

CONTRACT SUMMARY SHEET

TO: THE OFFICE OF THE CITY CLERK,
COUNCIL/PUBLIC SERVICES DIVISION
ROOM 395, CITY HALL

DATE: November 14, 2011

(PLEASE DO NOT STAPLE THE CONTRACT FOR THE CLERK'S FILE)

FROM (DEPARTMENT): City Clerk

CONTACT PERSON: Eugene Van Cise

PHONE: 213-978-1315

CONTRACT NO.: C-119858

COUNCIL FILE NO.: 09-3027

ADOPTED BY COUNCIL: 9/14/11

DATE

APPROVED BY BPW: 10/12/11

DATE

NEW CONTRACT

AMENDMENT NO.

ADDENDUM NO.

SUPPLEMENTAL NO.

CHANGE ORDER NO.

CONTRACTOR NAME: Hollywood Chamber of Commerce

TERM OF CONTRACT: January 1, 2012

THROUGH: December 31, 2021

TOTAL AMOUNT: N/A

PURPOSE OF CONTRACT:

Administration of the East Hollywood Business Improvement District

AGREEMENT TO ADMINISTER THE PROPERTY-BASED
BUSINESS IMPROVEMENT DISTRICT

AGREEMENT NO. _____

This Agreement ("Agreement") is entered into by and between the CITY OF LOS ANGELES, a municipal corporation ("City"), and the Hollywood Chamber of Commerce, 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 East Hollywood Business Improvement District, for the purpose of conveying special benefits to parcels assessed as part of the East Hollywood Business Improvement District, with reference to the following facts:

RECITALS

- A. On September 14, 2011, 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. 181881 ("Ordinance"), which established the East Hollywood Business Improvement District ("District") and levied assessments on the parcels of real property within the District. (Council File No. 09-3027).
- 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, 2012 to and including December 31, 2021, 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, 2012 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, 2013, 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 may 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. If Corporation decides to make any changes to the Management District Plan, Corporation will request City Council authorization to make said modifications pursuant to Sections 36635 and 36636 of the Act. 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, 2012, 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. The recoverable City costs are three percent (3%) of the total annual assessments. For the first fiscal year estimated recoverable costs will be \$5,950.50.
- 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 (Rev. 03/09) (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. 03/09) (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: Miranda Paster, Acting 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: Leron Gubler, President
Hollywood Chamber of Commerce
7018 Hollywood Boulevard
Hollywood, CA 90028

Phone (323) 469-8311 / Fax (323) 469-2805
Email: Leron@hollywoodchamber.net

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

- 15.1. City may terminate this Agreement for City's convenience at any time by giving Corporation thirty (30) days written notice thereof. Upon receipt of said notice, Corporation shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. City shall pay Corporation its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by

Corporation to effect such termination. Thereafter, Corporation shall have no further claims against City under this Agreement.

- 15.2. 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(a)(1). 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 section, 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, including 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. 03/09), 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 Hollywood Chamber of Commerce for administration of the East Hollywood Business Improvement District on behalf of the parties to this Agreement.

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

CORPORATION:
HOLLYWOOD CHAMBER OF COMMERCE
a California non-profit corporation

By: [Signature]
JUNE LAGMAY
City Clerