,000	9,000			\$1,997.09	0.075%
5139-026-005	Frankel Jacob M T R	85	12,588	11,560			\$2,780.94	0.104%
5139-026-006	Frisk Frank O Jr	193	6,664	-			\$1,947.67	0.073%
5133-010-007	Fultheim Leon & Gary/ T R	65	9,104	7,345			\$2,008.62	0.075%

5145-001-001	Gang Moon K Trust	50	4,747	18,706			\$1,348.61	0.050%
5145-008-004	Gardener Jack & Dorothy T R	40	5,052	8,920			\$1,207.63	0.045%
5132-020-009	Gemini Investment Group L L C	40	6,403	4,212			\$909.74	0.034%
5145-016-003	Gerry Building L L C	100	13,721	107,896			\$5,796.29	0.217%
5145-003-024	Ghailian Carlo D	3	104	1,010			\$44.59	0.002%
5145-003-025	Ghailian Carlo D & Gisella	3	104	660			\$38.97	0.001%
5145-003-001	Gilbert Elliot T R	211	10,890	17,096			\$3,052.61	0.114%
5145-003-002	Gill Family Properties	55	5,115	46,709			\$1,883.82	0.070%
5145-019-028	Glaser Olympic L L C	195	8,189	14,000			\$3,089.69	0.116%
5145-019-029	Glaser Olympic L L C	50	7,318	-			\$1,919.95	0.072%
5145-027-031	Glikmann Edna Trust	245	14,244	14,187			\$4,723.00	0.177%
5145-026-019	Gold Bernice T R	50	7,840	-			\$932.33	0.035%
5145-026-020	Gold Bernice T R	49	7,840	7,897			\$1,211.83	0.045%
5145-026-021	Gold Bernice T R	231	12,196	59,535			\$3,972.17	0.149%
5145-008-001	Goldman Ben & Dorothy T R	28	3,136	3,110			\$722.95	0.027%
5145-008-002	Goldman Ben & Dorothy T R	28	3,005	-			\$649.44	0.024%
5145-008-003	Goldman Ben & Dorothy T R	28	3,005	2,240			\$685.41	0.026%
5139-017-022	Goldman Norman Etal	50	5,619	-			\$1,205.25	0.045%
5139-017-023	Goldman Norman Etal	50	5,532	-			\$1,189.59	0.044%
5145-019-004	GOLDSTEIN LEON & LYNN S CO-TRUST	50	7,361	6,800			\$2,066.40	0.077%
5144-016-071	Gray, David	8	261	1,640			\$102.93	0.004%
5132-022-027	Griffith Paloma	48	7,231	-			\$864.77	0.032%
5132-022-028	Griffith Paloma	48	7,231	7,371			\$1,128.06	0.042%
5132-022-038	Griffith Paloma	96	14,331	8,418			\$2,016.81	0.075%
8940-382-475	Grisix L L C	539	30,293	16,668			\$2,796.52	0.105%
5145-003-076	Gurrieri Michael	3	104	890			\$42.66	0.002%
5144-016-074	Guzzardo Marco	8	261	1,640			\$102.93	0.004%
5133-017-020	H & A Investment Inc	192	9,826	9,507			\$3,361.61	0.126%
5133-012-006	Haddadin Hanna T & Khalda F	48	6,490	11,656			\$1,541.41	0.058%
5145-015-002	Haghnazarzadeh Behrooz	100	2,395	2,200			\$854.06	0.032%
5145-009-022	Handal William S & Alice T R	80	11,674	18,520			\$2,708.78	0.101%
5145-010-023	Handal William S & Alice T R	40	6,120	-			\$1,256.66	0.047%
5145-010-024	Handal William S & Alice T R	185	6,750	15,694			\$2,184.11	0.082%
5133-019-008	Harkham Family Enterprises L P	147	22,215	45,365			\$5,296.89	0.198%
5133-019-009	Harkham Family Enterprises L P	50	7,492	-			\$1,542.39	0.058%
5133-019-011	Harkham Family Enterprises L P	200	7,500	-			\$2,125.29	0.079%
5144-016-052	Harkham Family Enterprises L P	121	19,800	-			\$4,033.07	0.151%
5145-026-035	Harkman Efrem T R	298	23,356	17,665			\$7,139.53	0.267%

5133-018-004	Hayun Jacob & Rachel	146	4,750	7,220		-	\$1,930.21	0.072%
5145-007-014	Hayun, Noy	42	5,009	2,387			\$1,102.76	0.041%
5133-021-008	Hershkovich Michael & Bela	50	5,749	5,250			\$905.60	0.034%
5145-001-012	Highpoint Associates I I L L C	330	27,050	88,884			\$7,575.28	0.283%
5145-002-006	Hino 8 L L C	221	11,194	-			\$2,871.61	0.107%
5145-002-012	Hino 8 L L C	100	14,949	-			\$3,078.48	0.115%
5145-002-013	Hino 8 L L C	44	6,377	-			\$1,318.43	0.049%
5145-002-014	Hino 8 L L C	14	2,029	-			\$419.49	0.016%
5145-002-015	Hino 8 L L C	30	4,347	-			\$898.76	0.034%
5145-002-016	Hino 8 L L C	76	11,499	-			\$2,364.44	0.088%
5145-003-058	Hochman Cidney E	3	104	890			\$42.66	0.002%
5145-016-034	Horizon Capital Group	200	28,260	31,794		-	\$8,085.62	0.302%
5145-003-085	Hunt Gretzel T	3	104	1,340			\$49.88	0.002%
5148-021-015	I C O Development L L C	717	62,309	482,549			\$21,742.42	0.813%
5145-017-019	Imperial Real Estate Holdings	50	6,751	12,832			\$1,615.03	0.060%
5145-019-003	IMPERIAL REAL ESTATE HOLDINGS L P	50	7,290	7,250			\$2,059.11	0.077%
5145-009-010	Inabu Yoshiko N Trustee	225	11,891	-			\$3,012.58	0.113%
5145-003-035	Ingram Bronwyn	3	104	1,370			\$50.37	0.002%
5145-012-025	Intelligent Prop Invs L L C	175	17,420	95,700			\$5,350.46	0.200%
5145-007-018	International Marine Products	394	21,719	11,568			\$5,622.47	0.210%
5133-017-016	Jacobs Steven A & Sheila H T R	193	6,815	5,815			\$2,068.21	0.077%
5145-016-032	Jager Magdalena Sigi Hart T R	183	7,318	7,000			\$2,691.88	0.101%
5145-003-056	Jaime Rick H	3	104	640			\$38.65	0.001%
5145-020-007	Jamgochian George A Tr	50	7,500	9,000			\$2,142.54	0.080%
5139-001-024	Jamison C A Market Center	1,780	161,608	2,266,658			\$79,617.76	2.977%
5139-015-040	Jamison C A Market Center	458	42,150	228,636			\$13,033.20	0.487%
5139-015-041	Jamison C A Market Center	235	12,000	70,744			\$4,206.76	0.157%
5145-021-011	Janet Huber/S Mcdermott	50	7,492	15,000			\$2,261.19	0.085%
5145-003-004	Jay Cee Blouse Co Inc	56	6,708	20,832			\$1,758.98	0.066%
5145-012-016	Jay Cee Blouse Co Inc	40	3,659	21,600			\$1,160.47	0.043%
5145-012-017	Jay Cee Blouse Co Inc	50	4,617	8,722			\$1,164.92	0.044%
5133-017-017	Johnson Patricia A E A	203	7,448	5,330			\$2,213.13	0.083%
5145-003-039	Johnson Robert J	3	104	670			\$39.13	0.001%
5145-003-032	Jones Elaine	3	104	640			\$38.65	0.001%
5145-003-083	Jones Ryan	3	104	1,400			\$50.85	0.002%
5145-003-073	Jones William R	3	104	660			\$38.97	0.001%
5144-016-069	Jones, Tara	8	261	2,770			\$121.07	0.005%
5145-004-012	Joseph & M Franciosi Trust	27	3,354	6,714			\$816.18	0.031%

5139-013-022	Jung, Floyd & Joanne	175	7,020	6,494			\$2,046.24	0.077%
5145-007-016	K A M B International L L C	264	29,068	29,418			\$6,727.95	0.252%
5133-021-022	K M W Enterprises	60	7,579	5,208			\$1,117.41	0.042%
5145-010-006	Kahrizi Sheida 2004 Trust	41	4,920	4,674			\$1,119.58	0.042%
5132-022-040	Kalvin & Steven Mermelstein	296	21,606	13,670			\$3,465.77	0.130%
5145-017-037	Kaplowitz Fay & Bernard J	50	7,187	7,200			\$1,603.08	0.060%
5148-024-011	Kato Noboru J & Etsuko Tr	38	3,441	-			\$766.69	0.029%
5133-022-001	Kicius Corp	13	1,873	-			\$387.54	0.014%
5133-022-004	Kicius Corp	235	12,719	15,150			\$3,443.62	0.129%
5133-022-008	Kicius Corp	258	15,986	10,050			\$2,662.56	0.100%
5133-022-009	Kicius Corp	62	8,929	4,588			\$1,921.23	0.072%
5145-003-054	Kim Charles D	3	104	1,010			\$44.59	0.002%
5139-017-015	Kim Edward & Kyung H	192	8,581	8,532			\$2,425.84	0.091%
5139-017-016	Kim Edward & Kyung H	50	5,880	4,900			\$1,330.90	0.050%
5139-013-013	Kim Jennie	40	3,877	3,180			\$903.97	0.034%
5139-015-026	Kim Leonia E 2005 Trust	230	9,750	27,300			\$3,086.05	0.115%
5144-016-070	Kim, Richard	8	261	1,640			\$102.93	0.004%
5148-024-012	Kiumars & Shahnaz Soleimany	184	7,318	2,894			\$2,076.97	0.078%
5144-015-039	Kreek, R Gayle Trust	64	5,052	-			\$1,157.45	0.043%
5144-015-043	Kreek, R Gayle Trust	82	10,367	270			\$2,188.27	0.082%
5145-020-010	Kwon S Investment Partnership	52	6,011	5,450	28		\$14,141.48	0.529%
5132-027-028	Kyong J & Yong Kim	100	10,018	20,000			\$1,998.88	0.075%
5139-003-004	L & R Investment Co.	50	7,971	-			\$1,628.61	0.061%
5139-003-007	L & R Investment Co.	50	7,971	-			\$1,628.61	0.061%
5139-003-008	L & R Investment Co.	50	7,971	-			\$1,628.61	0.061%
5139-003-009	L & R Investment Co.	189	4,792	-			\$1,595.20	0.060%
5139-014-002	L & R Investment Co.	101	3,093	8,437			\$1,083.71	0.041%
5139-014-003	L & R Investment Co.	107	1,306	2,684			\$692.95	0.026%
5139-014-006	L & R Investment Co.	81	10,890	-			\$2,274.20	0.085%
5139-014-007	L & R Investment Co.	504	17,162	-			\$5,042.88	0.189%
5139-014-008	L & R Investment Co.	105	7,971	-			\$1,841.81	0.069%
5139-014-010	L & R Investment Co.	288	8,276	19,082			\$2,912.45	0.109%
5139-002-021	L A Apparel Mart L L C	263	15,410	155,614			\$6,291.70	0.235%
5145-010-020	L A Century Textiles Inc	40	6,141	11,600			\$1,446.68	0.054%
5145-010-035	L A Century Textiles Inc	80	12,558	18,560			\$2,868.55	0.107%
5145-028-010	L A P C O L L C	367	31,780	63,560			\$8,163.53	0.305%
5145-021-019	L M Company	50	7,500	7,500			\$2,112.42	0.079%
8940-382-572	LA Main Center L L C	1,013	73,112	31,064			\$6,095.56	0.228%

5145-003-071	Laeroc Edge Fund Lp	3	104	1,370			\$50.37	0.002%
5145-003-077	Laeroc Edge Fund Lp	3	104	1,370			\$50.37	0.002%
5133-012-004	Lahijani Ardalan	47	6,345	5,642			\$1,414.88	0.053%
5133-011-012	Lahijani, Ardalan	49	6,615	6,110			\$1,478.75	0.055%
5145-003-030	Lai Yen & Teresa	3	104	1,010			\$44.59	0.002%
5132-020-032	Lapin David A/ T R	40	6,368	4,216			\$906.30	0.034%
5145-003-059	Lasting Richard P	3	104	1,370			\$50.37	0.002%
5132-021-002	Lee Foreman L T D	160	25,264	24,963			\$3,893.17	0.146%
5132-021-003	Lee Foreman L T D	40	6,272	6,280			\$970.19	0.036%
5132-026-009	Lee Foreman L T D	50	5,009	5,000			\$820.84	0.031%
5145-004-037	Lee Martin M Properties Inc	236	13,708	1,950			\$1,774.33	0.066%
5145-004-038	Lee Properties Ltd	225	11,351	21,916			\$1,794.39	0.067%
5145-021-021	Lee Young N & Eun J	80	11,197	44,480			\$3,039.71	0.114%
5133-014-004	Lee, Chul H & Jae Y	45	6,300	4,725			\$930.41	0.035%
5133-017-013	Lescoulie Jack G & Joan L T R	48	7,448	-			\$1,526.72	0.057%
5133-016-002	Lescoulie Jack G & Joan L T R	215	9,278	7,800			\$2,628.70	0.098%
5145-003-050	Li Jason	3	104	640			\$38.65	0.001%
5145-020-003	Lim Melody C	50	7,013	7,000			\$1,568.55	0.059%
5145-007-007	Lin Regina S T R	42	5,052	3,015			\$1,120.58	0.042%
5145-026-013	Lindner Harriet Trust	50	7,492	7,500			\$1,164.57	0.044%
5133-017-018	Liu Bing H E A	95	13,764	11,540			\$3,031.07	0.113%
5133-011-002	Livyatan, Menashe & Havazelet	182	6,345	12,690			\$2,051.35	0.077%
5148-025-024	Lo, Jerry	206	11,325	7,919			\$2,964.19	0.111%
5145-003-067	Loewin Anna	3	104	660			\$38.97	0.001%
5131-001-022	Lopez Saul	50	4,182	4,800			\$728.96	0.027%
5132-027-002	Los Angeles Fashion Center L P	152	5,100	-			\$914.67	0.034%
5132-027-004	Los Angeles Fashion Center L P	100	10,019	-			\$1,284.57	0.048%
5132-027-007	Los Angeles Fashion Center L P	25	2,483	-			\$318.91	0.012%
5132-027-014	Los Angeles Fashion Center L P	25	2,483	-			\$318.91	0.012%
5132-027-015	Los Angeles Fashion Center L P	25	2,483	-			\$318.91	0.012%
5132-027-016	Los Angeles Fashion Center L P	25	2,483	-			\$318.91	0.012%
5132-027-017	Los Angeles Fashion Center L P	25	2,483	-			\$318.91	0.012%
5132-027-018	Los Angeles Fashion Center L P	50	5,009	-			\$642.28	0.024%
5132-027-023	Los Angeles Fashion Center L P	75	7,492	-			\$961.19	0.036%
5132-027-025	Los Angeles Fashion Center L P	100	10,019	-			\$1,284.57	0.048%
5132-027-026	Los Angeles Fashion Center L P	667	56,818	-			\$7,542.60	0.282%
5133-017-002	Los Angeles Hills Properties L L C	124	2,732	3,420			\$1,027.34	0.038%
5139-027-016	Los Angeles Main Fashion Plaza	113	41,029	34,300			\$8,373.99	0.313%

5133-006-003	Louartcorp	43	5,488	-			\$673.27	0.025%
5133-006-004	Louartcorp	179	6,664	2,000			\$1,216.02	0.045%
5131-001-016	Louise A Wilkins	50	3,833	2,064			\$595.46	0.022%
5145-002-005	Lumer Jack Tr E A	60	7,187	-			\$1,526.25	0.057%
5145-002-003	Lumer Jack Tr E A	60	6,882	-			\$1,471.35	0.055%
5145-002-004	Lumer Jack Tr E A	60	7,100	-			\$1,510.59	0.056%
5133-015-019	Luster Arnold & Doris T R	193	9,957	7,561			\$1,788.20	0.067%
5131-001-025	Luster Rutkin Cathie T R	48	4,051	3,072			\$648.65	0.024%
5133-023-002	Lustman Hanna T R	196	10,585	11,792			\$3,601.00	0.135%
5133-018-005	Lustman Nathan T R	48	7,187	6,192			\$1,579.15	0.059%
5133-018-007	Lustman Nathan T R	48	7,187	6,110			\$1,577.83	0.059%
5148-024-007	Lyndon Hotel	44	5,880	15,660			\$1,480.39	0.055%
5148-021-019	M & D Investment L L C	158	20,733	16,523			\$4,609.71	0.172%
5145-009-002	M A C Holdings L L C	60	8,145	3,200			\$1,750.07	0.065%
5145-009-003	M A C Holdings L L C	80	11,282	11,360			\$2,523.27	0.094%
5145-009-016	M A C Holdings L L C	80	11,456	11,360			\$2,554.59	0.096%
5145-009-017	M A C Holdings L L C	40	5,662	-			\$1,174.22	0.044%
5133-017-010	M D Holdings L L C	48	6,815	6,815			\$1,522.19	0.057%
5133-014-012	M F Building L L C	253	15,986	27,675			\$3,279.23	0.123%
5133-015-023	M F Building L L C	289	20,880	84,346			\$6,232.88	0.233%
5133-020-003	M F Building L L C	248	14,679	12,430			\$2,587.86	0.097%
5145-011-011	M T L Investment Co E A	260	9,718	13,509			\$2,974.00	0.111%
5145-011-010	M T L Investment Co Ea	476	14,771	15,825			\$4,758.03	0.178%
5145-020-037	M T L Investment Co Etal	189	9,208	11,150	70		\$34,246.02	1.280%
5148-022-007	M V T Properties L L C	50	6,229	-			\$1,315.06	0.049%
5148-022-012	M V T Properties L L C	50	6,229	-			\$1,315.06	0.049%
5148-023-019	M V T Properties L L C	172	8,058	3,587			\$2,174.78	0.081%
8940-382-338	M W M Main Wholesale Mart	1,046	69,125	44,500			\$6,396.48	0.239%
5148-024-027	Madison Hotel Inc	69	9,650	35,100			\$2,568.01	0.096%
5139-016-008	Main & 11Th Inc	60	8,400	8,400			\$1,879.46	0.070%
5139-015-018	Main & 11Th Plaza L L C	221	9,750	9,750			\$2,768.23	0.103%
5133-007-003	Main & M S Corporation	60	7,492	7,500			\$1,701.56	0.064%
5133-007-004	Main & M S Corporation	147	5,270	21,120			\$1,857.52	0.069%
5133-010-016	Main & Pico L L C	249	17,250	27,850			\$4,517.37	0.169%
5144-015-025	Main Spring Dev L L C	220	6,185	78,993			\$3,234.35	0.121%
5144-015-026	Main Spring Parking Systems L L C	79	5,314	-			\$1,262.76	0.047%
5144-015-027	Main Spring Parking Systems L L C	86	6,141	504			\$1,446.85	0.054%
5145-017-044	Mandinach Gary M Tr	214	12,505	12,244			\$3,277.04	0.123%

5133-013-007	Manglani Mohan K & Ramesh K/ E A	30	3,615	3,420			\$821.90	0.031%
5133-013-008	Manglani Mohan K & Ramesh K/ E A	50	6,011	8,550			\$1,413.08	0.053%
5133-015-018	Manshoory E S M S L L C	100	12,960	7,300			\$1,846.70	0.069%
5145-017-021	Mansoury & Sons Realty L L C	50	6,882	20,400			\$1,760.11	0.066%
5132-022-042	Maple & Griffith Props L L C	246	14,118	8,444			\$2,382.83	0.089%
5145-016-030	Maple Associates	50	6,534	13,100			\$2,002.77	0.075%
5145-011-014	Maple Building Llc Et Al	212	6,268	6,303			\$2,051.24	0.077%
5133-020-017	Maple Grand Plaza L L C	207	10,830	17,464			\$2,267.51	0.085%
5133-020-018	Maple Grand Plaza L L C	48	6,480	-			\$787.81	0.029%
5145-027-016	Maple Tower Fashion Mart L L C	102	15,504	149,688			\$7,055.01	0.264%
5145-017-009	Maple Union L L C	60	8,624	26,100			\$2,203.95	0.082%
5145-017-040	Maple Union L L C	187	7,535	21,728			\$2,430.04	0.091%
5145-020-048	Maple-Griffith Properties L L C	457	46,866	81,067	343		\$166,508.73	6.225%
5145-003-064	Marina Michael & Jonathan	3	104	890			\$42.66	0.002%
5145-010-030	Markoff Investments L L C	80	21,104	18,392			\$4,404.14	0.165%
5145-010-033	Markoff Investments L L C	77	6,664	6,333			\$1,599.69	0.060%
5145-010-014	Markoff Jay C T R	77	7,797	1,625			\$1,728.04	0.065%
5145-010-027	Markoff Jay C T R	240	15,507	117,674			\$5,610.87	0.210%
5145-021-008	Mars Building G P	50	7,013	14,000			\$1,680.94	0.063%
5145-021-025	Mars Building G P	175	6,808	6,230			\$2,003.84	0.075%
5145-021-012	Marsch Nakamura T R	50	7,492	22,500			\$2,411.81	0.090%
5133-010-001	Martayan John & Marineh Trust	195	9,496	8,680			\$2,604.54	0.097%
5145-003-043	Martinez Alexis D	3	104	660			\$38.97	0.001%
5133-023-001	Massachi Family Trust	220	11,979	11,000			\$4,019.54	0.150%
5145-027-033	Mast Associates L L C	239	14,217	10,896			\$4,622.22	0.173%
5145-003-031	Mc Kail Rick	3	104	660			\$38.97	0.001%
5145-003-055	Mc Nair Patricia A	3	104	660			\$38.97	0.001%
5132-026-028	Merco Group 1500 Griffith Avenue	49	6,665	-			\$809.35	0.030%
5132-026-030	Merco Group 1500 Griffith Avenue	139	523	-			\$412.14	0.015%
5145-011-015	Meruelo Wall Street L L C	1,453	90,169	95,000			\$23,388.14	0.874%
5145-021-028	Metro Santee One L L C	206	8,630	29,654			\$3,557.67	0.133%
5133-021-006	Mey 16Th Street L L C	50	5,314	4,925			\$849.42	0.032%
5133-021-007	Mey 16Th Street L L C	50	6,141	6,084			\$975.56	0.036%
5132-026-006	Miller Brent S & Brian L/ T R	33	3,310	2,640			\$518.60	0.019%
5139-016-026	Mills Bernice D T R	80	12,667	8,613			\$2,728.47	0.102%
5145-021-027	Mirlak Corp	184	6,969	6,948			\$2,079.23	0.078%
5133-017-003	Mobasser Amir H	39	3,702	6,840			\$927.36	0.035%
5145-003-012	Mohilef Properties L P	44	7,056	31,296			\$1,943.11	0.073%

5145-008-005	Mohilef Properties L P	40	5,183	-			\$1,088.00	0.041%
5145-008-006	Mohilef Properties L P	40	5,183	9,280			\$1,236.99	0.046%
5145-008-007	Mohilef Properties L P	40	5,227	7,080			\$1,209.59	0.045%
5145-008-008	Mohilef Properties L P	40	5,227	5,280			\$1,180.69	0.044%
5145-008-009	Mohilef Properties L P	40	5,270	-			\$1,103.66	0.041%
5145-008-010	Mohilef Properties L P	40	5,357	-			\$1,119.32	0.042%
5145-008-011	Mohilef Properties L P	40	5,440	-			\$1,134.26	0.042%
5145-008-012	Mohilef Properties L P	176	5,440	5,440			\$1,748.79	0.065%
5145-008-013	Mohilef Properties L P	216	10,715	10,880			\$2,940.69	0.110%
5145-008-014	Mohilef Properties L P	40	5,227	-			\$1,095.92	0.041%
5145-008-015	Mohilef Properties L P	40	5,140	-			\$1,080.26	0.040%
5139-027-017	Monaco Cal U S A	208	9,191	8,120			\$2,591.05	0.097%
5145-003-079	Montealegre Hector F	3	104	660			\$38.97	0.001%
5133-011-013	Moussouros Family Trust	46	6,229	5,290			\$1,384.47	0.052%
5133-011-015	Moussouros Family Trust	182	6,490	6,412			\$1,976.65	0.074%
5145-009-009	N & M Enterprises L P	45	5,924	8,394			\$1,375.53	0.051%
5145-013-014	N K Properties L L C	65	9,230	8,704			\$2,053.12	0.077%
5145-007-006	N P S Investments L L C	42	5,040	1,000			\$1,086.07	0.041%
5131-001-046	Naiman Eighteenth Street Partnership	384	33,759	27,500			\$5,432.08	0.203%
5131-001-049	Naiman Eighteenth Street Partnership	96	8,167	5,420			\$1,278.10	0.048%
5133-017-004	Naimi Davoud E A	39	3,702	3,682			\$876.66	0.033%
5145-020-005	Nam Raymond S & Joann S	191	7,405	15,229			\$2,317.80	0.087%
5133-019-005	Nasseri Farshideh Co Trust	48	7,187	5,382			\$1,566.14	0.059%
5144-016-044	National City Towers L L C	342	10,367	118,162			\$5,088.89	0.190%
5145-016-022	Nazco Equities L L C	237	14,287	70,700			\$5,829.80	0.218%
5139-003-006	Needleman Steve T R	100	15,889	150,996			\$5,671.93	0.212%
5139-013-014	Needleman Steve T R	201	22,782	240,678			\$8,744.04	0.327%
5144-016-051	Needleman Steve T R	223	9,280	104,052			\$4,205.41	0.157%
5144-016-053	Needleman Steve T R	69	11,385	-			\$2,316.78	0.087%
5144-016-055	Needleman Steve T R	50	8,250	-			\$1,678.83	0.063%
5144-016-056	Needleman Steve T R	150	24,000	-			\$4,901.49	0.183%
5144-016-059	Needleman Steve T R	253	15,800	183,880			\$6,776.95	0.253%
5144-016-060	Needleman Steve T R	138	22,494	98,096			\$6,158.82	0.230%
5144-016-061	Needleman Steve T R	50	9,780	106,560			\$3,665.06	0.137%
5144-016-062	Needleman Steve T R	50	8,150	540			\$1,669.50	0.062%
5144-016-064	Needleman Steve T R	50	8,137	96,850			\$3,213.42	0.120%
5144-016-066	Needleman Steve T R	50	8,211	64,604			\$2,709.03	0.101%
5145-003-006	Needleman Steve T R	21	1,698	-			\$387.05	0.014%

5145-003-007	Needleman Steve T R	21	2,482	378			\$534.24	0.020%
5145-003-008	Needleman Steve T R	66	4,486	-			\$1,063.33	0.040%
5145-003-011	Needleman Steve T R	136	20,298	-			\$4,180.85	0.156%
5145-014-001	Needleman Steve T R	197	9,365	83,520			\$3,790.28	0.142%
5145-010-034	Nehorayan Fred T R	182	8,319	7,610			\$2,325.11	0.087%
5131-001-024	Nejathaim David	50	4,095	1,437			\$599.91	0.022%
5132-026-036	Neman Property	925	90,400	59,610			\$13,778.50	0.515%
5145-003-042	Nemeth Joanna R	3	104	1,010			\$44.59	0.002%
5145-027-039	New Alley Center	107	16,050	15,515			\$4,509.82	0.169%
5133-016-011	New Concepts I I L P	50	7,230	5,880			\$1,589.63	0.059%
5133-016-009	New Concepts I L P	50	7,230	6,076			\$1,592.78	0.060%
5133-013-012	Newman, Alan & A Living Trust	238	14,897	1,125			\$3,622.12	0.135%
5145-003-069	Ngai Carina	3	104	670			\$39.13	0.001%
5139-014-004	Nima Accessories Inc	220	11,194	11,200			\$3,047.55	0.114%
5144-016-073	Noodleman Howard & Janice Johnson	8	261	1,640			\$102.93	0.004%
5133-012-014	Norman Family Limited Ptnshp	235	13,503	18,042			\$3,631.17	0.136%
5145-003-084	Novak Marcos	3	104	1,040			\$45.07	0.002%
5133-016-006	Nudelman Miriam & Israel T R	48	7,280	7,050			\$1,609.66	0.060%
5133-014-011	Oh Family 2008 Trust	191	7,274	6,853			\$1,482.83	0.055%
5133-017-008	Olivas Elavio & Victoria	48	6,815	6,815			\$1,522.19	0.057%
5133-016-004	Olodort Abram S & Adele T R	83	12,850	10,660			\$2,805.90	0.105%
5139-015-028	Olympic Building L T D	48	8,189	99,192			\$3,252.63	0.122%
5139-015-031	Olympic Building L T D	90	13,503				\$2,779.43	0.104%
5139-015-032	Olympic Building L T D	150	22,520	-			\$4,635.08	0.173%
5139-015-033	Olympic Building L T D	-	6,316	-			\$1,136.89	0.043%
5139-015-034	Olympic Building L T D	35	8,058	-			\$1,586.12	0.059%
5139-015-035	Olympic Building L T D	55	2,134	-			\$597.32	0.022%
5145-007-015	Orchid Land L L C	84	9,670	9,266			\$2,214.99	0.083%
5131-001-020	Oshio Yukari	100	8,319	1,169			\$1,152.15	0.043%
5145-015-003	Ourelco Inc	75	3,049	5,825			\$933.07	0.035%
5132-020-033	Oxbridge Investment Co L L C	40	6,360	4,216			\$905.48	0.034%
5145-013-020	Oxford Capital L L C	211	11,064	9,975			\$2,969.60	0.111%
5145-016-002	Oxford Capital L L C	246	15,115	13,457			\$4,913.35	0.184%
5132-026-033	P J & A Sica Ltd	68	6,743	4,221			\$1,017.13	0.038%
5139-027-015	Pak Chung H & Soon H	320	25,569	20,430			\$6,170.90	0.231%
5133-018-012	Pappas John H & Emily G Trust	48	7,187	6,175			\$1,578.87	0.059%
5133-007-001	Park Ki Hong & Byung Park	185	7,500	15,096			\$2,309.51	0.086%
5139-016-007	Park, Gil S & Jum K T R	120	16,800	12,726			\$3,693.50	0.138%

5133-015-001	Park, Kyung W & Seung S	241	13,920	12,000			\$3,632.49	0.136%
5133-015-003	Park, Sang P	48	6,969	6,432			\$1,543.76	0.058%
5144-016-057	Parness Maer E & Walter D	56	9,240	-			\$1,880.29	0.070%
5145-027-021	Paul & Marilyn Gould Inc	262	15,855	121,592			\$7,331.45	0.274%
5145-017-017	Peykar Moussa T R	194	8,058	8,613			\$2,340.75	0.088%
5145-017-046	Peykar Moussa T R	80	11,086	10,400			\$2,472.58	0.092%
5145-026-003	Peykar Moussa T R	50	7,492	14,000			\$1,396.75	0.052%
5145-026-038	Peykar Moussa T R	294	21,109	17,487			\$3,546.02	0.133%
5145-027-018	Peykar Moussa T R	47	7,050	20,025			\$2,246.23	0.084%
5145-027-019	Peykar Moussa T R	234	13,500	38,880			\$4,995.60	0.187%
5145-027-020	Peykar Moussa T R	94	12,408	57,084			\$4,445.51	0.166%
5145-027-029	Peykar Moussa T R	262	15,703	43,782			\$5,733.49	0.214%
5145-027-042	Peykar Moussa T R	50	7,492	6,500			\$2,090.49	0.078%
5145-020-021	Phan Manh V	50	7,100	7,000	50		\$24,158.80	0.903%
5145-003-044	Phoung Paul	3	104	640			\$38.65	0.001%
5145-027-044	Pico Co L L C	318	25,979	29,959			\$8,084.45	0.302%
5133-010-002	Pico Main 14Th Place Llc	95	9,496	-			\$2,077.55	0.078%
5133-011-003	Pico Main Property	47	6,400	6,345			\$1,436.07	0.054%
5133-011-006	Pico Main Property	47	6,400	6,345			\$1,436.07	0.054%
5133-011-007	Pico Main Property	47	6,345	6,345			\$1,426.17	0.053%
5133-011-008	Pico Main Property	47	6,359	19,440			\$1,638.93	0.061%
5133-011-010	Pico Main Property	47	6,345	6,345			\$1,426.17	0.053%
5133-011-017	Pico Main Property	47	6,359	6,768			\$1,435.48	0.054%
5133-018-006	Pico Maple Building	48	7,187	6,912			\$1,590.71	0.059%
5133-018-020	Pico Maple Building	50	4,000	4,176			\$1,240.92	0.046%
5133-018-021	Pico Maple Building	50	4,000	7,488			\$1,307.43	0.049%
5133-012-001	Piliguian Levon M & Zarouhi	50	6,751	6,633			\$1,515.50	0.057%
5131-001-048	Pivo Ray B Trust	167	13,468	9,296			\$2,142.00	0.080%
5127-002-004	Platt Arthur & Family Trust	40	5,401	2,840			\$758.06	0.028%
5127-002-017	Platt Arthur & Family Trust	80	10,715	8,160			\$1,595.79	0.060%
5127-002-018	Platt Arthur & Family Trust	85	11,586	10,112			\$1,767.66	0.066%
5133-011-011	Pourshalimi T R	47	6,345	6,345			\$1,426.17	0.053%
5127-022-018	Power 26 Dev Group Llc	294	18,295	15,528			\$3,187.70	0.119%
5145-003-060	Preece Kay E	3	104	1,010			\$44.59	0.002%
5145-026-012	Provisor Ronald E Trustee	50	7,492	6,750			\$1,137.78	0.043%
5133-021-028	R & I 16Th St L L C	110	10,675	6,700			\$1,616.92	0.060%
5145-021-005	R & M Investment Company	50	7,000	7,000			\$1,566.21	0.059%
5139-016-019	R H M Development Inc	205	8,407	8,470			\$2,443.91	0.091%

5132-026-035	R J S Enterprises Co	100	10,018	14,700			\$1,809.57	0.068%
5132-026-019	Rad, Javanshir S & Ivy L	50	5,009	2,580			\$734.40	0.027%
5132-026-034	Rad, Javanshir S & Ivy L	75	7,500	3,813			\$1,098.18	0.041%
5132-026-038	Rad, Javanshir S & Ivy L	100	10,019	9,500			\$1,623.93	0.061%
5133-012-003	Radin Robert B Etal	277	19,166	26,146			\$4,943.44	0.185%
5133-012-008	Radin Robert B/ T R	50	6,751	6,468			\$1,512.85	0.057%
5145-003-040	Ragland James B & Mercy P	3	104	890			\$42.66	0.002%
5145-003-072	Reddy Sudham	3	104	1,010			\$44.59	0.002%
5145-010-025	Reisman Karl & Hedy T R	50	6,751	13,300			\$1,622.54	0.061%
5145-020-001	Remeny Family Real Estate L L C	70	8,058	13,840			\$1,944.00	0.073%
5145-020-038	Remeny Family Real Estate L L C	54	6,516	6,520			\$1,486.89	0.056%
5145-021-004	Reuben T R	50	7,013	7,000			\$1,568.55	0.059%
5132-022-029	Rich Living Tr	48	7,187	-			\$860.26	0.032%
5132-022-030	Rich Living Tr	198	7,187	-			\$1,247.18	0.047%
5145-003-066	Rocha Ricardo E	3	104	1,010			\$44.59	0.002%
5144-016-076	Roles Peter	8	261	1,640			\$102.93	0.004%
5145-028-003	Roman Catholic Archbishop of L A	316	23,479	24,362			\$5,842.32	0.218%
5145-028-017	Roman Catholic Archbishop of L A	488	49,658	11,132			\$11,008.90	0.412%
5145-028-018	Roman Catholic Archbishop Of L A	418	32,066	39,233			\$10,144.96	0.379%
5145-003-003	Roseman Edith T R	42	4,399	7,548			\$1,075.82	0.040%
5145-010-015	Rosenberg Marvin T R	176	7,710	46,200			\$2,811.80	0.105%
5145-020-035	Rosenberg Marvin T R	55	7,361	50,664	42		\$21,575.66	0.807%
5139-027-012	Roxbury Advisors L L C	268	15,333	42,892			\$4,487.46	0.168%
5145-017-020	Roxy Zipper Co Inc	50	6,650	5,000			\$1,471.10	0.055%
5133-012-002	Russell Keitham Trust Etal	230	12,806	12,825			\$3,402.57	0.127%
5145-011-004	S & G Mohilef S T R	250	11,979	12,015			\$3,318.23	0.124%
5145-004-033	S C F G Inc	44	6,028	12,056			\$786.67	0.029%
5145-004-034	S C F G Inc	1,401	154,638	259,383			\$20,165.45	0.754%
5133-016-005	S R R Investment Group L L C	48	6,969	6,815			\$1,549.91	0.058%
5145-002-002	S W A Acquisitions Ltd	281	58,413	192,170			\$14,688.97	0.549%
5145-010-026	Saeedian,Nasser Tr Et Al	50	7,013	6,950			\$1,567.75	0.059%
5148-021-017	Saeeds & Grands Inc	243	14,958	11,599			\$3,820.64	0.143%
5145-001-013	Safir L L C	116	18,096	81,200			\$5,010.63	0.187%
5133-018-011	Sagrsta Maria T T R	48	7,187	7,200			\$1,595.33	0.060%
5145-017-033	Sahab Kamran	200	8,407	8,260			\$2,421.16	0.091%
5133-016-007	Sakhai, Michael	50	7,195	6,815			\$1,598.34	0.060%
5145-013-001	Sale Sam & June T Etal	63	9,016	7,951			\$1,994.76	0.075%
5145-013-003	Sale Sam & June T Etal	53	6,795	10,400			\$1,595.53	0.060%

5145-014-007	Sale Sam & June T Etal	69	8,189	15,260			\$1,986.50	0.074%
5145-003-037	Salimi Katayoon C	3	104	660			\$38.97	0.001%
5133-020-015	Sallan	366	31,188	24,947			\$5,031.00	0.188%
5148-022-011	Samko General Partnership	1,420	186,000	366,824			\$44,874.07	1.678%
5145-026-011	San Julian Collection L L C	200	7,500	14,900			\$1,816.64	0.068%
5145-010-016	San Julian L L C	80	12,480	41,023			\$3,215.15	0.120%
5145-026-005	San Julian Mart L L C	210	9,016	7,100			\$1,719.17	0.064%
5145-009-026	San Pedro & San Julian Inv L L C	80	11,194	13,300			\$2,538.58	0.095%
5145-003-048	Sandoval Jesus R Jr	3	104	1,010			\$44.59	0.002%
5145-020-049	Santee Alley Properties L L C	150	21,901	19,954	150		\$72,593.57	2.714%
5145-003-014	Santee Court Phase I I I Condo L	3	104	1,180			\$47.32	0.002%
5145-003-015	Santee Court Phase I I I Condo L	3	104	1,180			\$47.32	0.002%
5145-003-033	Santee Court Phase I I I Condo L	3	104	670			\$39.13	0.001%
5145-003-041	Santee Court Phase I I I Condo L	3	104	1,370			\$50.37	0.002%
5145-003-047	Santee Court Phase I I I Condo L	3	104	1,370			\$50.37	0.002%
5133-017-011	Santee Enterprises	143	22,139	22,010			\$4,892.74	0.183%
5145-027-001	Santee Fashion Mart L L C	210	9,016	108,000			\$5,238.75	0.196%
5145-020-014	Santee Galleria Associates	200	8,250	49,500	60		\$30,418.43	1.137%
5145-021-024	Santee Garment Center L L C	150	22,545	18,000			\$6,257.22	0.234%
5133-018-015	Santee Investment Group L L C	245	14,250	12,350			\$3,713.01	0.139%
5133-018-001	Santee Pico Plaza L L C	245	14,244	27,540			\$4,991.15	0.187%
5145-020-029	Santee Street Associates L L C	51	7,187	-	-	-	\$1,491.36	0.056%
5145-020-056	Santee Street Associates L L C	100	18,100	5,565			\$4,748.13	0.178%
5145-029-001	Santee Village Partners L L C	0.88	166.07	56,099			\$933.98	0.035%
5145-029-002	Santee Village Partners L L C	0.88	166.07	40,120			\$677.43	0.025%
5145-029-009	Santee Village Partners L L C	0.88	166.07	10,383			\$200.00	0.007%
5145-029-010	Santee Village Partners L L C	0.88	166.07	13,411			\$248.62	0.009%
5145-029-011	Santee Village Partners L L C	0.88	166.07	11,951			\$225.18	0.008%
5145-029-012	Santee Village Partners L L C	0.88	166.07	8,430			\$168.65	0.006%
5145-029-013	Santee Village Partners L L C	0.88	166.07	620			\$43.26	0.002%
5145-029-014	Santee Village Partners L L C	0.88	166.07	580			\$42.62	0.002%
5145-029-015	Santee Village Partners L L C	0.88	166.07	1,080			\$50.64	0.002%
5145-029-016	Santee Village Partners L L C	0.88	166.07	630			\$43.42	0.002%
5145-029-017	Santee Village Partners L L C	0.88	166.07	860			\$47.11	0.002%
5145-029-018	Santee Village Partners L L C	0.88	166.07	740			\$45.18	0.002%
5145-029-019	Santee Village Partners L L C	0.88	166.07	770			\$45.67	0.002%
5145-029-020	Santee Village Partners L L C	0.88	166.07	960			\$48.72	0.002%
5145-029-021	Santee Village Partners L L C	0.88	166.07	1,060			\$50.32	0.002%

5145-029-022	Santee Village Partners L L C	0.88	166.07	770			\$45.67	0.002%
5145-029-023	Santee Village Partners L L C	0.88	166.07	650			\$43.74	0.002%
5145-029-024	Santee Village Partners L L C	0.88	166.07	650			\$43.74	0.002%
5145-029-025	Santee Village Partners L L C	0.88	166.07	630			\$43.42	0.002%
5145-029-026	Santee Village Partners L L C	0.88	166.07	750			\$45.35	0.002%
5145-029-027	Santee Village Partners L L C	0.88	166.07	860			\$47.11	0.002%
5145-029-028	Santee Village Partners L L C	0.88	166.07	740			\$45.18	0.002%
5145-029-029	Santee Village Partners L L C	0.88	166.07	770			\$45.67	0.002%
5145-029-030	Santee Village Partners L L C	0.88	166.07	960			\$48.72	0.002%
5145-029-031	Santee Village Partners L L C	0.88	166.07	1,050			\$50.16	0.002%
5145-029-032	Santee Village Partners L L C	0.88	166.07	790			\$45.99	0.002%
5145-029-033	Santee Village Partners L L C	0.88	166.07	650			\$43.74	0.002%
5145-029-034	Santee Village Partners L L C	0.88	166.07	650			\$43.74	0.002%
5145-029-035	Santee Village Partners L L C	0.88	166.07	630			\$43.42	0.002%
5145-029-036	Santee Village Partners L L C	0.88	166.07	750			\$45.35	0.002%
5145-029-037	Santee Village Partners L L C	0.88	166.07	860			\$47.11	0.002%
5145-029-038	Santee Village Partners L L C	0.88	166.07	740			\$45.18	0.002%
5145-029-039	Santee Village Partners L L C	0.88	166.07	770			\$45.67	0.002%
5145-029-040	Santee Village Partners L L C	0.88	166.07	960			\$48.72	0.002%
5145-029-041	Santee Village Partners L L C	0.88	166.07	1,050			\$50.16	0.002%
5145-029-042	Santee Village Partners L L C	0.88	166.07	790			\$45.99	0.002%
5145-029-043	Santee Village Partners L L C	0.88	166.07	650			\$43.74	0.002%
5145-029-044	Santee Village Partners L L C	0.88	166.07	650			\$43.74	0.002%
5145-029-045	Santee Village Partners L L C	0.88	166.07	630			\$43.42	0.002%
5145-029-046	Santee Village Partners L L C	0.88	166.07	750			\$45.35	0.002%
5145-029-047	Santee Village Partners L L C	0.88	166.07	860			\$47.11	0.002%
5145-029-048	Santee Village Partners L L C	0.88	166.07	740			\$45.18	0.002%
5145-029-049	Santee Village Partners L L C	0.88	166.07	770			\$45.67	0.002%
5145-029-050	Santee Village Partners L L C	0.88	166.07	960			\$48.72	0.002%
5145-029-051	Santee Village Partners L L C	0.88	166.07	1,050			\$50.16	0.002%
5145-029-052	Santee Village Partners L L C	0.88	166.07	790			\$45.99	0.002%
5145-029-053	Santee Village Partners L L C	0.88	166.07	650			\$43.74	0.002%
5145-029-054	Santee Village Partners L L C	0.88	166.07	650			\$43.74	0.002%
5145-029-055	Santee Village Partners L L C	0.88	166.07	630			\$43.42	0.002%
5145-029-056	Santee Village Partners L L C	0.88	166.07	750			\$45.35	0.002%
5145-029-057	Santee Village Partners L L C	0.88	166.07	860			\$47.11	0.002%
5145-029-058	Santee Village Partners L L C	0.88	166.07	740			\$45.18	0.002%
5145-029-059	Santee Village Partners L L C	0.88	166.07	770			\$45.67	0.002%

5145-029-060	Santee Village Partners L L C	0.88	166.07	940			\$48.40	0.002%
5145-029-061	Santee Village Partners L L C	0.88	166.07	1,050			\$50.16	0.002%
5145-029-062	Santee Village Partners L L C	0.88	166.07	770			\$45.67	0.002%
5145-029-063	Santee Village Partners L L C	0.88	166.07	650			\$43.74	0.002%
5145-029-064	Santee Village Partners L L C	0.88	166.07	650			\$43.74	0.002%
5145-029-065	Santee Village Partners L L C	0.88	166.07	630			\$43.42	0.002%
5145-029-066	Santee Village Partners L L C	0.88	166.07	750			\$45.35	0.002%
5145-029-067	Santee Village Partners L L C	0.88	166.07	860			\$47.11	0.002%
5145-029-068	Santee Village Partners L L C	0.88	166.07	740			\$45.18	0.002%
5145-029-069	Santee Village Partners L L C	0.88	166.07	770			\$45.67	0.002%
5145-029-070	Santee Village Partners L L C	0.88	166.07	940			\$48.40	0.002%
5145-029-071	Santee Village Partners L L C	0.88	166.07	1,050			\$50.16	0.002%
5145-029-072	Santee Village Partners L L C	0.88	166.07	790			\$45.99	0.002%
5145-029-073	Santee Village Partners L L C	0.88	166.07	650			\$43.74	0.002%
5145-029-074	Santee Village Partners L L C	0.88	166.07	650			\$43.74	0.002%
5145-029-075	Santee Village Partners L L C	0.88	166.07	630			\$43.42	0.002%
5145-029-076	Santee Village Partners L L C	0.88	166.07	750			\$45.35	0.002%
5145-029-077	Santee Village Partners L L C	0.88	166.07	860			\$47.11	0.002%
5145-029-078	Santee Village Partners L L C	0.88	166.07	750			\$45.35	0.002%
5145-029-079	Santee Village Partners L L C	0.88	166.07	770			\$45.67	0.002%
5145-029-080	Santee Village Partners L L C	0.88	166.07	940			\$48.40	0.002%
5145-029-081	Santee Village Partners L L C	0.88	166.07	1,050			\$50.16	0.002%
5145-029-082	Santee Village Partners L L C	0.88	166.07	790			\$45.99	0.002%
5145-029-083	Santee Village Partners L L C	0.88	166.07	650			\$43.74	0.002%
5145-029-084	Santee Village Partners L L C	0.88	166.07	650			\$43.74	0.002%
5145-029-085	Santee Village Partners L L C	0.88	166.07	630			\$43.42	0.002%
5145-029-086	Santee Village Partners L L C	0.88	166.07	750			\$45.35	0.002%
5145-029-087	Santee Village Partners L L C	0.88	166.07	860			\$47.11	0.002%
5145-029-088	Santee Village Partners L L C	0.88	166.07	750			\$45.35	0.002%
5145-029-089	Santee Village Partners L L C	0.88	166.07	770			\$45.67	0.002%
5145-029-090	Santee Village Partners L L C	0.88	166.07	960			\$48.72	0.002%
5145-029-091	Santee Village Partners L L C	0.88	166.07	1,060			\$50.32	0.002%
5145-029-092	Santee Village Partners L L C	0.88	166.07	790			\$45.99	0.002%
5145-029-093	Santee Village Partners L L C	0.88	166.07	650			\$43.74	0.002%
5145-029-094	Santee Village Partners L L C	0.88	166.07	650			\$43.74	0.002%
5145-029-095	Santee Village Partners L L C	0.88	166.07	630			\$43.42	0.002%
5145-029-096	Santee Village Partners L L C	0.88	166.07	750			\$45.35	0.002%
5145-029-097	Santee Village Partners L L C	0.88	166.07	860			\$47.11	0.002%
5145-029-098	Santee Village Partners L L C	0.88	166.07	750			\$45.35	0.002%

5145-029-099	Santee Village Partners L L C	0.88	166.07	770			\$45.67	0.002%
5145-029-100	Santee Village Partners L L C	0.88	166.07	960			\$48.72	0.002%
5145-029-101	Santee Village Partners L L C	0.88	166.07	1,060			\$50.32	0.002%
5145-029-102	Santee Village Partners L L C	0.88	166.07	790			\$45.99	0.002%
5145-029-103	Santee Village Partners L L C	0.88	166.07	650			\$43.74	0.002%
5145-029-104	Santee Village Partners L L C	0.88	166.07	650			\$43.74	0.002%
5145-029-105	Santee Village Partners L L C	0.88	166.07	630			\$43.42	0.002%
5145-029-106	Santee Village Partners L L C	0.88	166.07	750			\$45.35	0.002%
5145-029-107	Santee Village Partners L L C	0.88	166.07	1,760			\$61.56	0.002%
5145-029-108	Santee Village Partners L L C	0.88	166.07	6,600			\$139.27	0.005%
5145-029-110	Santee Village Partners L L C	0.88	166.07	940			\$48.40	0.002%
5145-029-111	Santee Village Partners L L C	0.88	166.07	810			\$46.31	0.002%
5145-029-112	Santee Village Partners L L C	0.88	166.07	880			\$47.43	0.002%
5145-029-113	Santee Village Partners L L C	0.88	166.07	880			\$47.43	0.002%
5145-029-114	Santee Village Partners L L C	0.88	166.07	910			\$47.91	0.002%
5145-029-115	Santee Village Partners L L C	0.88	166.07	880			\$47.43	0.002%
5145-029-116	Santee Village Partners L L C	0.88	166.07	860			\$47.11	0.002%
5145-029-117	Santee Village Partners L L C	0.88	166.07	810			\$46.31	0.002%
5145-029-118	Santee Village Partners L L C	0.88	166.07	940			\$48.40	0.002%
5145-029-119	Santee Village Partners L L C	0.88	166.07	810			\$46.31	0.002%
5145-029-120	Santee Village Partners L L C	0.88	166.07	880			\$47.43	0.002%
5145-029-121	Santee Village Partners L L C	0.88	166.07	880			\$47.43	0.002%
5145-029-122	Santee Village Partners L L C	0.88	166.07	910			\$47.91	0.002%
5145-029-123	Santee Village Partners L L C	0.88	166.07	880			\$47.43	0.002%
5145-029-124	Santee Village Partners L L C	0.88	166.07	860			\$47.11	0.002%
5145-029-125	Santee Village Partners L L C	0.88	166.07	810			\$46.31	0.002%
5145-029-126	Santee Village Partners L L C	0.88	166.07	960			\$48.72	0.002%
5145-029-127	Santee Village Partners L L C	0.88	166.07	810			\$46.31	0.002%
5145-029-128	Santee Village Partners L L C	0.88	166.07	880			\$47.43	0.002%
5145-029-129	Santee Village Partners L L C	0.88	166.07	880			\$47.43	0.002%
5145-029-130	Santee Village Partners L L C	0.88	166.07	910			\$47.91	0.002%
5145-029-131	Santee Village Partners L L C	0.88	166.07	880			\$47.43	0.002%
5145-029-132	Santee Village Partners L L C	0.88	166.07	860			\$47.11	0.002%
5145-029-133	Santee Village Partners L L C	0.88	166.07	800			\$46.15	0.002%
5145-029-134	Santee Village Partners L L C	0.88	166.07	960			\$48.72	0.002%
5145-029-135	Santee Village Partners L L C	0.88	166.07	810			\$46.31	0.002%
5145-029-136	Santee Village Partners L L C	0.88	166.07	880			\$47.43	0.002%
5145-029-137	Santee Village Partners L L C	0.88	166.07	880			\$47.43	0.002%
5145-029-138	Santee Village Partners L L C	0.88	166.07	910			\$47.91	0.002%

5145-029-139	Santee Village Partners L L C	0.88	166.07	880			\$47.43	0.002%
5145-029-140	Santee Village Partners L L C	0.88	166.07	860			\$47.11	0.002%
5145-029-141	Santee Village Partners L L C	0.88	166.07	800			\$46.15	0.002%
5145-029-142	Santee Village Partners L L C	0.88	166.07	940			\$48.40	0.002%
5145-029-143	Santee Village Partners L L C	0.88	166.07	810			\$46.31	0.002%
5145-029-144	Santee Village Partners L L C	0.88	166.07	880			\$47.43	0.002%
5145-029-145	Santee Village Partners L L C	0.88	166.07	880			\$47.43	0.002%
5145-029-146	Santee Village Partners L L C	0.88	166.07	910			\$47.91	0.002%
5145-029-147	Santee Village Partners L L C	0.88	166.07	880			\$47.43	0.002%
5145-029-148	Santee Village Partners L L C	0.88	166.07	860			\$47.11	0.002%
5145-029-149	Santee Village Partners L L C	0.88	166.07	800			\$46.15	0.002%
5145-029-150	Santee Village Partners L L C	0.88	166.07	940			\$48.40	0.002%
5145-029-151	Santee Village Partners L L C	0.88	166.07	810			\$46.31	0.002%
5145-029-152	Santee Village Partners L L C	0.88	166.07	880			\$47.43	0.002%
5145-029-153	Santee Village Partners L L C	0.88	166.07	880			\$47.43	0.002%
5145-029-154	Santee Village Partners L L C	0.88	166.07	910			\$47.91	0.002%
5145-029-155	Santee Village Partners L L C	0.88	166.07	880			\$47.43	0.002%
5145-029-156	Santee Village Partners L L C	0.88	166.07	860			\$47.11	0.002%
5145-029-157	Santee Village Partners L L C	0.88	166.07	1,580			\$58.67	0.002%
5145-029-158	Santee Village Partners L L C	0.88	166.07	5,430			\$120.48	0.005%
5145-029-159	Santee Village Partners L L C	0.88	166.07	940			\$48.40	0.002%
5145-029-160	Santee Village Partners L L C	0.88	166.07	1,020			\$49.68	0.002%
5145-029-161	Santee Village Partners L L C	0.88	166.07	790			\$45.99	0.002%
5145-029-162	Santee Village Partners L L C	0.88	166.07	850			\$46.95	0.002%
5145-029-163	Santee Village Partners L L C	0.88	166.07	1,150			\$51.77	0.002%
5145-029-164	Santee Village Partners L L C	0.88	166.07	1,010			\$49.52	0.002%
5145-029-165	Santee Village Partners L L C	0.88	166.07	790			\$45.99	0.002%
5145-029-166	Santee Village Partners L L C	0.88	166.07	990			\$49.20	0.002%
5145-029-167	Santee Village Partners L L C	0.88	166.07	940			\$48.40	0.002%
5145-029-168	Santee Village Partners L L C	0.88	166.07	1,020			\$49.68	0.002%
5145-029-169	Santee Village Partners L L C	0.88	166.07	800			\$46.15	0.002%
5145-029-170	Santee Village Partners L L C	0.88	166.07	850			\$46.95	0.002%
5145-029-171	Santee Village Partners L L C	0.88	166.07	1,150			\$51.77	0.002%
5145-029-172	Santee Village Partners L L C	0.88	166.07	1,010			\$49.52	0.002%
5145-029-173	Santee Village Partners L L C	0.88	166.07	790			\$45.99	0.002%
5145-029-174	Santee Village Partners L L C	0.88	166.07	990			\$49.20	0.002%
5145-029-175	Santee Village Partners L L C	0.88	166.07	940			\$48.40	0.002%
5145-029-176	Santee Village Partners L L C	0.88	166.07	1,020			\$49.68	0.002%
5145-029-177	Santee Village Partners L L C	0.88	166.07	800			\$46.15	0.002%

5145-029-178	Santee Village Partners L L C	0.88	166.07	850			\$46.95	0.002%
5145-029-179	Santee Village Partners L L C	0.88	166.07	1,150			\$51.77	0.002%
5145-029-180	Santee Village Partners L L C	0.88	166.07	1,010			\$49.52	0.002%
5145-029-181	Santee Village Partners L L C	0.88	166.07	790			\$45.99	0.002%
5145-029-182	Santee Village Partners L L C	0.88	166.07	990			\$49.20	0.002%
5145-029-183	Santee Village Partners L L C	0.88	166.07	940			\$48.40	0.002%
5145-029-184	Santee Village Partners L L C	0.88	166.07	1,020			\$49.68	0.002%
5145-029-185	Santee Village Partners L L C	0.88	166.07	790			\$45.99	0.002%
5145-029-186	Santee Village Partners L L C	0.88	166.07	850			\$46.95	0.002%
5145-029-187	Santee Village Partners L L C	0.88	166.07	1,150			\$51.77	0.002%
5145-029-188	Santee Village Partners L L C	0.88	166.07	1,010			\$49.52	0.002%
5145-029-189	Santee Village Partners L L C	0.88	166.07	790			\$45.99	0.002%
5145-029-190	Santee Village Partners L L C	0.88	166.07	990			\$49.20	0.002%
5145-029-191	Santee Village Partners L L C	0.88	166.07	940			\$48.40	0.002%
5145-029-192	Santee Village Partners L L C	0.88	166.07	1,020			\$49.68	0.002%
5145-029-193	Santee Village Partners L L C	0.88	166.07	800			\$46.15	0.002%
5145-029-194	Santee Village Partners L L C	0.88	166.07	850			\$46.95	0.002%
5145-029-195	Santee Village Partners L L C	0.88	166.07	1,150			\$51.77	0.002%
5145-029-196	Santee Village Partners L L C	0.88	166.07	1,010			\$49.52	0.002%
5145-029-197	Santee Village Partners L L C	0.88	166.07	790			\$45.99	0.002%
5145-029-198	Santee Village Partners L L C	0.88	166.07	990			\$49.20	0.002%
5145-029-199	Santee Village Partners L L C	0.88	166.07	940			\$48.40	0.002%
5145-029-200	Santee Village Partners L L C	0.88	166.07	1,020			\$49.68	0.002%
5145-029-201	Santee Village Partners L L C	0.88	166.07	940			\$48.40	0.002%
5145-029-202	Santee Village Partners L L C	0.88	166.07	850			\$46.95	0.002%
5145-029-203	Santee Village Partners L L C	0.88	166.07	1,150			\$51.77	0.002%
5145-029-204	Santee Village Partners L L C	0.88	166.07	1,010			\$49.52	0.002%
5145-029-205	Santee Village Partners L L C	0.88	166.07	790			\$45.99	0.002%
5145-029-206	Santee Village Partners L L C	0.88	166.07	990			\$49.20	0.002%
5145-029-207	Santee Village Partners L L C	0.88	166.07	940			\$48.40	0.002%
5145-029-208	Santee Village Partners L L C	0.88	166.07	1,020			\$49.68	0.002%
5145-029-209	Santee Village Partners L L C	0.88	166.07	940			\$48.40	0.002%
5145-029-210	Santee Village Partners L L C	0.88	166.07	850			\$46.95	0.002%
5145-029-211	Santee Village Partners L L C	0.88	166.07	1,150			\$51.77	0.002%
5145-029-212	Santee Village Partners L L C	0.88	166.07	1,010			\$49.52	0.002%
5145-029-213	Santee Village Partners L L C	0.88	166.07	790			\$45.99	0.002%
5145-029-214	Santee Village Partners L L C	0.88	166.07	990			\$49.20	0.002%
5145-029-215	Santee Village Partners L L C	0.88	166.07	940			\$48.40	0.002%
5145-029-216	Santee Village Partners L L C	0.88	166.07	1,020			\$49.68	0.002%

5145-029-217	Santee Village Partners L L C	0.88	166.07	780			\$45.83	0.002%
5145-029-218	Santee Village Partners L L C	0.88	166.07	850			\$46.95	0.002%
5145-029-219	Santee Village Partners L L C	0.88	166.07	1,150			\$51.77	0.002%
5145-029-220	Santee Village Partners L L C	0.88	166.07	1,010			\$49.52	0.002%
5145-029-221	Santee Village Partners L L C	0.88	166.07	790			\$45.99	0.002%
5145-029-222	Santee Village Partners L L C	0.88	166.07	990			\$49.20	0.002%
5145-029-223	Santee Village Partners L L C	0.88	166.07	940			\$48.40	0.002%
5145-029-224	Santee Village Partners L L C	0.88	166.07	1,030			\$49.84	0.002%
5145-029-225	Santee Village Partners L L C	0.88	166.07	780			\$45.83	0.002%
5145-029-226	Santee Village Partners L L C	0.88	166.07	850			\$46.95	0.002%
5145-029-227	Santee Village Partners L L C	0.88	166.07	1,150			\$51.77	0.002%
5145-029-228	Santee Village Partners L L C	0.88	166.07	1,010			\$49.52	0.002%
5145-029-229	Santee Village Partners L L C	0.88	166.07	790			\$45.99	0.002%
5145-029-230	Santee Village Partners L L C	0.88	166.07	990			\$49.20	0.002%
5145-029-231	Santee Village Partners L L C	0.88	166.07	1,590			\$58.83	0.002%
5145-003-045	Santonil Roderick L	3	104	670			\$39.13	0.001%
5127-020-001	Sav Mor Leather Supply	49	7,230	6,222			\$1,089.50	0.041%
5145-010-002	Sayaco Partnership	42	5,250	5,027			\$1,188.52	0.044%
5139-016-012	Seeley Hobbs Trust	141	3,354	3,282			\$1,202.99	0.045%
5144-015-054	Senator Apartments L T D Ptshp	92	8,916	28,904			\$2,425.57	0.091%
5133-013-009	Seven Seas Jobbers Inc	170	6,011	-			\$1,740.97	0.065%
5145-010-004	Shadnaris L L C	41	4,791	5,535			\$1,110.18	0.042%
5145-010-005	Shadnaris L L C	41	4,835	6,435			\$1,132.55	0.042%
5148-021-003	Shakerchi Heskell & Muriel T R	40	4,704	9,176			\$1,149.10	0.043%
5148-023-018	Shakib Kamran S	289	14,760	10,985			\$3,953.46	0.148%
5145-013-007	Shane John T R	32	3,310	640			\$730.12	0.027%
5145-013-010	Shane John T R	14	1,306	-			\$289.35	0.011%
5145-013-008	Shane John T R	28	2,831	-			\$618.12	0.023%
5145-013-009	Shane John T R	40	3,920	-			\$860.66	0.032%
5145-013-013	Shane John T R	50	4,965	-			\$1,087.52	0.041%
5139-002-008	Shaoulian Ari & Iris	50	4,487	6,157			\$1,100.34	0.041%
5145-014-005	Shekina Management L L C	55	7,405	28,600			\$2,005.28	0.075%
5133-029-003	Shin Family Trust	43	6,318	4,602			\$922.70	0.034%
5132-020-030	Shin Helton H & Celine	40	6,337	4,216			\$903.12	0.034%
5132-021-001	Shin Helton H & Celine	40	6,332	4,216			\$902.61	0.034%
5145-012-009	Shoomer Limited Partnership	50	5,009	8,380			\$1,229.99	0.046%
5145-012-026	Shoomer Limited Partnership	654	46,617	174,917			\$13,734.57	0.513%
5144-016-075	Shultz Paul	8	261	1,640			\$102.93	0.004%

5145-020-033	Sieroty Co Inc	50	7,100	26,400	50		\$24,548.39	0.918%
5148-021-016	Sierra R & E Holdings L L C	60	8,489	42,350			\$2,440.54	0.091%
5145-013-006	Simanian,Mayer And Mitra Trs	51	5,140'	20,970			\$1,459.58	0.055%
5139-002-007	Simonian Carl	120	2,700	2,550			\$992.11	0.037%
5148-022-014	Siyamak Ahl	50	6,229	6,150			\$1,413.79	0.053%
5131-001-023	Soo I & Bong Kim	49	4,116	3,283			\$665.43	0.025%
5133-019-004	Soroudi T R E A	245	14,244	14,000			\$3,738.42	0.140%
5133-011-019	Sorowdi,Behnam Co Tr Et Al	247	16,460	13,856			\$4,142.75	0.155%
5144-015-038	Spring & Main Property L L C	48	5,183	19,800			\$1,436.90	0.054%
5144-015-041	Spring & Main Property L L C	60	6,054	70,140			\$2,448.41	0.092%
5144-015-042	Spring & Main Property L L C	31	3,623	5,670			\$863.34	0.032%
5144-015-045	Spring & Main Property L L C	46	4,704	-			\$1,025.04	0.038%
5144-015-050	Spring & Main Property L L C	45	5,401	-			\$1,146.62	0.043%
5144-015-018	Spring Street Plaza L L C	255	15,420	-			\$3,764.10	0.141%
5144-015-019	Spring Street Plaza L L C	50	7,753	-			\$1,589.37	0.059%
5144-015-020	Spring Street Plaza L L C	50	7,753	-			\$1,589.37	0.059%
5144-015-021	Spring Street Plaza L L C	50	7,753	-			\$1,589.37	0.059%
5145-016-035	St John Land Co	50	6,764	4,050			\$1,873.91	0.070%
5145-016-037	St John Land Co	50	6,764	3,145			\$1,855.73	0.069%
5145-016-038	St John Land Co	100	13,773	7,225			\$3,786.57	0.142%
5145-016-040	St John Land Co	50	7,235	-			\$1,900.87	0.071%
5145-016-042	St John Land Co	290	17,445	8,255			\$5,555.19	0.208%
5145-016-051	St John Land Co	150	20,333	6,128			\$5,510.21	0.206%
5133-018-016	Stark Richard & Mildred	40	3,833	2,280			\$881.61	0.033%
5133-018-017	Stark Richard & Mildred	158	5,270	5,280			\$1,645.85	0.062%
5133-018-018	Stark Richard & Mildred	48	7,187	6,816			\$1,589.17	0.059%
5133-018-019	Stark Richard & Mildred	48	4,586	4,841			\$1,089.27	0.041%
5133-016-001	Stein Properties L P	240	13,764	10,418			\$3,575.13	0.134%
5133-018-010	Stein Properties L P	48	7,187	5,640			\$1,570.29	0.059%
5145-026-037	Stephens,Gordon Jr Co-Tr Etal	222	12,828	12,121			\$4,246.75	0.159%
5133-013-001	Storm Paulette T R	191	7,143	6,120			\$2,124.39	0.079%
5145-011-001	Sultanova Ludmila	164	8,240	15,408			\$2,366.31	0.088%
5132-027-027	Syoun Madadshahi N Co Trust	75	7,497	3,942			\$1,102.48	0.041%
5145-016-014	System Capital Real Property Cor	50	7,230	4,366			\$1,987.40	0.074%
5144-015-028	System Property Development Co	51	3,876	-			\$895.38	0.033%
5144-015-029	System Property Development Co	46	3,659	-			\$836.94	0.031%
5144-015-030	System Property Development Co	102	8,799	-			\$1,979.22	0.074%
5144-015-048	System Property Development Co	50	4,791	-			\$1,056.20	0.039%

5144-015-049	System Property Development Co	50	4,660	-			\$1,032.62	0.039%
5144-015-051	System Property Development Co	46	3,702	-			\$844.68	0.032%
5145-013-012	Tabariai Ebby	54	8,842	37,746			\$2,406.91	0.090%
5145-003-086	Taheri Afshin S	3	104	1,550			\$53.26	0.002%
5144-015-022	Talassazan Bahrn & Rachel	50	7,750	36,382			\$2,172.94	0.081%
5139-002-017	Tarina Tarantino Mgmt L L C	40	3,615	23,800			\$1,187.87	0.044%
5133-021-009	Termechi Behruz & Mahnaz	50	6,621	5,000			\$986.02	0.037%
5133-021-023	Termechi Behruz & Mahnaz	50	6,163	3,550			\$887.30	0.033%
8940-382-599	The Woo Family Trust	447	51,910	36,000			\$4,504.03	0.168%
5145-003-078	Thompson Trampas A	3	104	1,010			\$44.59	0.002%
5145-016-052	Tiferet L L C	187	9,530	7,421			\$3,227.92	0.121%
5145-016-047	Tikva Group L L C	50	6,751	6,750			\$1,925.14	0.072%
5145-003-026	Tippmann Joseph-D	3	104	640			\$38.65	0.001%
5145-003-051	Tran Son David H	3	104	670			\$39.13	0.001%
5145-016-050	Triple S Limited Partnership	113	15,877	13,249	-	-	\$4,453.02	0.166%
5145-003-053	Turner Eric J	3	104	1,370			\$50.37	0.002%
5145-028-009	Two 27 Pico L L C	50	7,500	9,550			\$2,153.58	0.081%
5132-021-016	Unitex Industries Inc	477	52,577	36,721			\$7,929.60	0.296%
5132-021-029	Unitex Industries Inc	372	33,193	24,023			\$5,218.93	0.195%
5145-003-063	Us Bank Lxs 2007-15N	3	104	670			\$39.13	0.001%
5132-020-028	V M Industrial Properties	40	6,320	4,117			\$897.84	0.034%
5144-015-033	Van Nuys Preservation	326	26,266	267,890			\$10,292.60	0.385%
5145-003-036	Van Wingerde Fabian J	3	104	1,010			\$44.59	0.002%
5131-001-019	Velasco Jesus	50	4,138	1,868			\$619.72	0.023%
5145-003-038	Velasquez John Jr	3	104	640			\$38.65	0.001%
5127-022-019	Victor Lee	206	11,325	5,103			\$1,874.12	0.070%
5132-022-041	W & A Fleisher	102	14,505	9,634			\$2,093.55	0.078%
5133-024-004	Wachtel Halina T R	470	27,540	18,360			\$8,931.99	0.334%
5145-017-011	Walch Stanley M	50	7,143	-			\$1,479.57	0.055%
5145-017-012	Walch Stanley M	50	7,143	-			\$1,479.57	0.055%
5145-017-013	Walch Stanley M	50	7,187	-			\$1,487.49	0.056%
5145-017-014	Wall Street 26	50	7,187	21,750			\$1,836.69	0.069%
5145-017-034	Wall Street Real Estate Holdings	80	11,204	18,950			\$2,631.09	0.098%
5145-017-018	Wall Street Textile Inc	50	6,650	18,525			\$1,688.25	0.063%
5145-003-027	Washington J E Jr Living Trust	3	104	670			\$39.13	0.001%
5145-026-004	Wats L L C	50	7,492	5,575			\$1,095.81	0.041%
5131-001-018	Webb Trevor	50	4,138	2,080			\$627.29	0.023%
5132-021-025	Weissman Investments L L C	80	12,719	10,590			\$1,887.94	0.071%

5145-007-008	Wells Fargo Bk Tr Et Al	70	8,407	-			\$1,784.62	0.067%
5145-007-010	Wells Fargo Bk Tr Et Al	28	3,005	-			\$649.44	0.024%
5145-007-011	Wells Fargo Bk Tr Et Al	42	4,617	-			\$993.87	0.037%
5139-003-005	Wescott Christian Ctr	150	23,871	93,783			\$6,383.96	0.239%
5148-022-010	West Coast Building	225	12,500	18,584			\$3,420.57	0.128%
5133-006-002	West Trading Co	34	4,224	4,318			\$674.77	0.025%
5127-001-008	Westhollywoodproperties	351	52,707	58,879			\$8,409.39	0.314%
5133-008-003	Whang John & Wendy E A	60	7,492	-			\$1,581.15	0.059%
5133-008-004	Whang John & Wendy E A	185	7,492	7,500			\$2,186.11	0.082%
5133-008-001	Whang, John & Joseph	200	9,365	12,675			\$2,664.49	0.100%
5133-008-002	Whang, John & Joseph	45	5,619	5,670			\$1,276.90	0.048%
5133-009-006	Whang, John & Joseph	51	7,830	7,497			\$1,727.47	0.065%
5145-017-015	White Building L L C	50	7,230	7,200			\$1,610.82	0.060%
5145-017-016	White Building L L C	217	11,151	33,264			\$3,382.42	0.126%
5133-021-003	Winter Abraham & Esther T R	254	14,984	10,604			\$2,569.36	0.096%
5133-021-024	Winter Abraham & Esther T R	48	7,426	4,320			\$1,039.06	0.039%
5133-021-027	Winter Abraham & Esther T R	221	13,080	12,408			\$2,353.58	0.088%
5132-022-037	Wright Ronald	189	7,187	5,960			\$1,436.86	0.054%
5132-026-031	Wright, Ronaldtr	66	6,708	6,468			\$1,088.65	0.041%
5133-014-013	Yadegaran Trust	264	17,363	23,010			\$3,282.07	0.123%
5145-004-029	Yadidi Family Ltd Ptshp	42	5,250	10,416			\$692.43	0.026%
5133-011-014	Yager Abbott & Mildred Tr	182	6,359	5,405			\$1,936.91	0.072%
5133-017-007	Yagerabbott&Mildredtr	48	4,791	4,496			\$1,419.72	0.053%
5131-001-026	Yaghoubieh	50	4,051	1,318			\$591.16	0.022%
5145-001-014	Yaghounbil, Fred	205	7,750	13,950			\$2,413.64	0.090%
5148-025-025	Yankee Hotel L P	281	18,860	46,846			\$5,236.20	0.196%
5145-026-006	Yeshova Farzad	50	7,500	7,425			\$2,110.91	0.079%
5145-026-007	Yeshova Farzad	46	6,751	6,900			\$1,909.16	0.071%
5145-021-016	Youabian,Nejat Co Tr Et Al	50	7,515	6,450			\$2,094.78	0.078%
5133-018-013	Younessi Parvin Trust	48	7,187	7,200			\$1,595.33	0.060%
5145-003-070	Young Janelle L	3	104	890			\$42.66	0.002%
	Total Non-Government Assessments						\$2,429,765.90	90.839%
	Total CALTRANS						\$23,080.10	0.863%
	Total LACMTA						\$50,000.84	1.869%
	Total LACityFireStation						\$1,760.42	0.066%
	Total LACityDeptofWater&Power						\$72,281.90	2.702%
	Total LAUSD						\$97,903.87	3.660%
	Total Government Assessments						\$245,027.13	9.161%
	Total All Assessments						\$2,674,793.03	100.000%

APPENDIX A

STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein.

All titles or subtitles appearing herein have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Contract shall be construed according to its fair meaning and not strictly for or against the CITY or the CONTRACTOR. The word "CONTRACTOR" or "CONSULTANT" herein and in any amendments hereto includes the party or parties identified in the Contract wherein this Appendix is incorporated by reference; the singular shall include the plural; if there shall be more than one CONTRACTOR/CONSULTANT herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several; use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. Number of Originals.

The number of original texts of this Contract shall be equal to the number of the parties hereto, one text being retained by each party.

PSC-3. Applicable Law, Interpretation and Enforcement.

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the CITY including but not limited to laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Contract shall be enforced and interpreted under the laws of the State of California. CONTRACTOR/CONSULTANT shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Contract.

If any part, term or provision of this Contract shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Contract, the validity of the remaining parts, terms or provisions of the Contract shall not be affected thereby.

PSC-4. Time of Effectiveness.

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of the **CONTRACTOR/CONSULTANT** by the person or persons authorized to bind the **CONTRACTOR/CONSULTANT** hereto;
- B. This Contract has been approved by the **CITY'S** Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form;
- D. This Contract has been signed on behalf of the **CITY** by the person designated to so sign by the **CITY'S** Council or by the board, officer or employee authorized to enter into this Contract.

PSC-5. Integrated Contract.

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in paragraph PSC-6 hereof.

PSC-6. Amendment.

All amendments hereto shall be in writing and signed by the persons authorized to bind the parties thereto.

PSC-7. Excusable Delays.

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires, floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

PSC-8. Breach.

Except for excusable delays as described in PSC-7, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any

representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

PSC-9. Waiver.

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-10. Independent CONTRACTOR/CONSULTANT.

The CONTRACTOR/CONSULTANT is acting hereunder as an independent contractor and not as an agent or employee of the CITY. The CONTRACTOR/CONSULTANT shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the CITY.

PSC-11. Prohibition Against Assignment or Delegation.

The CONTRACTOR/CONSULTANT may not, unless it has first obtained the written permission of the CITY;

- A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

PSC-12. Permits.

The CONTRACTOR/CONSULTANT and its officers, agents and employees shall obtain and maintain all licenses, permits, certifications and other documents necessary for the CONTRACTOR'S/CONSULTANT'S performance hereunder and shall pay any fees required therefor. CONTRACTOR/CONSULTANT certifies to immediately notify the CITY of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

PSC-13. Nondiscrimination and Affirmative Action.

The CONTRACTOR/CONSULTANT shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the CITY. In performing this Contract, the

CONTRACTOR/CONSULTANT shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. The **CONTRACTOR/CONSULTANT** shall comply with the provisions of the Los Angeles Administrative Code Sections 10.8 through 10.13, to the extent applicable hereto. The **CONTRACTOR/CONSULTANT** shall also comply with all rules, regulations, and policies of the **CITY'S** Board of Public Works, Office of Contract Compliance relating to nondiscrimination and affirmative action, including the filing of all forms required by said Office. Any subcontract entered into by the **CONTRACTOR/CONSULTANT** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph. Failure of the **CONTRACTOR/CONSULTANT** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject the **CONTRACTOR/CONSULTANT** to the imposition of any and all sanctions allowed by law, including but not limited to termination of the **CONTRACTOR/CONSULTANT'S** contract with the **CITY**.

PSC-14. Claims for Labor and Materials.

The **CONTRACTOR/CONSULTANT** shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible matter produced by the **CONTRACTOR/CONSULTANT** hereunder), against the **CONTRACTOR'S/CONSULTANT'S** rights to payments hereunder, or against the **CITY**, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required.

The **CONTRACTOR/CONSULTANT** represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the **CITY'S** Business Tax Ordinance (Article 1, Chapter 2, sections 21.00 and following, of the Los Angeles Municipal Code). For the term covered by this Contract, the **CONTRACTOR/CONSULTANT** shall maintain, or obtain as necessary, all such Certificates required of it under said ordinance and shall not allow any such Certificate to be revoked or suspended.

PSC-16. Bonds.

Duplicate copies of all bonds which may be required hereunder shall conform to **CITY** requirements established by Charter, ordinance or policy and shall be filed with

the Office of the City Attorney for its review in accordance with Los Angeles Administrative Code Sections 11.47 through 11.56.

PSC-17. Indemnification.

Except for the active negligence or willful misconduct of CITY, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, **CONTRACTOR/CONSULTANT** undertakes and agrees to defend, indemnify and hold harmless CITY and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S/CONSULTANT'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by the **CONTRACTOR/CONSULTANT** or its **SUBCONTRACTORS** of any tier. The provisions of this paragraph survive expiration or termination of this Contract.

PSC-18. Insurance.

A. **General Conditions**

During the term of this Contract and without limiting **CONTRACTOR'S/CONSULTANT'S** indemnification of the CITY, **CONTRACTOR/CONSULTANT** shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by **CONTRACTOR/CONSULTANT** but not less than the amounts and types listed on the Insurance Requirements Sheet (Form Gen 146/IR in Exhibit 1 hereto, covering its operations hereunder. Such insurance shall conform to CITY requirements established by Charter, ordinance or policy, shall comply with the instructions set forth on Form General 133 and with the conditions set forth on the applicable City Special Endorsement form(s), copies of which are included in Exhibit 1, and shall otherwise be in a form acceptable to the City Attorney. Specifically, such insurance shall: 1) protect CITY as an Insured or an Additional Interest Party, or a Loss Payee As Its Interests May Appear, respectively, when such status is appropriate and available depending on the nature of the applicable coverages; 2) provide CITY at least thirty (30) days advance written notice of cancellation, material reduction in coverage or reduction in limits when such change is made at the option of the insurer; and 3) be primary with respect to CITY'S insurance program. Except when CITY is a named

insured, **CONTRACTOR'S/CONSULTANT'S** insurance is not expected to respond to claims which may arise from the acts or omissions of the **CITY**.

B. Modification of Coverage

CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving **CONTRACTOR/CONSULTANT** ninety (90) days advance written notice of such change. If such change should result in substantial additional cost to the **CONTRACTOR/CONSULTANT**, **CITY** agrees to negotiate additional compensation proportional to the increased benefit to **CITY**.

C. Failure to Procure Insurance

All required insurance must be submitted and approved by the City Attorney prior to the inception of any operations or tenancy by **CONTRACTOR/CONSULTANT**. The required coverages and limits are subject to availability on the open market at reasonable cost as determined by **CITY**. Non-availability or non-affordability must be documented by a letter from **CONTRACTOR'S/CONSULTANT'S** insurance broker or agent indicating a good faith effort to place the required insurance and showing as a minimum the names of the insurance carriers and the declinations or quotations received from each.

Within the foregoing constraints, **CONTRACTOR'S/CONSULTANT'S** failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which **CITY** may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect **CITY'S** interests and pay any and all premiums in connection therewith and recover all monies so paid from **CONTRACTOR/CONSULTANT**.

D. Worker's Compensation

By signing this Contract, **CONTRACTOR/CONSULTANT** hereby certifies that it is aware of the provisions of Section 3700 et seq., of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all such times as they may apply during the performance of the work pursuant to this Contract.

A Waiver of Subrogation in favor of CITY will be required when work is performed on CITY premises under hazardous conditions.

PSC-19. Child Support Assignment Orders.

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code. Pursuant to this Ordinance, **CONTRACTOR/CONSULTANT** certifies that it will (1) fully comply with all State and Federal employment reporting requirements applicable to Child Support Assignment Orders; (2) that the principal owner(s) of **CONTRACTOR/CONSULTANT** are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (3) fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code section 5230, *et seq.*; and (4) maintain such compliance throughout the term of this Contract. Pursuant to Section 10.10.b of the Los Angeles Administrative Code, failure of **CONTRACTOR/CONSULTANT** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment or the failure of any principal owner(s) of **CONTRACTOR/CONSULTANT** to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally shall constitute a default by the **CONTRACTOR/CONSULTANT** under the terms of this Contract, subjecting this Contract to termination where such failure shall continue for more than ninety (90) days after notice of such failure to **CONTRACTOR/CONSULTANT** by CITY. Any subcontract entered into by the **CONTRACTOR/CONSULTANT** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph and shall incorporate the provisions of the Child Support Assignment Orders Ordinance. Failure of the **CONTRACTOR/CONSULTANT** to obtain compliance of its subcontractors shall constitute a default by the **CONTRACTOR/CONSULTANT** under the terms of this Contract, subjecting this Contract to termination where such failure shall continue for more than ninety (90) days after notice of such failure to **CONTRACTOR/CONSULTANT** by the CITY.

CONTRACTOR/CONSULTANT shall comply with the Child Support Compliance Act of 1998 of the State of California Employment Development Department. **CONTRACTOR/CONSULTANT** assures that to the best of its knowledge it is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in subdivision (1) of the Public Contract Code 7110.

PSC-20. Living Wage Ordinance and Service Contractor Worker Retention Ordinance.

- A. Unless otherwise exempt in accordance with the provisions of these Ordinance, this Contract is subject to the applicable provisions of the Living Wage Ordinance (LWO) Section 10.37 et. seq. of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 et seq., of the Los Angeles Administrative Code, as amended from time to time. The Ordinances require the following:
1. **CONTRACTOR/CONSULTANT** assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of benefits as defined in the LWO.
 2. **CONTRACTOR/CONSULTANT** further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. **CONTRACTOR/CONSULTANT** shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. **CONTRACTOR/CONSULTANT** shall deliver the executed pledges from each such subcontractor to the **CITY** within ninety (90) days of the execution of the subcontract. **CONTRACTOR'S/CONSULTANT'S** delivery of executed pledges from each such subcontractor shall fully discharge the obligation of the **CONTRACTOR/CONSULTANT** with respect to such pledges and fully discharge the obligation of the **CONTRACTOR/CONSULTANT** to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
 3. The **CONTRACTOR/CONSULTANT**, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the **CITY** with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. **CONTRACTOR/CONSULTANT** shall post the Notice of Prohibition Against Retaliation provided by the **CITY**.

4. Any subcontract entered into by the **CONTRACTOR/CONSULTANT** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-20 and shall incorporate the provisions of the LWO and the SCWRO.
 5. **CONTRACTOR/CONSULTANT** shall comply with all rules, regulations and policies promulgated by the designated administrative agency which may be amended from time to time.
- B. Under the provisions of Section 10.36.3(c) and Section 10.37.5(c) of the Los Angeles Administrative Code, the **CITY** shall have the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if the **CITY** determines that the subject **CONTRACTOR/CONSULTANT** has violated provisions of either the LWO or the SCWRO or both.
- C. Where under the LWO Section 10.37. 6(d), the designated administrative agency has determined (a) that the **CONTRACTOR/CONSULTANT** is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the awarding authority in such circumstances may impound monies otherwise due the **CONTRACTOR/CONSULTANT** in accordance with the following procedures. Impoundment shall mean that from monies due the **CONTRACTOR/CONSULTANT**, the awarding authority may deduct the amount determined to be due and owing by the **CONTRACTOR/CONSULTANT** to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.8 (d) (3) and disposed of under procedures described therein through final and binding arbitration. Whether the **CONTRACTOR/CONSULTANT** is to continue work following an impoundment shall remain in the unfettered discretion of the awarding authority. The **CONTRACTOR/CONSULTANT** may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

Earned Income Tax Credit

This Contract is subject to the provisions of Section 10.37.4 of the Los Angeles Administrative Code, requiring employers to inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Tax Credit (EITC). Employers must further

make available to employees the forms required to secure advance EITC payments from employers.

PSC- 21. Americans with Disabilities Act.

The **CONTRACTOR/CONSULTANT** hereby certifies that it will comply with the Americans with Disabilities Act 42, U.S.C. Section 12101 et seq., and its implementing regulations. The **CONTRACTOR/CONSULTANT** will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. The **CONTRACTOR/CONSULTANT** will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by the **CONTRACTOR/CONSULTANT**, relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

PSC- 22. Retention of Records, Audit and Reports.

CONTRACTOR/CONSULTANT shall maintain records, including records of financial transactions, pertaining to the performance of this Contract, in their original form, in accordance with requirements prescribed by the **CITY**. These records shall be retained for a period of no less than three years following final payment made by the **CITY** hereunder or the expiration date of this contract, whichever occurs last. Said records shall be subject to examination and audit by authorized **CITY** personnel or by the **CITY**'s representative at any time during the term of this contract or within the three years following the final payment made by the **CITY** hereunder or the termination date of this contract, whichever occurs last. **CONTRACTOR/CONSULTANT** shall provide any reports requested by the **CITY** regarding performance of this Contract.

PSC-23. Discount Terms

CONTRACTOR/CONSULTANT agrees to offer the **CITY** any discount terms that are offered to its best customers for the goods and services to be provided hereunder and apply such discount to payments made under this Agreement which meet the discount terms.

PSC-24. Contractor Responsibility Ordinance

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of the Los Angeles Administrative Code, which requires **CONTRACTOR/CONSULTANT** to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously

provided if such change would affect **CONTRACTOR'S/CONSULTANT'S** fitness and ability to continue performing the contract. In accordance with the provisions of this Ordinance, by signing this Contract, **CONTRACTOR/CONSULTANT** pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. The **CONTRACTOR/CONSULTANT** further agrees to: 1) notify the awarding authority within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the **CONTRACTOR/CONSULTANT** is not in compliance with all applicable federal, state and local laws in performance of this contract; 2) notify the awarding authority within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the **CONTRACTOR/CONSULTANT** has violated the provisions of Section 10.40.3(a) of the Ordinance; 3) ensure that its subcontractor(s), as defined in the Ordinance, submit a Pledge of Compliance to awarding authorities; and 4) ensure that its subcontractor(s), as defined in the Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify Awarding Authorities within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Ordinance in performance of the subcontract.

PSC-25. Warranty and Responsibility of CONSULTANT/CONTRACTOR

CONSULTANT/CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S/CONSULTANT'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-26. Minority, Women, And Other Business Enterprise Outreach Program

CONTRACTOR/CONSULTANT agrees and obligates itself to utilize the services of Minority, Women and Other Business Enterprise firms on a level so designated in its proposal, if any. **CONTRACTOR/CONSULTANT** certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than \$100,000, if applicable. **CONTRACTOR/CONSULTANT** shall not change any of these designated subcontractors/subconsultants, nor shall **CONTRACTOR/CONSULTANT** reduce their level of effort, without prior written approval of the **CITY**, provided that such approval shall not be unreasonably withheld.

PSC-27. Ownership

Unless otherwise provided for herein, all documents, material, data, and reports originated and prepared by **CONTRACTOR/CONSULTANT** under this contract shall be and remain the property of the **CITY** for its use in any manner it deems appropriate. The provisions of this paragraph shall survive expiration or termination of this Contract.

PSC-28. Equal Benefits Ordinance.

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Contract is subject to the applicable provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

(1) During the performance of the Contract, the **CONTRACTOR/CONSULTANT** certifies and represents that the **CONTRACTOR/CONSULTANT** will comply with the EBO. The **CONTRACTOR/CONSULTANT** agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the **CITY** of Los Angeles, the **CONTRACTOR/CONSULTANT** will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Office of the City Administrative Officer, Contractor Enforcement Section at (213) 978-7650."

- (2) The failure of the **CONTRACTOR/CONSULTANT** to comply with the EBO will be deemed to be a material breach of the Contract by the Awarding Authority.
- (3) If the **CONTRACTOR/CONSULTANT** fails to comply with the EBO the Awarding Authority may cancel, terminate or suspend the Contract, in whole or in part, and all monies due or to become due under the contract may be retained by the **CITY**. The **CITY** may also pursue any and all other remedies at law or in equity for any breach.
- (4) Failure to comply with the EBO may be used as evidence against the **CONTRACTOR/CONSULTANT** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.

- (5) If the City Administrative Officer determines that a **CONTRACTOR/CONSULTANT** has set up or used its Contracting entity for the purpose of evading the intent of the EBO, the Awarding Authority may terminate the Contract on behalf of the **CITY**. Violation of this provision may be used as evidence against the **CONTRACTOR/CONSULTANT** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.

PSC 29 - Slavery Disclosure Ordinance

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as may be amended from time to time. **CONTRACTOR/CONSULTANT** certifies that it has complied with the applicable provisions of this Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.

**EXHIBIT 1
INSURANCE REQUIREMENTS**

(Share this information with your insurance agent or broker.)

PERSON TO CONTACT Direct all correspondence, questions, requests for additional forms, etc., to the contact person listed here or to the department that administers your contract, lease or permit:

CITY	AGENCY
ADDRESS	
TEL	FAX

GENERAL INFORMATION

- 1. Project ID** All submissions must identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and dollar amounts** specified on the Insurance Requirements Sheet (Form Gen. 146) included in your CITY documents.
- 2. When to submit** Normally, no work or occupancy may begin until a CITY Attorney insurance approval number has been obtained, so documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings but before construction commences.
- 3. Availability of Insurance** Coverages and limits are subject to availability on the open market at reasonable cost as determined by the CITY. For requirements to be relaxed or waived, your broker or agent must document non-availability or non-affordability in a letter to the CITY. It must show a good faith effort to place the required insurance, must list the names of the insurance carriers contacted and show the declinations or cost indications received from each.
- 4. Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed their financial statements.

ADMINISTRATIVE REQUIREMENTS

- 5. California Licensee** All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.
- 6. Aggregate Limits/Impairment** If any of the required insurance coverages contain annual aggregate limits, you must give the CITY written notice of any pending claim or lawsuit which may diminish the aggregate within thirty (30) days of knowledge of same. You must take steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage

EXHIBIT 1 - Cont.
INSURANCE REQUIREMENTS

required. No substantial reductions in scope of coverage which may affect CITY'S protection are allowed without CITY'S prior written consent.

7. **Signature** All submissions must bear the manual autograph in ink of a person with authority to bind coverage. Signatures which are rubber stamped, mechanically reproduced, initialed by others or photocopied are not acceptable.

POLICY CONDITIONS

8. **Additional Insured/Loss Payee** The CITY must be included as an additional insured in applicable liability policies to cover the CITY'S vicarious liability for the acts or omissions of the named insured. Such coverage is not expected to respond to the active negligence of the CITY. The CITY is to be named a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

9. **Notice of Cancellation** You agree contractually to maintain all required insurance in full force for the duration of your business with the CITY. By ordinance, all required insurance must provide at least 30 days' prior notice directly to the CITY by receipted delivery (certified mail, courier or in-person delivery) if your *insurance company* elects to cancel or reduce coverage prior to the policy expiration date. This also applies when the scope of coverage which affects the CITY'S interest is to be reduced or when the dollar limits of coverage are to be reduced for any reason except impairment of an aggregate limit due to prior claims. Submissions not meeting this requirement will be rejected.

10. **Primary Coverage** The coverage must be primary with respect to any insurance or self insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

11. **Separation of Insureds (Severability of Interest)** In construction contracts, the CITY must be able to retain its rights as a potential claimant as well as to be protected as an additional insured for vicarious liability to third party claimants except with respect to the insurance company's limits of liability.

PROCEDURES

12. **Acceptable Evidence and Approval** CITY Special Endorsement forms completed by your insurance company or its designee are the preferred form of evidence of insurance. (Note: The CITY forms are acceptable to the California Department of Insurance from any insurance carrier. They need not be re-filed by individual insurance companies.) Altered forms may not be accepted but the "Other Provisions" box on the CITY forms, may be used, as necessary, to provide pertinent information such as important exclusions, specific provisions or scheduled locations/equipment. Additional pages may be attached for this purpose, as well. If they are, make note of it in this box. An acceptable alternative to the Special Endorsement form is a certified copy of full insurance policy which contains a 30-day cancellation notice provision and additional-insured or loss-payee status, when appropriate, for the CITY. Binders and Cover Notes are also acceptable as interim evidence for up to 90 days. However, non-binding documents such as broker letters and Certificates of Insurance are not acceptable as stand-alone evidence of coverage. Certificates are acceptable for the following purposes: 1) supplemental information to accompany endorsements; renewals or extensions of coverage already on file with the CITY; 2) for the naming of third-party, additional insureds; 3) as an indication of compliance with statute, such as Workers' Compensation Law or the California Financial Responsibility Law for Automobile

EXHIBIT 1 - Cont.
INSURANCE REQUIREMENTS

Liability, 4) as proof of coverage beyond CITY requirements or which does not directly relate to the CITY'S interests.

13. **Renewal** When an existing policy is timely renewed, submit a renewal endorsement or a manually-signed Certificate of Insurance. However, if your policy number changes or you use a different underwriting company (Insurer) you must submit new evidence which meets the policy conditions listed in Sections 8 through 11 of this information sheet.

COVERAGE INFORMATION

14. **Dollar Limits** of required insurance are sometimes set by statute or ordinance. When there is no specific amount required by law, limits are based on the amount of risk to the CITY from the contractor, vendor or permittee's activities.

15. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third party claims which may arise out of your work or your presence on CITY premises. **Contractual liability** coverage is a required inclusion in this insurance. (See separate information sheet on the CITY'S SPARTA program as an optional source of low-cost insurance which meets all requirements.)

16. **Automobile Liability** insurance is required only where vehicles are used in performing the work of your Contract or where they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

17. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

18. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. **Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc.

19. **Property Insurance** is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Fire Legal Liability** is required for persons occupying a portion of CITY premises.

20. **Surety** coverage may be required to guarantee performance of work. A **Fidelity bond** may be required to handle CITY funds, high value property and under certain other conditions. **Specialty** coverages may be needed for certain operations.

**EXHIBIT 1
INSURANCE REQUIREMENTS**

Name: _____ Date: _____, 200__

Agreement/Reference: _____

Evidence of coverages checked off below which have as a minimum the limits shown must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSL"). Split limits may be substituted if the total per occurrence equals or exceeds the CSL amount.

Limits

_____ Workers' Compensation (Statutory Limit)/Employer's Liability \$ _____
 Waiver of Subrogation in favor of City

_____ General Liability \$ _____

<input type="checkbox"/> Premises and Operations	<input type="checkbox"/> Collapse & Underground
<input type="checkbox"/> Contractual Liability	<input type="checkbox"/> Products/Completed Operations
<input type="checkbox"/> Independent Contractors	<input type="checkbox"/> Fire Legal Liability
<input type="checkbox"/> _____	

_____ Automobile Liability (if vehicle is used for this contract, other than commuting to/from work) \$ _____

<input type="checkbox"/> Hired Automobiles	<input type="checkbox"/> Owned Automobiles
<input type="checkbox"/> Non-owned Automobiles	<input type="checkbox"/> _____

_____ Professional Liability (Errors and Omissions) \$ _____
 Discovery Period **12 MONTHS AFTER COMPLETION OF WORK OR FROM DATE OF TERMINATION OF THE AGREEMENT/ CONTRACT.**

_____ Property Insurance to cover value of bldg (as determined by city or insurance company)

<input type="checkbox"/> All Risk Coverage	<input type="checkbox"/> Boiler and Machinery	\$ _____
<input type="checkbox"/> Extended Coverage	<input type="checkbox"/> Debris Removal	\$ _____
<input type="checkbox"/> Flood	<input type="checkbox"/> _____	\$ _____
<input type="checkbox"/> Earthquake	<input type="checkbox"/> _____	\$ _____

_____ Pollution Liability \$ _____

_____ Fidelity Bond _____ Surety Bond \$ _____

_____ \$ _____
 _____ \$ _____

Notes: _____

Rev. 9/06

CITY OF LOS ANGELES**INSTRUCTIONS AND INFORMATION
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS**

(Share this information with your insurance agent or broker.)

1. **Agreement/Reference** All evidence of insurance must identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

2. **When to submit** Normally, no work may begin until an Office of the City Administrative Officer, Risk Management insurance approval number has been obtained, so documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

3. **Acceptable Evidence and Approval** An **Insurance Industry Certificate of Insurance (such as an ACORD Certificate)** containing a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee is the preferred form of evidence of insurance. If policy includes an automatic or blanket additional insured endorsement, the ACORD certificate must state the City is covered by this endorsement. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

Acceptable Alternatives to Insurance Industry Certificates of Insurance:

- A copy of the full insurance policy which contains a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) and additional insured and/or loss-payee status, when appropriate, for the CITY.
- **Binders and Cover Notes** are also acceptable as interim evidence for up to 90 days from date of approval.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law or the California Financial Responsibility Law for Automobile Liability.
- Professional Liability Insurance.

Completed **Insurance Industry Certificates of Insurance** can be sent electronically (CAO.insurance.bonds@lacity.org) or faxed to the Office of the City Administrative Officer, Risk Management ((213) 978-7615 or (213) 978-7616). Electronic submission is the preferred method of submitting your documents. Verification of approved insurance and bonds may be obtained by checking the Office of the City Administrative Officer, Risk Management, Insurance & Bonds Compliance System at <http://www.lacity.org/cao/risk/index.htm>.

EXHIBIT 1

4. **Renewal** When an existing policy is renewed, submit an Insurance Industry Certificate of Insurance or a renewal endorsement. If your policy number changes, you must submit a new Additional Insured Endorsement.

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review for approval of your program, you should complete and submit the Applicant's Declaration of Self Insurance form (<http://www.lacity.org/cao/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on CITY premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. (Information on two City insurance programs, the SPARTA program, an optional source of low-cost insurance which meets most minimum requirements, and PROMPT COVER, which provides liability coverage for short-term special events on CITY premises or streets, is available at www.2sparta.com, or by calling (800) 420-0555.)

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement form from www.lacity.org/cao/risk. A **Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the Insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of CONTRACTOR/CONSULTANT.

10. **Property Insurance** is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY-required bid, payment and performance surety bonds, please see the Bond Assistance Program Los Angeles at <http://www.imwis.com/citylosangeles.htm> or call (213) 327-0298 for more information.

**CITYWIDE BUSINESS IMPROVEMENT DISTRICT PROGRAM
NONPROFIT SERVICE PROVIDER AGREEMENTS
INSURANCE REQUIREMENTS**

EXHIBIT 1

Unless otherwise specified, Corporation/Consultant shall maintain limits no less than:

General Liability

General Liability Coverage of \$1,000,000 per occurrence is required. If commercial general liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit (i.e. \$2,000,000).

Directors and Officers Liability Coverage

Director and Officers Liability coverage with a minimum liability limit of \$500,000 is required.

Workers' Compensation Coverage

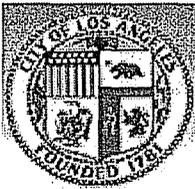
Workers' Compensation coverage with a minimum statutory liability limit of \$500,000 is required.

Note

The SPARTA Insurance Program may be appropriate for purposes of this Agreement. For additional information regarding the SPARTA Program, telephone (714) 550-5040 or (800) 420-0555. (Municipality Insurance Services, Inc. License No. 0C04849.)

The SPARTA Program provides commercial general liability, excess auto and professional liability coverage which is pre-approved by the City of Los Angeles and is available to general contractors, subcontractors, service providers, artisans, tradespersons and tenants of the City.

**LOS ANGELES CITY CLERK
ADMINISTRATIVE SERVICES DIVISION
SPECIAL ASSESSMENTS SECTION
BUSINESS IMPROVEMENT DISTRICT PROGRAM
200 NORTH SPRING STREET, ROOM 224
LOS ANGELES, CA 90012**



City of Los Angeles Risk Management Insurance and Bonds Compliance System

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ACCEPTED INSURANCE information for CAO Number: 612898

CAO No	612898	Matter Id	
Insured Name	Downtown L. A. Property Owners Association		
Dept ID	14	Dept Name	City Clerk
Acceptance Date	11/24/2008	Cancel Date	
Temp Date			
Description			

Other Name Type	Other Name
No other name found	

Coverage Type	General	Limits	\$1,000,000
Continuous	No	Carrier	Travelers Ins. Co.
Policy No	X660377X4674TIL08	Effective Date	12/01/2008
Waiver of subrogation		Expiration Date	12/01/2009

Documents submitted to the Office of the City Administrative Officer, Risk Management, are public records and will be available for public inspection and copying as required by law.

For questions, please call (213)978-7475 (Risk)
 Comments or suggestions? e-mail: [CAO Risk Management](mailto:CAO.RiskManagement@lacity.org)
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GENERAL LIABILITY SPECIAL ENDORSEMENT

SUBMIT IN DUPLICATE

FOR THE CITY OF LOS ANGELES

Form Gen 233 GL (Rev. 12/2003)

1. Endorsement No. 1

2. Issue Date (mm/dd/yy) 11-20-08

3. Producer
 Hoffman Brown Co
 5000 Van Noy Blvd
 Sherman Oaks CA 91403
 Telephone 818-986-8200

5. Policy Information
 Carrier: Travelers
 Policy No.: X660 377X 4674 TIL 08
 Policy Period: 12-1-08 to 12-1-09
 Coverage Trigger (Check one): Occurrence Claims Made
 Check if Loss Adjustment Expense is included in Limits

4. Named Insured
 Downtown L.A. Property Owners
 Assoc.
 110 E 9th St. #A1175
 Los Angeles CA 90079

6. Deductible Self-Insured Retention (check which) of \$ _____
 with a stop loss cap of \$ _____ applies to _____
 coverage. Per occurrence Per Claim

7. Availability. This insurance pertains to the operations and/or tenancy of the Named Insured under all written agreements and permits in force with the City of Los Angeles unless checked here in which case only the following specific agreements and permits with the City of Los Angeles are covered:
 City Agreement/Permit No.:

8. Type of Insurance

General Liability (Check one)
 Commercial General Liability
 Comprehensive Form (1973 Occurrence) _____ (Retroactive Date)

10. Other Provisions: (Description of operations, premises, vehicles, pertinent exclusions, names of other insureds, etc)

9. Coverages	Liability Limits in Thousands \$	
	Each Occurrence	Aggregate
<input checked="" type="checkbox"/> Premises/Operations	1,000	2,000
<input type="checkbox"/> Underground & Collapse Hazard		
<input checked="" type="checkbox"/> Products/Completed Operations	1,000	2,000
<input type="checkbox"/> Contractual		
<input type="checkbox"/> Independent		

11. Claims: Underwriter's representative for claims pursuant to this insurance.

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

- 12. Additional Insured.** The City of Los Angeles and its officers and employees are included as additional insureds with regard to liability and defense of suits arising from the operations and uses performed by or on behalf of the Named Insured.
- 13. Contribution Not Required.** The insurance program of the City of Los Angeles shall be excess of this insurance and shall not contribute with it.
- 14. Separation of Insureds.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the Company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
- 15. Cancellation Notice.** If the Company elects to cancel this insurance before the stated expiration date, or declines to renew in case of a continuous policy, or reduces the stated limits other than by impairment of an aggregate limit, the Company will, with respect to the City's interests, provide the City at least thirty (30) days prior written notice of such election. Notice will be made by receipted delivery addressed as follows: CAO Risk Management Insurance and Bonds, 200 North Main Street, Room 1240, City Hall East, Los Angeles, CA 90012. It is understood, however, that this notice to the City shall not affect the Company's right to give a lesser notice to the Named Insureds in the event of nonpayment of premium.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

Endorsement Holder

16. City Department/Bureau
 Los Angeles City Clerk
 Administrative Services Division
 Business Improvement District Programs
 200 N. Spring St, Room 24
 Los Angeles, CA 90012

17. Authorized Representative Broker/Agent Underwriter
 I Susan S Michael (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.
 Signature Susan S Michael
 (original signature required on copy furnished to CAO Risk Management)
 Telephone 318-808-1058 Date Signed 11-20-08

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
12/03/08

PRODUCER
818-986-8200
HOFFMAN BROWN COMPANY
5000 Van Nuys Blvd.
6th Floor
Sherman Oaks, CA 91403

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A Travelers Property & Casualty
COMPANY B The Hartford
COMPANY C National Union Fire
COMPANY D Oak River Insurance Company

INSURED
Downtown L.A. Property Owners Association
110 E. 9th St., Ste. A1175
Los Angeles CA 90079

COVERAGES

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	377X467408	12/01/08	12/01/09	GENERAL AGGREGATE \$ 2000000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 2000000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1000000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1000000
					FIRE DAMAGE (Any one fire) \$ 100000
					MED EXP (Any one person) \$ 5000
B	AUTOMOBILE LIABILITY	72UECGL6380	3/06/08	3/06/09	COMBINED SINGLE LIMIT \$ 1000000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
					AGGREGATE \$
C	EXCESS LIABILITY	15168027	12/01/08	12/01/09	EACH OCCURRENCE \$ 3000000
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$ 3000000
	<input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	2200009169	6/17/08	6/17/09	WC STATUTORY LIMITS OTH-ER
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL EACH ACCIDENT \$ 1000000
					EL DISEASE - POLICY LIMIT \$ 1000000
					EL DISEASE - EA EMPLOYEE \$ 1000000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
Proof of Coverage

10 Days notice of cancellation in the event of non-payment of premium

RECEIVED

DEC 04 2008

RECEIVED

DEC 04 2008

ADMIN SVCS

CERTIFICATE HOLDER

City Clerk's Office, Special Assessment Unit
200 N Spring St., Room 224
Los Angeles, CA 90012

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

[Signature]

Emelia Tso - Downtown L.A. Property Owners Assoc.

From: Lily Lee
To: Tso, Emelia
Date: 04/23/2008 1:44 PM
Subject: Downtown L.A. Property Owners Assoc.

Good afternoon,

This has been accepted, verification of acceptable insurance may be obtained by checking the Insurance & Bonds Compliance System of the City of Los Angeles, Office of the City Administrative Officer – Risk Management at <http://ibts.lacity.org>. If it is in the System, it's been accepted.

CAO Number 908385 may also be used to verify the insurance on the website.

PLEASE NOTE: It'll take about an hour to post on the website, due to fire walls and other security reasons, thank y

Lily J. Lee
City of Los Angeles
Office of the City Administrative Officer-
Risk Management
200 N. Main Street, Room 1240 CHE
Los Angeles, CA 90012
Stop 132
Tel: 213-978-7657 Fax: 213-978-7615
lily.lee@lacity.org

PRODUCER

HOFFMAN BROWN COMPANY
5000 Van Nuys Blvd.
6th Floor
Sherman Oaks, CA 91403

818-986-8200

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A U. S. Liability Ins. Co.

COMPANY B

COMPANY C

COMPANY D

INSURED

Downtown L.A. Property Owners Association
110 E. 9th St., Ste. A1175
Los Angeles CA 90079

COVERAGES

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$
	AUTOMOBILE LIABILITY <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 \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				WC STATUTORY LIMITS OTH-ER EL EACH ACCIDENT \$ EL DISEASE - POLICY LIMIT \$ EL DISEASE - EA EMPLOYEE \$
A	OTHER Directors & Officers	NDD1008941	4/19/08	4/19/09	\$5,000,000 Each Claim/Aggregat \$1,000 Retention Each Claim

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
Proof of Coverage

10 Days notice of cancellation in the event of non-payment of premium

CERTIFICATE HOLDER

City Clerk's Office, Special Assessment Unit
200 N Spring St., Room 224
Los Angeles, CA 90012

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

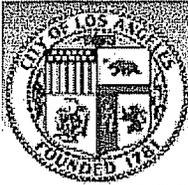
Emelia Tso - Downtown L.A. Property Owners Assn.

From: "Lily Gastelum" <lgastelum@hoffmanbrown.com>
To: <Emelia.Tso@lacity.org>
Date: 04/23/2008 1:24 PM
Subject: Downtown L.A. Property Owners Assn.

Please be advised that the Directors & Officers policy has been paid in full for the 08-09 policy term.

Lily Gastelum, CISR, CPIW
Hoffman Brown Company
5000 Van Nuys Blvd., 6th Floor
Sherman Oaks, CA 91403
Direct Dial: (818) 808-1058
Telephone: (818) 986-8200
Fax: (818) 986-8510
License # 0814758
E-mail: lgastelum@hoffmanbrown.com

Attention: This message is intended only for the individual, to whom it is addressed and may contain information, including attachments, that is confidential or privileged. If you are not the intended recipient, or the employee or person responsible for delivering it to the intended recipient, you are hereby notified that any dissemination, distribution, copying or use is strictly prohibited. If you have received this communication in error, please notify the sender and destroy or delete this communication immediately. Thank you



City of Los Angeles Risk Management Insurance and Bonds Compliance System

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ACCEPTED INSURANCE information for CAO Number: 908824

CAO No	908824	Matter Id	
Insured Name	Downtown L. A. Property Owners Association		
Dept ID	14	Dept Name	City Clerk
Acceptance Date	05/19/2008	Cancel Date	
Temp Date			
Desc			

Other Name Type	Other Name
No other name found	

Coverage Type	Work	Limits	\$1,000,000
Continuous	No	Carrier	National Liability & Fire Insurance
Policy No	22000009169 081	Effective Date	06/17/2008
Waiver of subrogation	Included	Expiration Date	06/17/2009

Documents submitted to the Office of the City Administrative Officer, Risk Management, are public records and will be available for public inspection and copying as required by law.

For questions, please call (213)978-7475 (Risk)

Comments or suggestions? e-mail: [CAO Risk Management](mailto:CAO.Risk.Management@lacity.org)

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WORKERS' COMPENSATION SPECIAL ENDORSEMENT

FOR THE CITY OF LOS ANGELES
Form GAW 157AVC (Rev. 12/2005)

SUBMIT TO DWP/CALWD

1. Endorsement No. _____ 2. Issue Date (mm/dd/yy)
5/12/08

3. Producer
Hoffman Brown Company
5000 Van Nuys Blvd., 6th Floor
Sherman Oaks, CA 91403
Telephone (818) 808-1058

5. Policy Information
Carrier: **Oak River Insurance Company**
Policy No.: **2200009169-081**
Policy Period: **June 17, 2008 to June 17, 2009**

4. Named Insured
Downtown L.A. Property Owners Assn.
110 East 9th Street #A1175
Los Angeles, CA 90079

6. Applicability This insurance pertains to the operations and/or tenancy of the named insured under all written agreements and permits in force with the City of Los Angeles unless checked here in which case only the following specific agreements and permits with the City of Los Angeles are covered:
City Agreement/Permit No.:

Type of Insurance

Workers' Compensation

Coverages	Liability Limits in Thousands \$
Workers' Compensation and Employer's Liability	\$ Statutory
	1,000 (Each Accident)
	1,000 (Disease-Policy Limit)
	1,000 (Disease-Each Employee)

9. Includes (check as applicable):

Waiver of Subrogation against the City.

Broad Form All States Endorsement.

10. Other Provisions: (Description of operations, premises, vehicles, pertinent exclusions, names of other insureds, etc)

11. Claims: Underwriter's representative for claims pursuant to this insurance.

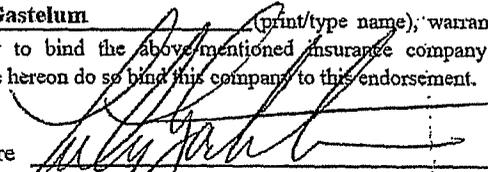
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

12. Cancellation Notice. If the Company elects to cancel this insurance before the stated expiration date, or declines to renew in case of a continuous policy, or reduces the stated limits other than by impairment of an aggregate limit, the Company will, with respect to the City's interests, provide the City at least thirty (30) days prior written notice of such election. Notice will be made by receipted delivery addressed as follows: **City Administrative Officer, Risk Management, 200 North Main Street, Room 1240, City Hall East, Los Angeles, CA 90012.** It is understood, however, that this notice to the City shall not affect the Company's right to give a lesser notice to the Named Insureds in the event of nonpayment of premium.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

Endorsement Holder:

13. City Department/Bureau
Los Angeles City Clerk
Administrative Services Division
Business Improvement District Program
200 North Spring Street, Room 224
Los Angeles, CA 90012

14. Authorized Representative Broker/Agent Underwriter _____
I **Lily Gastelum** (print/type name), warrant that I have authority to bind the above mentioned insurance company and by my signature hereon do so bind this company to this endorsement.
Signature 
(original signature required on copy furnished to Risk Management)
Telephone: **(818) 808-1058** Date Signed **5/12/08**

CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS

This document must be returned with the Proposal/Bid Response

The undersigned hereby agrees that Downtown Los Angeles Property Owners Association -- LA Fashion District Business Improvement District (BID)
Name of Business/Borrower

1. Fully comply with all applicable State and Federal employment reporting requirements for its employees.
2. Fully comply with and implement all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment.
3. Certify that the principal owner(s) of the business/the Borrower are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally.
4. Certify that the business/Borrower will maintain such compliance throughout the term of the contract.
5. This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.
6. The undersigned shall require that the language of this Certification be included in all subcontracts and that all subcontractors shall certify and disclose accordingly.

To the best of my knowledge, I declare under penalty of perjury that the foregoing is true and was executed at :

Los Angeles / Los Angeles / California

City/County/State

Date December 15, 2008

Downtown Los Angeles Property Owners Association (DPOA) - LA Fashion District BID

Name of Business

110 E 9th St A 1175, Los Angeles, CA 90079

Address

Kent Smith

Signature of Authorized Officer or Representative

Print Name

Executive Director

(213) 488-1153

Title

Telephone Number

LWO – DEPARTMENTAL DETERMINATION FORM
 REQUIRED DOCUMENTATION FOR ALL CONTRACTS

This form will aid Awarding Departments with determining whether or not a contract is subject to the LWO. It must be completed by the AWARDING DEPARTMENT and submitted to the Office of Contract Compliance. INCOMPLETE SUBMISSIONS WILL BE RETURNED. Please refer to the endnotes for more details.

AWARDING DEPARTMENT INFO			
Dept: <u>City Clerk</u>		Contract Administrator: <u>Kent Smith</u> Contact Phone: <u>213-488-1153 MS#</u>	
CONTRACT INFO			
Project/Contract Name: <u>Fashion District BID</u>		Contract # _____	
Contractor Name: <u>Donovan LA Properties Associate</u>		Contract Amount: \$ _____ Term: Start Date <u>01/01/09</u> End Date <u>12/31/13</u>	
Purpose of Contract (i.e. To purchase 10 vehicles): <u>Business Improvement District</u>			
SECTION I DETERMINING APPLICABILITY TO LWO			
1 Check off ONE box in Parts A, B, C or D below that best describes the contract:			
PART A		PART B	
PART C		PART D	
<input type="checkbox"/> Service contract that is less than 3 months OR \$25,000 or less ³ <input type="checkbox"/> Other governmental entity ² <input type="checkbox"/> Purchase or rental of goods, equipment, property ³ <input type="checkbox"/> Construction contract ⁴ <input checked="" type="checkbox"/> Funded by Business Improvement District (BID) assessment money ⁵ <input type="checkbox"/> Financial assistance is below both LWO CFAR thresholds: ⁶ (a) Financial assistance must be less than \$1 Million in a 12-month period AND (b) is less than \$100,000 if on a continuing basis (such as a loan at a rate lower than the Applicable Federal Rate).		These contracts MAY or MAY NOT BE SUBJECT or MAY or MAY NOT BE APPLICABLE to LWO: <input type="checkbox"/> Service contract that is at least 3 months AND over \$25,000. <input type="checkbox"/> Public leases or licenses <input type="checkbox"/> City Financial Assistance Recipient (CFAR) ⁷	
2 If you checked off any box in Part A - THIS FORM IS NOW COMPLETE - PLEASE SUBMIT PAGE 1 ONLY TO OCC.			
3 If you checked off a box in Part B or C, SKIP TO #5.			
4 If you checked off the box in Part D, SKIP TO #9.			
5 Answer the following questions to determine whether the service contract or public lease or license is subject to the LWO:			
a Service contracts ONLY: Are some of the services rendered by employees whose work site is on property owned by the City?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
b Public Leases or Licenses ONLY: Are the services rendered on premises at least a portion of which is visited by substantial numbers of the public on a frequent basis (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities)?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
c Could the services feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
d Has the DAA determined in writing that coverage would further the proprietary interests of the City?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
6 If you checked off YES to ANY Question in #5, this contract is APPLICABLE TO THE LWO (it is SUBJECT). Continue onto SECTION II.			
7 If you checked off NO to Questions #5a, 5c, and 5d, this contract is NOT APPLICABLE TO THE LWO (it is NOT SUBJECT). Continue onto SECTION III.			
8 If you checked off NO to Questions #5b, 5c, and 5d, this contract is NOT APPLICABLE TO THE LWO (it is NOT SUBJECT). Continue onto SECTION III.			
9 Answer the following questions to determine whether the CFAR is subject to the LWO:			
a Does the agreement intend to promote economic development?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
b Is the Financial Assistance given in a 12-month period and above \$1 Million?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
c Is the Financial Assistance \$100,000 or more on a continuing basis?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
10 If you checked off NO to Question #9a - this contract is NOT APPLICABLE TO THE LWO (it is NOT SUBJECT). PLEASE SUBMIT PAGE 1 ONLY TO OCC.			
11 If you checked off NO to Question #9b and 9c - this contract is NOT APPLICABLE TO THE LWO (it is NOT SUBJECT). PLEASE SUBMIT PAGE 1 ONLY TO OCC.			
12 If you checked off YES to Question #9b or 9c - this contract is APPLICABLE TO THE LWO (it is SUBJECT). Continue onto SECTION II.			



EXHIBIT 3

LW-1

SECTION II: CONTRACTS APPLICABLE/SUBJECT TO THE LWO											
1	Your contract is applicable/subject to the LWO. However, it may be eligible for an exemption. Answer the following questions to determine whether it is eligible for an exemption.										
2	Is this contract a CFAR? If YES, SKIP TO QUESTION #6. If NO, Continue onto #3.										
3	Check off ONE box in Parts A or B that best describes the contract that MAY be eligible for an exemption, then Continue to #4.										
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; text-align: center; border: none;">PART A SERVICE CONTRACTS ONLY</td> <td style="width: 50%; text-align: center; border: none;">PART B PUBLIC LEASES OR LICENSES ONLY</td> </tr> </table>		PART A SERVICE CONTRACTS ONLY	PART B PUBLIC LEASES OR LICENSES ONLY								
PART A SERVICE CONTRACTS ONLY	PART B PUBLIC LEASES OR LICENSES ONLY										
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> <input type="checkbox"/> One-person contractor⁸ <input type="checkbox"/> 501(c)(3) non-profit organization⁹ <input type="checkbox"/> Grant-Funded Services¹⁰ <input type="checkbox"/> Occupational license required¹¹ <input type="checkbox"/> Collective bargaining agreement with LWO supersession language¹² </td> <td style="width: 50%; border: none;"> <input type="checkbox"/> Collective bargaining agreement w/ supersession language¹³ <input type="checkbox"/> Small Business¹⁴ </td> </tr> </table>		<input type="checkbox"/> One-person contractor ⁸ <input type="checkbox"/> 501(c)(3) non-profit organization ⁹ <input type="checkbox"/> Grant-Funded Services ¹⁰ <input type="checkbox"/> Occupational license required ¹¹ <input type="checkbox"/> Collective bargaining agreement with LWO supersession language ¹²	<input type="checkbox"/> Collective bargaining agreement w/ supersession language ¹³ <input type="checkbox"/> Small Business ¹⁴								
<input type="checkbox"/> One-person contractor ⁸ <input type="checkbox"/> 501(c)(3) non-profit organization ⁹ <input type="checkbox"/> Grant-Funded Services ¹⁰ <input type="checkbox"/> Occupational license required ¹¹ <input type="checkbox"/> Collective bargaining agreement with LWO supersession language ¹²	<input type="checkbox"/> Collective bargaining agreement w/ supersession language ¹³ <input type="checkbox"/> Small Business ¹⁴										
4	If you checked off any boxes in Part A or B, this contract MAY be eligible for an exemption. Continue onto SECTION III.										
5	If you did NOT check off any box above, this contract IS NOT eligible for an exemption. Continue onto SECTION IV.										
6	Answer the following questions to determine whether the CFAR is eligible for an exemption:										
<table style="width: 100%; border: none;"> <tr> <td style="width: 80%; border: none;">a. Is the contractor a City financial assistance recipient (CFAR) in the first year of operation?¹⁶</td> <td style="width: 20%; border: none; text-align: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</td> </tr> <tr> <td style="border: none;">b. Is the contractor a CFAR with less than five (5) employees?¹⁶</td> <td style="border: none; text-align: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</td> </tr> <tr> <td style="border: none;">c. Is the contractor a CFAR that employs long-term, unemployed or provides training for permanent positions requesting hardship waiver?¹⁷</td> <td style="border: none; text-align: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</td> </tr> <tr> <td style="border: none;">d. Does the contractor have employees who spend less than half of their time on the City funded project or the employees of its service contractor?¹⁸</td> <td style="border: none; text-align: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</td> </tr> <tr> <td style="border: none;">e. Does the contractor have a Collective bargaining agreement w/ supersession language?¹⁹</td> <td style="border: none; text-align: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</td> </tr> </table>		a. Is the contractor a City financial assistance recipient (CFAR) in the first year of operation? ¹⁶	<input type="checkbox"/> Yes <input type="checkbox"/> No	b. Is the contractor a CFAR with less than five (5) employees? ¹⁶	<input type="checkbox"/> Yes <input type="checkbox"/> No	c. Is the contractor a CFAR that employs long-term, unemployed or provides training for permanent positions requesting hardship waiver? ¹⁷	<input type="checkbox"/> Yes <input type="checkbox"/> No	d. Does the contractor have employees who spend less than half of their time on the City funded project or the employees of its service contractor? ¹⁸	<input type="checkbox"/> Yes <input type="checkbox"/> No	e. Does the contractor have a Collective bargaining agreement w/ supersession language? ¹⁹	<input type="checkbox"/> Yes <input type="checkbox"/> No
a. Is the contractor a City financial assistance recipient (CFAR) in the first year of operation? ¹⁶	<input type="checkbox"/> Yes <input type="checkbox"/> No										
b. Is the contractor a CFAR with less than five (5) employees? ¹⁶	<input type="checkbox"/> Yes <input type="checkbox"/> No										
c. Is the contractor a CFAR that employs long-term, unemployed or provides training for permanent positions requesting hardship waiver? ¹⁷	<input type="checkbox"/> Yes <input type="checkbox"/> No										
d. Does the contractor have employees who spend less than half of their time on the City funded project or the employees of its service contractor? ¹⁸	<input type="checkbox"/> Yes <input type="checkbox"/> No										
e. Does the contractor have a Collective bargaining agreement w/ supersession language? ¹⁹	<input type="checkbox"/> Yes <input type="checkbox"/> No										
7	If you checked off YES to ANY Question in #6, this contract MAY be eligible for an EXEMPTION. Continue onto SECTION III.										
8	If you checked off NO to ALL Questions in #6, this contract IS NOT eligible for an EXEMPTION. Continue onto SECTION IV.										

SECTION III: CONTRACTS NOT SUBJECT / CONTRACTS ELIGIBLE FOR EXEMPTIONS	
1	Your contract MAY be eligible for an exemption. Have the contractor fill out the corresponding form below and submit it to your department for further review. Once the form is completed, send it to OCC for final approval, and then continue to #2 in this Section.
REQUIRES OCC APPROVAL	
Type of Contract	Form to Submit
Service contracts / Public Licenses / Lessees NOT Subject Grant-Funded Services Occupational license required Collective bargaining agreement w/supersession language CFAR	LW-10: http://bca.lacity.org/site/pdf/lwo/ExFormW2.pdf
Small Business	LW-26-English: http://bca.lacity.org/site/pdf/lwo/smbusex_350k.pdf LW-26-Spanish: http://bca.lacity.org/site/pdf/lwo/smbusex_350k_spanish.pdf
REQUIRES AWARDDING DEPARTMENT APPROVAL	
Type of Contract	Form to Submit
One-person contractors, lessee, licensee 501(c)(3) non-profit organization	LW-13: http://bca.lacity.org/site/pdf/lwo/exemptioncertification.pdf
2	Has the exemption been approved? If YES, THIS FORM IS NOW COMPLETE - PLEASE SUBMIT PAGES 1-2 and the APPROVED EXEMPTION FORM TO OCC. If NO, Continue onto SECTION IV.

SECTION IV: CONTRACTS SUBJECT TO THE LWO (AND NOT ELIGIBLE FOR EXEMPTIONS)					
1	Your contract IS SUBJECT TO THE LWO AND NOT ELIGIBLE FOR EXEMPTIONS! Have the contractor fill out the two (2) corresponding forms below and submit them to your department for further review. Once these forms are complete, Continue onto #2.				
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">Employee Information Form (EIF)</td> <td style="width: 50%; border: none;">LW-6: http://bca.lacity.org/site/pdf/lwo/eiLW6.pdf</td> </tr> <tr> <td style="border: none;">Subcontractor Information Form (SIF)</td> <td style="border: none;">LW-18: http://bca.lacity.org/site/pdf/lwo/sifw18.pdf</td> </tr> </table>		Employee Information Form (EIF)	LW-6: http://bca.lacity.org/site/pdf/lwo/eiLW6.pdf	Subcontractor Information Form (SIF)	LW-18: http://bca.lacity.org/site/pdf/lwo/sifw18.pdf
Employee Information Form (EIF)	LW-6: http://bca.lacity.org/site/pdf/lwo/eiLW6.pdf				
Subcontractor Information Form (SIF)	LW-18: http://bca.lacity.org/site/pdf/lwo/sifw18.pdf				
2	THIS FORM IS NOW COMPLETE - PLEASE SUBMIT PAGES 1-2 EIF, SIF, and SDOC (if applicable) TO OCC.				

EXHIBIT 3
ENDNOTES FOR LWO DEPARTMENTAL DETERMINATION FORM - LW-1

¹ Less than three months OR less than \$25,000 - LAAC 10.37.1(j): Service contracts or Authority for Expenditures that do not meet these thresholds are not categorically exempt from the LWO.

² Governmental Entities – LAAC 10.37.1(g): Agreements with governmental entities are exempt from the requirements of the LWO. If an agreement is exempt from the LWO because the contractor is a governmental entity, subcontractors performing work for the governmental entity on the agreement are also exempt.

³ Purchase of Goods, Property, or a Lease of Property with City as Lessee – LAAC 10.37.1(f): Such contracts are categorically exempt from the LWO unless they include a service component that is more than just incidental. - "Incidental services" means services that are: (1) part of an agreement for which the primary purpose is to purchase or rent goods or equipment; and (2) performed on a non-recurring and irregular basis. Services are not incidental, even if the primary purpose of the agreement is to purchase goods or equipment, if the agreement provides that services are to be performed on a regular schedule, or if the awarding authority anticipates that services will be needed on a regular basis during the life of the agreement.

⁴ Construction contracts LAAC 10.37.1(j): Construction contracts that do not conform to the definition of a service contract are categorically exempt from the LWO.

⁵ Business Improvement Districts (BID): Service agreements funded with the BID's assessment monies are categorically exempt from the LWO (see also Regulation #11). Agreements to provide services related to a BID that are not funded with the BID's assessment money remain subject to the LWO unless they otherwise qualify for an exemption.

⁶ City Financial Assistance Below LWO Thresholds - LAAC 10.37.1(c): Agreements that provide a contractor with City financial assistance intended to promote economic development or job growth are categorically exempt from the LWO if they do not meet either of the monetary thresholds described in the LWO.

Thus, such agreements are categorically exempt from the LWO if the assistance given in a 12-month period is below \$1,000,000 and less than \$100,000 per year on a continuing basis. Example: The City approves a loan to a contractor of \$5,000,000 for the development of shopping center that will create new jobs. The loan is for 20 years at an interest rate of 4%. At the time the awarding authority grants approval for the loan, the Applicable Federal Rate (AFR) referenced in the LWO is 4.6%.

This contract is not subject to the LWO because it does not meet the financial thresholds, as explained below:
The amount of financial assistance used to determine whether the contractor meets the LWO thresholds is amount the contractor saves in interest payments. To determine the amount of savings on interest payments (the financial assistance), the annual savings on interest rate is calculated as follows:

Financial Assistance = (Amount of Loan @ AFR) – (Amount of Loan @ City rate)

Financial Assistance = (\$5,000,000 x 4.6%) – (\$5,000,000 x 4%)

Financial Assistance = \$230,000 – \$200,000

Financial Assistance = \$30,000

Thus, the contractor receives \$30,000 in financial assistance per year for the next 20 years. This is less than \$1 Million in a year, and less \$100,000 per year on a continuing basis. Therefore, the contractor is exempt from the LWO. No approval from the OCC is required, and the awarding department may indicate this exemption on the Departmental Determination of Coverage form.

⁷ City Financial Assistance Recipient – Means any person who receives from the City discrete financial assistance for economic development or job growth expressly articulated and identified by the City, as contrasted with generalized financial assistance such as through tax legislation, in accordance with the following monetary limitations. Assistance given in the amount of one million dollars (\$1,000,000) or more in any twelve-month period shall require compliance with this article for five years from the date such assistance reaches the one million dollar (\$1,000,000) threshold. For assistance in any twelve-month period totaling less than one million dollars (\$1,000,000) but at least one hundred thousand dollars (\$100,000), there shall be compliance for one year if at least one hundred thousand dollars (\$100,000) of such assistance is given in what is reasonably contemplated at the time to be on a continuing basis, with the period of compliance beginning when the accrual during such twelve-month period of such continuing assistance reaches the one-hundred thousand dollar (\$100,000) threshold.

Categories of such assistance include, but are not limited to, bond financing, planning assistance, tax increment financing exclusively by the City, and tax credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance for purposes of this article. A loan shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. §9 1274(d), 7872(f). A recipient shall not be deemed to include lessees and sublessees.

EXHIBIT 3

⁸ **One-Person Contractor:** A contractor may apply for exemption under Section 10.37.1(f) of the LWO if that contractor has no employees. The one-person contractor shall submit an application for non-coverage or exemption to the awarding authority on the form referred to in Appendix A with the appropriate one-person contractor certification. If, subsequent to the approval of the exemption application, the contractor hires any employees, the exemption is no longer valid. Any employee the contractor hires becomes covered by the LWO to the extent that the employee performs work on the City agreement. In such cases, the contractor shall notify the awarding authority of the change in circumstances and submit to the awarding authority all the necessary forms to comply with the LWO reporting requirements, including the employee and subcontractor information forms.

⁹ **Non-Profit 501(c)(3) Organizations:** A corporation claiming exemption under Section 10.37.1(g) of the LWO as a corporation organized under Section 501 (c)(3) of the United States Internal Revenue Code must provide the following additional documents in support of the application for exemption:

(A) A copy of the most recent IRS letter indicating that the contractor has been recognized as a non-profit corporation organized under section 501 (c)(3) of the United States Internal Revenue Code.

(B) An application for non-coverage or exemption, including the non-profit salary certification on the form referred to in Appendix A. The salary certification must list the salary of the corporation's chief executive officer (CEO), computed on an hourly basis, and the hourly wage rate of the lowest paid worker in the corporation. The salary of the CEO, when computed on an hourly basis, must be less than 8 times what the lowest paid worker is paid on an hourly basis. For purposes of this exemption, the "chief executive officer (CEO)" means the CEO of the 501(c)(3) corporation that entered into the agreement with the City, or the highest paid person employed by the corporation if the CEO is not the highest paid employee. The "lowest paid worker" refers to the lowest paid worker employed by the 501(c)(3) corporation that entered into the agreement with the City, regardless of whether the person works on the City agreement. In calculating the salary of the CEO and the wage rate of the lowest paid worker, the corporation may not include items such as cash allowances for car expenses, meals, parking, or the value of pension plan contributions.

Child care workers: Even if a corporation meets the requirements for exemption as a 501(c)(3) non-profit organization, if the corporation provides child care services as part of the City agreement or employs child care workers who will work on the City agreement, the corporation must pay all child care workers working on the subject agreement the required LWO wage rate. The LWO requirements regarding compensated and uncompensated days off are also applicable to those child care workers.

¹⁰ **Grant-funded Services:** Agreements let by the City involving federal or state grant funds shall be subject to the LWO unless the grant-funding agency indicates in writing that the provisions of the Ordinances should not apply. The awarding authority shall provide a copy of grant-funding agency's determination to the OCC.

¹¹ **Occupational license - LAAC 10.37.1(f): Exemptions for Employees Requiring Occupational Licenses:** If an employer claims that the LWO does not apply to an employee pursuant to section 10.37.1(f) because an occupational license is required of the employee to perform the work, the employer shall submit to the awarding authority, along with the application for non-coverage or exemption, a list of the employees required to possess an occupational license, the type of occupational license required, and a copy of the occupational license itself. An exemption granted under this provision exempts only the employee who must possess an occupational license to perform work on the City agreement. If an occupational license is not required of an employee to perform the work, the employee remains covered by the LWO.

¹² **Exemption by Collective Bargaining Agreement – LAAC 10.37.12:** An employer subject to provisions of the LWO may, by collective bargaining agreement (CBA), provide that the CBA, during its term, shall supersede the requirements of the LWO for those employees covered by the CBA. The provisions of the LWO should not be interpreted to require an employer to reduce the wages and benefits required by a collective bargaining agreement. All parties to the CBA must specifically waive in full or in part the benefits required by the LWO. An employer applying for this exemption shall submit a copy of the CBA. If the CBA does not specifically indicate that the LWO has been superseded, the employer shall submit written confirmation from the union representing the employees working on the agreement that the union and the employer have agreed to let the CBA supersede the LWO.

(A) **Provisional Exemption from LWO during negotiation of CBA:** An employer subject to the LWO may apply for Provisional Exemption from the LWO if the employer can document that: (1) the union and the employer are currently engaged in negotiations regarding the terms of the CBA; and (2) the issue of allowing the CBA to supersede the LWO has been proposed as an issue to be addressed during the negotiations. If granted, Provisional Exemption status is valid until the end of the negotiation process, including, if applicable, impasse resolution proceedings. During the negotiation process, the employer shall provide, upon request from the OCC, status reports on the progress of negotiations. At the end of the negotiation process, the employer shall provide the OCC with a copy of the final CBA to verify whether the LWO has been superseded, and the effective dates of the CBA.

(i) If the final CBA signed by the employer and the union supersedes the LWO, the employer shall be considered to be exempt from the LWO's wage and benefits provisions for the time period covered by the effective dates of the superseding CBA. The employer remains subject to all applicable provisions of the LWO for the time period not covered by the superseding CBA. If the employer has not complied with the LWO requirements during the time period not covered by the

EXHIBIT 3

superseding CBA, the employer shall be required to make retroactive corrections for any period of non-compliance, which may include making retroactive payments to affected employees for the relevant periods of non compliance.

(ii) If the final CBA signed by the employer and the union does not supersede the LWO, the employer shall be required to comply with all applicable LWO requirements, including the wage and benefits provisions. Compliance shall also be required retroactively to the date that the employer first became subject to the LWO. If necessary, the employer shall provide retroactive payments to affected employees for any time period during which the employer did not comply with the LWO.

¹³ See Endnote #12

¹⁴ **Small Business Exemptions for Public Lessees and Licensees – LAAC 10.37.1(i):** A public lessee or licensee claiming exemption from the LWO under section 10.37.1(i) shall submit the small business application for exemption form referred to in Appendix A along with supporting documentation to verify that it meets both of the following requirements:

(A) The lessee's or licensee's gross revenues from all business(es) conducted on the City premises for the calendar year prior to the date of the application for exemption do not exceed the gross annual revenue amount set by the LWO in Section 10.37.1(i). That gross revenue amount shall be adjusted annually according to the requirements of the LWO. The gross revenue amount used in evaluating whether the lessee or licensee qualifies for this exemption shall be the gross revenue amount in effect at the time the OCC receives the application for exemption.

A public lessee or licensee beginning its first year of operation on a specific City property will have no records of gross annual revenue on the City property. Under such circumstances, the lessee or licensee may qualify for a small business exemption by submitting proof of its annual gross revenues for the last tax year prior to application no matter where the business was located, and by satisfying all other requirements pursuant to these regulations and the LWO.

A lessee or licensee beginning its first year of operation as a business will have no records of gross annual revenue. Under such circumstances, the lessee or licensee may qualify for a small business exemption by satisfying all other requirements pursuant to these regulations and the LWO.

(B) The lessee or licensee employs no more than seven (7) employees.

(i) For purposes of this exemption, a lessee or licensee shall be deemed to employ a worker if the worker is an employee of a company or entity that is owned or controlled by the lessee or licensee, regardless of where the company or entity is located; or if the worker is an employee of a company or entity that owns or controls the lessee or licensee, regardless of where the company or entity is located.

Whether the lessee or licensee meets the seven (7) employee limit provided for in Section 10.37.1(i) of the LWO shall be determined using the total number of workers employed by all companies or businesses which the lessee or licensee owns or controls, or which own or control the lessee or licensee. Control means that one company owns a controlling interest in another company.

(ii) If a business operated by the lessee or licensee is part of a chain of businesses, the total number of employees shall include all workers employed by the entire chain of businesses unless the business operated by the lessee or licensee is an independently owned and operated franchise.

(iii) A public lessee or licensee shall be deemed to employ no more than seven (7) employees if its entire workforce (inclusive of those employees falling within the guidelines stated in subsections (i) and (ii) immediately above) worked an average of no more than 1,214 hours per month for at least three-fourths of the time period that the revenue limitation provided for in section 10.37.1(i) is measured.

Until the OCC approves the application for exemption, the lessee or licensee shall be subject to the LWO and shall comply with its requirements. If the OCC approves the application, the lessee or licensee shall be exempt from the requirements of the LWO for a period of two years from the date of the approval. The exemption will expire two years from the date of approval, but may be renewable in two-year increments upon meeting the requirements.

¹⁵ **CFAR: First Year Financial Assistance Recipients – 10.37.1(c):** A first-year City financial assistance recipient (CFAR) applying for exemption under Section 10.37.1(c) of the LWO shall submit proof of its start up date and workforce documentation with its application for exemption. If the OCC grants an exemption on this basis, the first year CFAR is exempt from the LWO for a period of one year from the date the exemption is approved.

¹⁶ **CFAR: Employing Fewer Than Five Employees – 10.37.1(c):** A City financial assistance recipient (CFAR) claiming exemption on the basis that it employs fewer than five (5) employees for each working day in each of twenty (20) or more calendar weeks in the current or preceding calendar year shall submit with its application for exemption payroll registers for that twenty (20) week period to verify eligibility.

¹⁷ **CFAR: Hardship waivers for job training and preparation programs –10.37.1(c):** A City financial assistance recipient (CFAR) that employs the longterm unemployed or provides trainee positions intended to prepare employees for permanent positions may request an economic hardship waiver pursuant to Section 10.37.1(c). The CFAR must submit to the awarding authority documentation of the program's demonstrated and projected results and the potential adverse impact due to

EXHIBIT 3

compliance with this article. The awarding authority will forward the documentation and its recommendation to the City Council for consideration. A copy of such a recommendation shall be forwarded to the OCC.

¹⁸ **CFAR: Employee Exemption – 10.37.1(c):** A City financial assistance recipient (CFAR) that claims exemption pursuant to Section 10.37.1(e) for its employees who expend less than half of their time on the City funded project or the employees of its service contractor, if any, who expend less than half of their time on the premises of the CFAR directly involved with the activities funded by the City, shall be responsible for maintaining records of applicable hours and descriptions of work performed to substantiate the exemption.

¹⁹ See Endnote #12

CERTIFICATION REGARDING COMPLIANCE WITH THE
AMERICANS WITH DISABILITIES ACT

The undersigned certifies, that to the best of his/her knowledge and belief, that:

1. The Contractor/Borrower/Agency (hereafter Contractor) is in compliance with and will continue to comply with the Americans with Disabilities Act 42 U.S.C. 12101 et seq. and its implementing regulations.
2. The Contractor will provide for reasonable accommodations to allow qualified individuals with disabilities to have access to and participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act.
3. The Contractor will not discriminate against persons with disabilities nor against persons due to their relationship or association with a person with a disability.
4. The Contractor will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative Contracts) and that all subrecipients shall certify and disclose accordingly.
5. This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.

Contract NUMBER _____

CONTRACTOR/BORROWER/AGENCY

LA Fashion District Business Improvement District-Downtown LA Property Owners Assoc

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Kent Smith, Executive Director

SIGNATURE *Kent Smith*

DATE December 15, 2008

CITY OF LOS ANGELES
CONTRACTOR RESPONSIBILITY ORDINANCE

RECEIVED
JAN 12 2009
ADMIN. SVCS.
SPECIAL ASSESS.

CRO QUESTIONNAIRE RECEIPT VERIFICATION FORM

To verify the Contractor Responsibility Ordinance's (CRO) compliance, this form must be completed by the Awarding Authority and submitted to the appropriate Designated Administrative Agency (DAA) along with the Responsibility Questionnaires. Upon receipt of the Questionnaires, the DAA will return this signed form to the Awarding Authority. **The Awarding Authority must attach the certified form to each draft contract for review by the Office of the City Attorney. No contract may be executed unless a certified Receipt Verification Form indicates that the CRO requirement has been met.**

1. Information Regarding Proposed Contract

Project Name/Description: FASHION DISTRICT BID

RFB/RFQ/RFP # (if any):	Date RFB/RFQ/RFP Released:
Procuring Dept.: CITY CLERK	Mail Stop #: 159
Name of Dept. Contact: RICK SCOTT	Phone: (213) 978-1121

2. Questionnaires Are Submitted for the Following Bidders/Proposers/Proposed Contractors:

Company Name: LA FASHION DISTRICT BUSINESS IMPROVEMENT DIST - DOWNTOWN LA PROPERTY OWNERS ASSOC

Company Address: 110 E 9TH STREET, STE A 1175
City: LOS ANGELES State: CA Zip: 90079

Company Name:
Company Address:
City: State: Zip:

Company Name:
Company Address:
City: State: Zip:

Company Name:
Company Address:
City: State: Zip:

FOR DAA USE ONLY – VERIFICATION REGARDING RECEIPT

The Responsibility Questionnaires for the bidders/proposers/proposed contractors listed above were received on (date) 01/07/09.

The Questionnaires were processed by:

Dept. of Public Works for Construction Contracts and Service Contracts
 Dept. of General Services for Procurement Contracts

Authorized DAA Representative (Print Name) Seffy Wiles Phone (213) 847-2408

DAA Representative Signature *Seffy Wiles* Date 01/07/09

CITY OF LOS ANGELES

PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE

Los Angeles Administrative Code (LAAC) Section 10.40 et seq. (Contractor Responsibility Ordinance) provides that, unless specifically exempt, City contractors working under service contracts of at least \$25,000 and three months, contracts for the purchase of goods and products of at least \$100,000, contracts for the purchase of garments of at least \$25,000, and construction contracts of any amount; public lessees; public licensees; and certain recipients of City financial assistance or City grant funds, shall comply with all applicable provisions of the Ordinance. Upon award of a City contract, public lease, public license, financial assistance or grant, the contractor, public lessee, public licensee, City financial assistance recipient, or grant recipient, and any its subcontractor(s), shall submit this Pledge of Compliance to the awarding authority.

The contractor agrees to comply with the Contractor Responsibility Ordinance and the following provisions:

- (a) To comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (b) To notify the awarding authority within 30 calendar days after receiving notification that any governmental agency has initiated an investigation which may result in a finding that the contractor did not comply with any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (c) To notify the awarding authority within 30 calendar days of all findings by a governmental agency or court of competent jurisdiction that the contractor has violated any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
- (d) If applicable, to provide the awarding authority, within 30 calendar days, updated responses to the Responsibility Questionnaire if any change occurs which would change any response contained within the Responsibility Questionnaire and such change would affect the contractor's fitness and ability to continue the contract.
- (e) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (f) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, sublicensee that perform or assist in performing services on the leased or licensed premises) submit a Pledge of Compliance.
- (g) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with paragraphs (b) and (c).

Failure to complete and submit this form to the Awarding Authority may result in withholding of payments by the City Controller, or contract termination.

Fashion District BID / 110 E 9th St A 1175, Los Angeles, CA 90079 / (213) 488-1153
 Company Name, Address and Phone Number

Kent Smith December 15, 2008
 Signature of Officer or Authorized Representative Date

Kent Smith, Executive Director
 Print Name and Title of Officer or Authorized Representative

City Clerk / ASO REBUK SUG
 Awarding City Department Contract Number
 213 978-1121

CITY OF LOS ANGELES
RESPONSIBILITY QUESTIONNAIRE

RESPONSES TO THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE MUST BE SUBMITTED ON THIS FORM. In responding to the Questionnaire, neither the City form, nor any of the questions contained therein, may be retyped, recreated, modified, altered, or changed in any way, in whole or in part. Bidders or Proposers that submit responses on a form that has been retyped, recreated, modified, altered, or changed in any way shall be deemed non-responsive.

The signatory of this Questionnaire guarantees the truth and accuracy of all statements and answers to the questions herein. Failure to complete and return this questionnaire, any false statements, or failure to answer (a) question(s) when required, may render the bid/proposal non-responsive. All responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the Responsibility Questionnaire Attachments. Submit the completed form and all attachments to the awarding authority. Retain a copy of this completed form for future reference. Contractors must submit updated information to the awarding authority if changes have occurred that would render any of the responses inaccurate in any way. Updates must be submitted to the awarding authority within 30 days of the change(s).

A. CONTACT INFORMATION

CITY DEPARTMENT INFORMATION

City Clerk/ASD REK SMITH 213-978-1171
City Department/Division Awarding Contract City Contact Person Phone
FASHION DISTRICT BID

City Bid or Contract Number (if applicable) and Project Title

BIDDER/CONTRACTOR INFORMATION

LA Fashion District Business Improvement District-Downtown LA Property Owners Assoc.

Bidder/Proposer Business Name

110 E 9th Street Suite A 1175 Los Angeles CA 90079

Street Address City State Zip

Kent Smith, Executive Director (213) 488-1153 (213) 488-5159

Contact Person, Title Phone Fax

TYPE OF SUBMISSION:

The Questionnaire being submitted is:

- An initial submission of a completed Questionnaire.
- An update of a prior Questionnaire dated ____/____/____.
- No change. I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the last Responsibility Questionnaire dated ____/____/____ was submitted by the firm. Attach a copy of that Questionnaire and sign below.

Kent Smith, Executive Director Kent Smith 12-15-08
Print Name, Title Signature Date

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: _____

B. BUSINESS ORGANIZATION/STRUCTURE

Indicate the organizational structure of your firm. "Firm" includes a sole proprietorship, corporation, joint venture, consortium, association, or any combination thereof.

Corporation: Date incorporated: 05 / 05 / 93 State of incorporation: California

List the corporation's current officers.

President: John Van Den Akker

Vice President: Mark Chatoff

Secretary: Laurie Sale

Treasurer: Barry Gold

Check the box only if your firm is a publicly traded corporation.

List those who own 5% or more of the corporation's stocks. Use Attachment A if more space is needed. Publicly traded corporations need not list the owners of 5% or more of the corporation's stocks.

Limited Liability Company: Date of formation: / / State of formation:

List members who own 5% or more of the company. Use Attachment A if more space is needed.

Partnership: Date formed: / / State of formation:

List all partners in your firm. Use Attachment A if more space is needed.

Sole Proprietorship: Date started: / /

List any firm(s) that you have been associated with as an owner, partner, or officer for the last five years. Use Attachment A if more space is needed. Do not include ownership of stock in a publicly traded company in your response to this question.

Joint Venture: Date formed: / /

List (1) each firm that is a member of the joint venture and (2) the percentage of ownership the firm will have in the joint venture. Use Attachment A if more space is needed. Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered as responsive to the invitation.

C. OWNERSHIP AND NAME CHANGES

1. Is your firm a subsidiary, parent, holding company, or affiliate of another firm?

Yes No

If Yes, explain on Attachment A the relationship between your firm and the associated firms. Include information about an affiliated firm only if one firm owns 50% or more of another firm, or if an owner, partner or officer of your firm holds a similar position in another firm.

2. Has any of the firm's owners, partners, or officers operated a similar business in the past five years?

Yes No

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

3. Has the firm changed names in the past five years?

Yes No

If Yes, list on Attachment A all prior names, addresses, and the dates they were used. Explain the reason for each name change in the last five years.

4. Are any of your firm's licenses held in the name of a corporation or partnership?

Yes No

If Yes, list on Attachment A the name of the corporation or partnership that actually holds the license.

Bidders/Contractors must continue on to Section D and answer all remaining questions contained in this Questionnaire.

The responses to the remaining questions in this Questionnaire will not be posted on the internet but will be made available to the public for review upon request. Contact the appropriate Designated Administrative Agency.

D. FINANCIAL RESOURCES AND RESPONSIBILITY

5. Is your firm now, or has it ever been at any time in the last five years, the debtor in a bankruptcy case?
 Yes No

If Yes, explain on Attachment B the circumstances surrounding each instance.

6. Is your company in the process of, or in negotiations toward, being sold?
 Yes No

If Yes, explain the circumstances on Attachment B.

E. PERFORMANCE HISTORY

7. How many years has your firm been in business? 15 Years.

8. Has your firm ever held any contracts with the City of Los Angeles or any of its departments?
 Yes No

If Yes, list on an Attachment B all contracts your firm has had with the City of Los Angeles for the last 10 years. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

9. List on Attachment B all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) over the last five years that are similar to the work to be performed on the contract for which you are bidding or proposing. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

Check the box if you have not had any similar contracts in the last five years

10. In the past five years, has a governmental or private entity or individual terminated your firm's contract prior to completion of the contract?
 Yes No

If Yes, explain on Attachment B the circumstances surrounding each instance.

11. In the past five years, has your firm used any subcontractor to perform work on a government contract when you knew that the subcontractor had been debarred by a governmental entity?
 Yes No

If Yes, explain on Attachment B the circumstances surrounding each instance.

12. In the past five years, has your firm been debarred or determined to be a non-responsible bidder or contractor?
 Yes No

If Yes, explain on Attachment B the circumstances surrounding each instance.

F. DISPUTES

13. In the past five years, has your firm been the defendant in court on a matter related to any of the following issues? For parts (a) and (b) below, check Yes even if the matter proceeded to arbitration without court litigation. For part (c), check Yes only if the matter proceeded to court litigation. If you answer Yes to any of the questions below, explain the circumstances surrounding each instance on Attachment B. You must include the following in your response: the name of the plaintiffs in each court case, the specific causes of action in each case; the date each case was filed; and the disposition/current status of each case.

(a) Payment to subcontractors?

Yes No

(b) Work performance on a contract?

Yes No

(c) Employment-related litigation brought by an employee?

Yes No

14. Does your firm have any outstanding judgements pending against it?

Yes No

If Yes, explain on Attachment B the circumstances surrounding each instance.

15. In the past five years, has your firm been assessed liquidated damages on a contract?

Yes No

If Yes, explain on Attachment B the circumstances surrounding each instance and identify all such projects, the amount assessed and paid, and the name and address of the project owner.

G. COMPLIANCE

16. In the past five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on Attachment C (Page 9)? For this question, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

Yes No

If Yes, explain on Attachment B the circumstances surrounding each instance, including the entity that was involved, the dates of such instances, and the outcome.

17. If a license is required to perform any services provided by your firm, in the past five years, has your firm, or any person employed by your firm, been investigated, cited, assessed any penalties, subject to any disciplinary action by a licensing agency, or found to have violated any licensing laws?

Yes No

If Yes, explain on Attachment B the circumstances surrounding each instance in the last five years.

SERVICE

18. In the past five years, has your firm, any of its owners, partners, or officers, ever been penalized or given a letter of warning by the City of Los Angeles for failing to obtain authorization from the City for the substitution of a Minority-owned (MBE), Women-owned (WBE), or Other (OBE) business enterprise?

Yes No

If Yes, explain on Attachment B the circumstances surrounding each instance in the last five years.

H. BUSINESS INTEGRITY

19. For questions (a), (b), and (c) below, check Yes if the situation applies to your firm. For these questions, the term "firm" includes any owners, partners, or officers in the firm. The term "owner" does not include owners of stock in your firm if the firm is a publicly traded corporation. If you check Yes to any of the questions below, explain on Attachment B the circumstances surrounding each instance.

(a) Is a governmental entity or public utility currently investigating your firm for making (a) false claim(s) or material misrepresentation(s)?

Yes No

(b) In the past five years, has a governmental entity or public utility alleged or determined that your firm made (a) false claim(s) or material misrepresentation(s)?

Yes No

(c) In the past five years, has your firm been convicted or found liable in a civil suit for, making (a) false claim(s) or material misrepresentation(s) to any governmental entity or public utility?

Yes No

20. In the past five years, has your firm or any of its owners or officers been convicted of a crime involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of fraud, theft, embezzlement, perjury, bribery? For this question, the term "owner" does not include those who own stock in a publicly traded corporation.

Yes No

If Yes, explain on Attachment B the circumstances surrounding each instance.

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this questionnaire and the responses contained on all Attachments. I further certify that I have provided full and complete answers to each question, and that all information provided in response to this Questionnaire is true and accurate to the best of my knowledge and belief.

Kent Smith, Executive Director



12-15-08

Print Name, Title

Signature

Date

ATTACHMENT A FOR SECTIONS A THROUGH C

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Information submitted on this Attachment in response to Questions in Sections A through C will be posted on the internet for public review. Make copies of this Attachment if additional pages are needed.

Page _____

ATTACHMENT B FOR SECTIONS D THROUGH H

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Information submitted on this Attachment in response to Questions in Sections D through H will not be posted on the internet but will be made available to the public for review upon request. Make copies of this Attachment if additional pages are needed.

Page 4

8) City of Los Angeles & Downtown LA Property Owners Association
Contract # C-106374
Administration of the Fashion District Business Improvement District
01-01-2004 through 12-31-2008
Total Amount: N/A

City of Los Angeles & Downtown LA Property Owners Association
Contract # C-97871
Administration of the Fashion District Business Improvement District
12-01-1998 through 03-31-2004
Total Amount: N/A

ATTACHMENT C: GOVERNMENTAL ENTITIES FOR QUESTION NO. 16

Check Yes in response to Question No. 16 if your firm or any of its owners, partners or officers, have ever been investigated, cited, assessed any penalties, or found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed below (or any of its subdivisions), including but not limited to those examples specified below. The term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation. If you answered Yes, provide an explanation on Attachment B of the circumstances surrounding each instance, including the entity involved, the dates of such instances, and the outcome.

FEDERAL ENTITIES

Federal Department of Labor

- American with Disabilities Act
- Immigration Reform and Control Act
- Family Medical Leave Act
- Fair Labor Standards Act
- Davis-Bacon and laws covering wage requirements for federal government contract workers
- Migrant and Seasonal Agricultural Workers Protection Act
- Immigration and Naturalization Act
- Occupational Safety and Health Act
- anti-discrimination provisions applicable to government contractors and subcontractors
- whistleblower protection laws

Federal Department of Justice

- Civil Rights Act
- American with Disabilities Act
- Immigration Reform and Control Act of 1986
- bankruptcy fraud and abuse

Federal Department of Housing and Urban Development (HUD)

- anti-discrimination provisions in federally subsidized/assisted/sponsored housing programs
- prevailing wage requirements applicable to HUD related programs

Federal Environmental Protection Agency

- Environmental Protection Act

National Labor Relations Board

- National Labor Relations Act

Federal Equal Employment Opportunity Commission

- Civil Rights Act
- Equal Pay Act
- Age Discrimination in Employment Act
- Rehabilitation Act
- Americans with Disabilities Act

STATE ENTITIES

California's Department of Industrial Relations

- wage and labor standards, and licensing and registration
- occupational safety and health standards
- workers' compensation self insurance plans
- Workers' Compensation Act
- wage, hour, and working standards for apprentices
- any provision of the California Labor Code

California's Department of Fair Employment and Housing

- California Fair Employment and Housing Act
- Unruh Civil Rights Act
- Ralph Civil Rights Act

California Department of Consumer Affairs

- licensing, registration, and certification requirements
- occupational licensing requirements administered and/or enforced by any of the Department's boards, including the Contractors' State Licensing Board

California's Department of Justice

LOCAL ENTITIES

City of Los Angeles or any of its subdivisions for violations of any law, ordinance, code, rule, or regulation administered and/or enforced by the City, including any letters of warning or sanctions issued by the City of Los Angeles for an unauthorized substitution of subcontractors, or unauthorized reductions in dollar amounts subcontracted.

OTHERS

Any other federal, state, local governmental entity for violation of any other federal, state, or local law or regulation relating to wages, labor, or other terms and conditions of employment.

M/A

EXHIBIT 6
EBO WAIVER

CITY OF LOS ANGELES
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway Street, 3rd Floor, Los Angeles, CA 90015
Phone: (213) 847-1922 - Fax: (213) 847-2777

EQUAL BENEFITS ORDINANCE AWARDDING AUTHORITY REQUEST FOR WAIVER

Company Name: Commercial A Prop Owners' ASSM Phone: 213-488-1153
Company Address: 112 E 9th St Suite A-1115
City: Los Angeles State: CA Zip: 90015
Contract Number (if any): _____
Contract Term - Start Date: 01/01/09 End Date: 12/31/13 Lynn Myers
Contract Amount: M/A
Type of Service: Prop Administration

SECTION 1. BASIS FOR REQUEST FOR WAIVER FROM EQUAL BENEFITS ORDINANCE

List all code section(s) on which this request for waiver is based. Cite all sections that may apply.

EBO Reg. 4(B)

SECTION 2. REASON FOR WAIVER

Attach a memorandum detailing:

- (1) Why the waiver is being requested ✓
- (2) The facts and circumstances that support your determination that the contract meets all the criteria required in the code section(s) listed above.
- (3) The steps taken to find an entity that complies with the Equal Benefits Ordinance (EBO).

SECTION 3. SUBMIT REQUEST FOR WAIVER

Submit this request for waiver and all documentation to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) at the address referenced above. The OCC will make a determination within seven (7) working days of receipt of a request for waiver and all supporting documentation.

Name of contact person: Rosal Saura Title: MA-R MS159
Department: City Clerk / MSO Phone: 213-578-1121
Signature: RCS Date: 12/29/08

An approved waiver is valid only for the contract for which it was requested. It is not valid for any other contracts the contractor may have with the City.

FOR OCC USE ONLY	
<input type="checkbox"/>	Not Approved. (See attached memorandum for explanation.)
<input checked="" type="checkbox"/>	Approved based on code section(s): <u>EBO REG. #4(B) & LAAC 10.8.2.1(i)(2)(a)</u>
Analyst:	<u>MARIO INTERIANO (MIA)</u> Date: <u>1-12-09</u>

RECEIVED

JAN 13 2009

ADMIN SVCS

EL & SDO DETERMINATION

CITY OF LOS ANGELES

Office Contract Compliance
1149 S. Broadway, 3rd Floor
Los Angeles, CA 90015

Phone: (213) 847-1922 - Fax: (213) 847-2777

EXHIBIT 6
AND
EXHIBIT 7

OCC DETERMINATION
EQUAL BENEFITS AND SLAVERY DISCLOSURE ORDINANCES

Contractors must be certified as complying with Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance (EBO), and Section 10.41. et seq., Slavery Disclosure Ordinance (SDO), prior to the execution, amendment, or renewal of an agreement. Attach this form to the agreement being processed to verify the Office of Contract Compliance (OCC) determination regarding the Contractor's compliance with the EBO and SDO.

SECTION 1. CONTRACTOR INFORMATION

Company Name Downtown L.A. Property Owners' Assn. Phone: (213) 488-1153
Company Address: 110 E. 9th St., Suite A-1175 Fax: _____
City: Los Angeles State: CA ZIP: 90015
Contact Person: Lyn Myers

SECTION 2. EQUAL BENEFITS ORDINANCE

Status: Waived

See the attached Waiver.

Date Determined: 01/12/2009

SECTION 3. SLAVERY DISCLOSURE ORDINANCE

Status: SDO Affidavit has NOT been submitted. *OK submitted 1/22/04* (10)

Certain contracts are not subject to the SDO because they: (1) relate to investment of City funds, and the Treasurer or the OCC finds that imposing the SDO would violate his or her fiduciary duties; (2) are with a governmental entity; (3) are with a 501(c)(3) non-profit organization; (4) are for goods/services that are proprietary or only available from a single source; (5) are entered into pursuant to Charter Sections 371(e)(5), 371(e)(6), or 371(e)(7). Contracts in the above categories do not need an Affidavit. In addition, contracts resulting from RFPs released prior to October 15, 2003 are not subject to the SDO until they are subsequently amended.

Comments

None

OCC Analyst Mario Interiano Phone: 213-847-2631 Date: 1/12/2009

CITY OF LOS ANGELES - SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt from the Slavery Disclosure Ordinance (SDO), a Company entering into a Contract with the City must complete an Affidavit disclosing any and all records of Participation or Investment in, or Profits derived from Slavery, including Slaveholder Insurance Policies, during the Slavery Era. The Company must complete and submit the Affidavit and any attachments to the Awarding Authority. This is required only of the Company actually selected for award of a Contract. It must be done before the Contract or Contract amendment can be executed. Questions regarding the Affidavit may be directed to the Department of Public Works, Office of Contract Compliance located at 1149 S. Broadway Street, 3rd Floor, Los Angeles, California 90015. Phone: (213) 847-1922; Fax: (213) 847-2777.

City Department Awarding Agreement *[Signature]* Department Contact Person *[Signature]*

AFFIDAVIT DISCLOSING SLAVERY ERA PARTICIPATION, INVESTMENTS, OR PROFITS

- I, Kent Smith, am authorized to bind contractually the Company identified below.
- Information about the Company entering into a Contract with the City is as follows:

<u>LA Fashion District BID</u>	<u>(213) 488-1153</u>	<u>95-4436255</u>	
Company Name	Phone	Federal ID #	
<u>110 E 9th St Suite A 1175</u>	<u>Los Angeles</u>	<u>CA</u>	<u>90079</u>
Street Address	City	State	Zip
- Has the Company submitted the SDO Affidavit previously? NO YES Date of prior submission: _____
If "NO," complete Section 4, 5, and 6. If "YES," list the date of prior submission and skip to Section 6 and execute the form.
- The Company came into existence in 1993 (year).
- The Company has searched its records and those of any Predecessor Companies for information relating to Participation or Investments in, or Profits derived from Slavery or Slaveholder Insurance Policies. Based on that research, the Company represents that:
 - The Company found no records that the Company or any of its Predecessor Companies had any Participation or Investments in, or derived Profits from, Slavery or Slaveholder Insurance Policies during the Slavery Era.
 - The Company found records that the Company or its Predecessor Companies Participated or Invested in, or derived Profits from Slavery during the Slavery Era. The nature of that Participation, Investment, or Profit is described on the attachment to this Affidavit and incorporated herein.
 - The Company found records that the Company or its Predecessor Companies bought, sold, or derived Profits from Slaveholder Insurance Policies during the Slavery Era. The names of any Enslaved Persons or Slaveholders under the Policies are listed on the attachment to this Affidavit and incorporated herein.
- I declare under penalty of perjury under the laws of the State of California that the representations made herein are true and correct to the best of my knowledge.
Executed on December 15, 2008 at Los Angeles, CA
(Date) (City) (State)
Signature: *[Signature]* Title: Executive Director

DEFINITIONS

- Awarding Authority** means a subordinate or component entity or person of the City, such as a City Department or Board of Commissioners, that has the authority to enter into a Contract or agreement for the provision of goods or services on behalf of the City of Los Angeles.
- Company** means any person, firm, corporation, partnership or combination of these.
- Contract** means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies or rendering of any service to the City of Los Angeles or the public, which is let, awarded or entered into with or on behalf of the City of Los Angeles or any Awarding Authority of the City.
- Designated Administrative Agency (DAA)** means the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance.
- Enslaved Person** means any person who was wholly subject to the will of another and whose person and services were wholly under the control of another and who was in a state of enforced compulsory service to another during the Slavery Era.
- Investment** means to make use of an Enslaved Person for future benefits or advantages.
- Participation** means having been a Slaveholder during the Slavery Era.
- Predecessor Company** means an entity whose ownership, title and interest, including all rights, benefits, duties and liabilities were acquired in an uninterrupted chain of succession by the Company.
- Profits** means any economic advantage or financial benefit derived from the use of Enslaved Persons.
- Slavery** means the practice of owning Enslaved Persons.
- Slavery Era** means that period of time in the United States of America prior to 1865.
- Slaveholder** means holders of Enslaved Persons, owners of business enterprises using Enslaved Persons, owners of vessels carrying Enslaved Persons or other means of transporting Enslaved Persons, merchants or financiers dealing in the purchase, sale or financing of the business of Enslaved Persons.
- Slaveholder Insurance Policies** means policies issued to or for the benefit of Slaveholders to insure them against the death of, or injury to, Enslaved Persons.
- Affidavit** means the form developed by the DAA and may be updated from time to time. The Affidavit need not be notarized but must be signed under penalty of perjury.

EXHIBIT 8

BCA Form (6/08)

CITY OF LOS ANGELES

Awarding Dept: City Clerk/ASD
Dept Contact: Paula S. ...
MS: 159 OCC#: _____

NONDISCRIMINATION • EQUAL EMPLOYMENT PRACTICES • AFFIRMATIVE ACTION
CONSTRUCTION & NONCONSTRUCTION CONTRACTORS (VENDORS, SUPPLIERS, CONSULTANTS)

Los Angeles Administrative Code (LAAC), Division 10, Chapter 1, Article 1, Section 10.8 requires entities doing business with the City to comply with a Nondiscrimination/Affirmative Action Program. (Refer questions regarding these requirements to the Bureau of Contract Administration, Office of Contract Compliance, Equal Employment Opportunities Enforcement Section, at (213) 847-1922.) In order to comply, it is necessary that the bidder/proposer/respondent complete, sign and return with the bid/proposal/response, the following:

- A. For all contracts, the contractor agrees to adhere to the following Nondiscrimination Clause:
 - 1. The contractor agrees and obligates the company not to discriminate during the performance of this contract against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, age, sexual orientation, disability, marital status, domestic partner status, or medical condition; and
 - 2. All subcontracts awarded under this contract shall contain a like Nondiscrimination Clause.
- B. For construction contracts from \$1,000 to under \$5,000 and nonconstruction contracts from \$1,000 to under \$100,000, the contractor agrees to:
 - 1. Adhere to the Nondiscrimination Clause above;
 - 2. Designate a management level Equal Employment Opportunity Officer as provided for in Section "E" below; and
 - 3. Adhere to Equal Employment Practices provisions as outlined in LAAC § 10.8.3 and on Page A-3 of this document.
- C. For construction contracts of \$5,000 or more and non-construction contracts of \$100,000 or more, the contractor agrees to:
 - 1. Adhere to the Nondiscrimination Clause above;
 - 2. Designate a management level Equal Employment Opportunity Officer as provided for in Section "E" below;
 - 3. Adhere to Equal Employment Practices provisions as outlined in LAAC § 10.8.3 and on Pages A-4 and A-5 of this document;
 - 4. Complete the Ethnic Composition of Total Work Force Report provided on Page A-2 of this document; and
 - 5. Sign and submit an Affirmative Action Plan. The bidder must submit one of the two following plans:
 - a. Plan A. Los Angeles City Affirmative Action Plan ("Los Angeles City Affirmative Action Requirements") on Page A-6 and Page A-7 which is an approved plan requiring only signature of acceptance along with the Ethnic Composition of Work Force (Page A-2) and submittal to be effective; or,
 - b. Plan B. The Bidder's own Affirmative Action Plan for approval, which must contain at a minimum all of the elements of the City's Plan.
- D. Subcontractors:
 - 1. The contractor shall require the same documents indicated above to be submitted for subcontractors of any contract awarded by the City; and
 - 2. The contractor shall be responsible for obtaining the Affirmative Action Plans from its subcontractors. Additional forms are Available from the Office of Contract Compliance or the awarding authority.

E. Equal Employment Opportunity Officer:

Please be advised that Kent Smith Executive Director is hereby
NAME OF DESIGNEE TITLE

designated as the Company's Equal Employment Opportunity Officer. The Officer has been given the authority to establish, disseminate and enforce the Equal Employment and Affirmative Action Policies of this firm to ensure nondiscrimination in all of its employment practices. The Officer may be contacted at:

110 E 9th St Suite A 1175, LA, CA 90079 () 213-488-1153
WORK ADDRESS TELEPHONE

F. Signed Certification - The Contractor by its signature affixed hereto declares under penalty of perjury that:

- 1. The contractor has read the Nondiscrimination Clause in "A" above and certifies that it will adhere to the practices in the performances of all contracts;
- 2. The contractor has read the Equal Employment Practices provisions on Page A-3 and certifies that it will adhere to the practices in the performance of any construction contract \$1,000 to under \$5,000 and nonconstruction contract \$1,000 to under \$100,000;
- 3. The contractor has designated the Equal Employment Opportunity Officer as noted in Section "E" above;
- 4. The contractor has read the Affirmative Action Program provisions on Pages A-4 and A-5, certifies that it will adhere to the practices in the performance of any construction contract of \$5,000 or more and nonconstruction contract of \$100,000 or more and submits an Affirmative Action Plan. Indicate which plan is submitted: City Plan; Company Plan.
- 5. The information contained herein is true and correct.

All Certificates and Plans are effective for 12 months from date of approval by the Office of Contract Compliance.

DPOA-IA Fashion District BID
COMPANY NAME
110 E 9th St Suite A 1175
ADDRESS
Los Angeles, CA 90079
CITY, COUNTY, STATE, ZIP

Kent Smith
AUTHORIZED SIGNATURE
Kent Smith, Executive Director
NAME AND TITLE (TYPE OR PRINT)
213-488-1153 12-15-08
TELEPHONE DATE

EXHIBIT 8

OCC#

TOTAL COMPOSITION OF WORK FORCE

PRIME SUB ICA Form (6/08)

Contractor DPOA-LA Fashion District BID Project Title 5 YRS
 Contractor Address 110 E 9th St Suite A1175 LA CA Work Force as of (Date) 6 Length of Contract 5 *(If you have no employees, write "no employee at this time.")*

FOR CONSTRUCTION PROJECTS (L.A. County Only)

	AFRICAN AMERICAN (BLACK)		HISPANIC		ASIAN/PACIFIC ISLANDER		AMERICAN INDIAN/ALASKAN NATIVE		CAUCASIAN (NON-HISPANIC)		TOTAL EMPLOYEES		% MINORITY		GENDER	
	J	A	J	A	J	A	J	A	J	A	J	A	J	A	T	F
CRAFT																
Brick Layers																
Carpenters																
Electricians																
Garage Workers																
Iron Worker																
Laborers																
Operator Engineers																
Painters																
Pipe Trades																
Plasters / Cement																
Masons																
Sheet Metal Workers																
Teamsters																
Clerical																
Supervisory																
TOTAL																

FOR NON-CONSTRUCTION PROJECTS

	AFRICAN AMERICAN (BLACK)		HISPANIC		ASIAN OR PACIFIC ISLANDER		AMERICAN INDIAN/ALASKAN NATIVE		CAUCASIAN (NON-HISPANIC)		TOTAL EMPLOYEES		% MINORITY		GENDER	
	Regular	Trainee	Regular	Trainee	Regular	Trainee	Regular	Trainee	Regular	Trainee	R.	T	R	T	M	F
OCCUPATION																
Officials & Managers																
Professionals																
Technicians																
Sales Workers																
Office / Clerical																
Semi-Skilled																
Laborers (Unskilled)																
Service Workers																
TOTAL																

Employment statistics were obtained from:

Available Records Visual Check Other (Specify)

EXHIBIT 8

BCA Form (608)

EQUAL EMPLOYMENT PRACTICES PROVISIONS Construction Contracts in excess of \$1,000 or more but less than \$5,000 and Nonconstruction Contracts of \$1,000 or more but less than \$100,000

Sec. 10.8.3. Equal Employment Practices Provisions.

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$1,000 or more, and every construction contract for which the consideration is \$1,000 or more, shall contain the following provisions, which shall be designated as the EQUAL EMPLOYMENT PRACTICES provision of such contract:

- A. During the performance of this contract, the contractor agrees and represents that it will provide equal employment practices and the contractor and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 3. The contractor agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- C. As part of the City's supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, the contractor shall certify in the specified format that he or she has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- D. The contractor shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City contracts. On their or either of their request the contractor shall provide evidence that he or she has or will comply therewith.
- E. The failure of any contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.
- F. Upon a finding duly made that the contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, such contractor shall be disqualified from being awarded a contract with City of Los Angeles for a period of two years, or until the contractor shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.
- H. The Board of Public Works shall promulgate rules and regulations through the Office of Contract Compliance, and provide necessary forms and required language to the awarding authorities to be included in City Request for Bids or Request for Proposal packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this contract, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish the contract Compliance program.
- I. Nothing contained in this contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the City, or when an individual bid or proposal is submitted, the contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conducted of City Contracts.
- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
 1. Hiring practices;
 2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 3. Training and promotional opportunities; and
 4. Reasonable accommodations for persons with disabilities.
- L. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

EXHIBIT 8

BCA Form (6/08)

AFFIRMATIVE ACTION PROGRAM PROVISIONS Construction Contracts of \$5,000 or More and Nonconstruction Contracts of \$100,000 or More

Sec. 10.8.4. Affirmative Action Program Provisions.

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$100,000 or more and every construction contract with or on behalf of the City of Los Angeles for which the consideration is \$5,000 or more shall contain the following provisions which shall be designated as the AFFIRMATIVE ACTION PROGRAM provisions of such contract:

- A. During the performance of a City contract, the contractor certifies and represents that the contractor and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
 1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 3. The contractor shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- C. As part of the City's supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, the contractor shall certify on an electronic or hard copy form to be supplied, that the contractor has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- D. The contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City contracts, and on their or either of their request to provide evidence that it has or will comply therewith.
- E. The failure of any contractor to comply with the Affirmative Action program provisions of City contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.
- F. Upon a finding duly made that the contractor has breached the Affirmative Action Program provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that the contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City contract, there may be deducted from the amount payable to the contractor by the City of Los Angeles under the contract, a penalty of TEN DOLLARS (\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a City contract.
- H. Notwithstanding any other provisions of a City contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.
- I. The public Works board of Commissioners shall promulgate rules and regulations through the Office of Contract Compliance and provide to the awarding authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish this contract compliance program.
- J. Nothing contained in City contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.

EXHIBIT 8

BCA Form (6/08)

- K. The contractor shall submit an Affirmative Action Plan which shall meet the requirements of this Chapter at the time it submits its bid or proposal or at the time it registers to do business with the City. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, the contractor may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.
- (1) Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
 - (2) A contractor may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the City with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and the contractor.
- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 2. Classroom preparation for the job when not apprenticeable;
 3. Pre-apprenticeship education and preparation.
 4. Upgrading training and opportunities;
 5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
 6. The entry of qualified women, minority and all other journeymen into the industry; and
 7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's work force to achieve the requirements of the city's Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the City and may be used at the discretion of the City in its Contract Compliance Affirmative Action Program.
- P. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by contractors or suppliers engaged in the performance of City contracts.
- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

EXHIBIT 8

BCA Form (6/08)

LOS ANGELES CITY AFFIRMATIVE ACTION PLAN

LOS ANGELES CITY AFFIRMATIVE ACTION MANDATORY PROVISIONS

Notwithstanding any other provision of this Division to the contrary, every construction contract involving an expenditure of \$5,000 or more of City funds, except in cases of urgent necessity, as provided in Section 371 of the Charter of the city of Los Angeles and except as provided in Section 10.9 of this Code, shall contain as part of the contract an Affirmative Action Plan substantially as set forth in this section and which by the contractor's signature affixed thereto, shall constitute and be established as the contractor's Affirmative Action Plan. The Plan, which may be a plan proposed by the contractor or the City's proposed Plan prepared by the Office of Contract Compliance, shall be subject to the approval of the Office of Contract Compliance prior to award of the contract. The Plan may consist of a Plan approved by the Office of Contract Compliance within the previous twelve months. If the previously approved Plan is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance which shall be subject to approval before the contract may be awarded.

Sec. 10.13. Mandatory Provisions Pertaining to Nondiscrimination in Employment and Affirmative Action in Hiring Employees in the Performance of Work on Certain City Construction Contracts.

1. Construction Contracts Included.

The contractor shall not be eligible for an award of a City Construction Contract in excess of \$5,000, unless the contractor has submitted as part of the bid a written Affirmative Action Plan embodying both (1) anticipated levels of minority*, women and all other staffing utilization, and (2) specific affirmative action steps directed at applying good faith efforts in a nondiscriminatory manner to recruit and employ minority, women and all other potential staff or is deemed to have submitted such a program pursuant to Subsection 3 of this section. Both the anticipated levels and the affirmative action steps must be taken and applied in good faith and in a nondiscriminatory manner to attempt to meet the requirements of this section for all trades which are to be utilized on the project, whether subcontracted or not.

*"Minority" is defined as the term "minority person" is defined in subsection (f) of section 2000 of the California Public Contract Code.

2. Anticipated Utilization.

The plan must set forth anticipated minority, women, and all other staffing utilization by the contractor and all subcontractors on each project constructed by the City using those trades within the area of jurisdiction of the Los Angeles Building and Construction Trades Council within the City of Los Angeles in each work class and at all levels in terms of staff hours. The anticipated levels of minority, women and other staffing utilization shall be the levels at which each of those groups are represented in the relevant workforce in the Greater Los Angeles Area as determined by the U. S. Bureau of the Census and made available by the Office of Contract Compliance. Attainment of the anticipated levels of utilization may only be used as an indicia of whether the contractor has complied with the requirements of this section and has applied its Affirmative Action Plan in good faith and in a nondiscriminatory manner. Failure to attain the anticipated levels of utilization shall not, by itself, disqualify the contractor for award of a contract or subject the contractor to any sanctions or penalties.

In no event may a contractor utilize the requirements of this section in such a manner as to cause or result in discrimination against any person on account of race, color, religion, ancestry, age, disability, medical condition, marital status, domestic partner status, sex, sexual orientation, or national origin.

3. An Affirmative Action Plan.

The contractor certifies and agrees to immediately implement good faith efforts measures to recruit and employ minority, women, and other potential staff in a nondiscriminatory manner including, but not limited to, the following actions. The contractor shall:

a. Recruit and make efforts to obtain such employees through:

- (1) Advertising employment opportunities in minority and other community news media. Notifying minority, women and other community organizations of employment opportunities.
- (2) Maintaining contact with schools with diverse populations of students to notify them of employment opportunities.
- (3) Encouraging present minority, women and other employees to refer their friends and relatives.
- (4) Promoting after school and vacation employment opportunities for minority, women and other youth.
- (5) Validating all job specifications, selection requirements, tests, etc.
- (6) Maintaining a file of names and addresses of each worker referred to the contractor and what action was taken concerning such worker.
- (7) Notifying the appropriate awarding authority of the City and the Office of Contract Compliance in writing when a union with whom the contractor has a collective bargaining agreement has failed to refer a minority, woman or other worker.

b. Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in nondiscriminatory manner so as to achieve and maintain a diverse work force.

c. Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in such training programs to enhance their skills and advancement.

d. Secure cooperation or compliance from the labor referral agency to the contractor's contractual affirmative action obligations.

e. Establish a person at the management level of the contracting entity to be the Equal Employment Opportunity Office; such individual to have the authority to disseminate and enforce the company's Equal Employment and Affirmative Action Policies.

EXHIBIT 8

BCA Form (6/08)

- f. Maintain such records as are necessary to determine compliance with equal employment and affirmative action obligations, and making such records available to City, State and Federal authorities upon request.
4. The contractor shall make a good faith effort with respect to apprenticeship and training program to:
 - a. Recruit and refer minority, women and other employees to such programs;
 - b. Establish training programs within the company and/or its association that will prepare minority, women and other employees for advancement opportunities.
 - c. Abide by the requirements of the Labor Code of the State of California with respect to the provision of apprenticeship job opportunities.
5. The contractor shall establish written company policies, rules, and procedures which shall be encompassed in a company-wide Affirmative Action Plan for all its operations and contracts. Said policies shall be provided to all employees, subcontractors, vendors, unions and all others with whom the contractor may become involved in fulfilling any of its contracts. The company's Affirmative Action Plan shall encompass the requirements contained herein as a minimum and shall be submitted with its bid to the appropriate awarding authority of the City and to the Office of Contract Compliance of the City.
6. Where problems are experienced by the contractor in complying with its obligations pursuant to this section, the contractor shall document its good faith effort to comply with the requirements by the following procedure. The contractor shall state:
 - a. What steps were taken, how and on what date.
 - b. To whom those efforts were directed.
 - c. The responses received, from whom and when.
 - d. What other steps were taken or will be taken to comply and when.
 - e. Why the contractor has been or will be unable to comply.
7. The contractor shall complete and file, and require each of its known subcontractors to complete and file with the contractor's bid for the subject project an acceptable Affirmative Action Plan.
8. The contractor shall submit and require each of its subcontractors to submit an Ethnic Composition of the Company's Total Work Force (by employees) prior to the date of award of the contract.
9. No contract shall be executed until the appropriate awarding authority of the City of Los Angeles, and the Federal funding agency (if Federal funds are involved), has determined in writing that such contractor has executed and filed with the awarding authority and the City Office of Contract Compliance the required Affirmative Action Plan.
10. It shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for referral, exclusive or otherwise, failed to refer minority, women or other employees.
11. Subject to this subsection the contractor shall execute such further forms and documentation at such times and as may be required by the appropriate awarding authority of the City of Los Angeles.
12. Where the contractor has failed to comply with the requirements contained in this section, any and all sanctions allowed by law may be imposed upon the contractor.
13. The Office of Contract Compliance within the Department of Public Works shall be responsible for administering the City's Contract Compliance Program in the manner described in Sections 22.359 through 22.359.5 of this Code.
14. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

By its execution hereof, the contractor accepts and submits the foregoing as its Affirmative Action Plan.

12-15-08
DATE

Downtown LA Property Owners Association

LA Fashion District BID
FIRMNAME

A-7


OFFICER'S SIGNATURES

Kent Smith, Executive Director
OFFICER'S NAME AND TITLE (TYPE OR PRINT)

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Print or type
See Specific instructions on page 2.

Name (as shown on your income tax return)
Downtown Los Angeles Property Owners Association (DPOA)

Business name, if different from above
LA Fashion District Business Improvement District (BID)

Check appropriate box: Individual/Sole proprietor Corporation Partnership
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ Exempt payee
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
110 E 9th St Suite A 1175

City, state, and ZIP code
Los Angeles, CA 90079

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number	
or	
Employer identification number	
95	4436255

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ *[Signature]* Date ▶ 12-15-08

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f)), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ³
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Additional Guidelines

- *All California vendors within the LATD/LACT are responsible for billing and collecting all sales taxes at 8.25%. If a vendor fails to include sales tax at the time of billing, the department must inform the vendor that the City is not exempt from paying the sales tax and to resubmit a corrected invoice that includes the 8.25% tax. If a vendor does not resubmit a corrected invoice, the department pays the invoice as billed, as it is the responsibility of the seller to collect the appropriate tax.*
- *There are exceptions that may arise, such as paying for food for zoo animals, and the vendor does not bill tax; add 8.25 % tax to the invoice, process the PV using tax code "5" & tax indicator "Y" and indicate that tax is paid directly to SBE, in the description field.*
- *For California vendors located outside the LATD/LACT, billing the City other than 8.25% or 7.25% and the point of delivery is located outside the LATD/LACT, the department pays the invoice as billed and uses tax code "2" and tax indicator "Y".*
- *The City of Los Angeles is responsible for paying Use Tax to the SBE for all taxable goods from out-of-state vendors (including purchasing card out of state purchases, when applicable) without verifying the sales tax permit number from SBE, by adding 8.25% tax to the invoice and using tax code "5" and tax indicator "Y" and indicating that 8.25% Use Tax is paid directly to SBE in the PV description field.*

Exception: When a department has a Resale Permit number, the department does not need to pay Use Tax to SBE.

1.5.13 Taxpayer Identification Numbers (TIN) – Form W-9

Taxpayer Identification Numbers (TIN) are required when processing payments for ~~independent contractors~~ (non-City employee) under a personal services contract or provider of legal, health and medical services. This number may be in the form of a social security number (SSN) or a Federal employer identification number (FEIN).

The best method of obtaining the taxpayer identification number is to request a W-9 form at the execution of the services contract with the vendor. Once the W-9 is obtained,

- Submit a Vendor Maintenance Form with the W-9 attached, with the 1099 indicator and EIN/SSN fields completed.
- If a Vendor Maintenance Form is on file, ensure that the SSN is correct and the 1099 indicator field is marked with a "Y".
- A copy of the W-9 form should be maintained with the accounts payable file.

It is important that the vendor's file is kept current with the correct TIN. In the event of an Internal Revenue Service (IRS) audit, the City may be required to withhold a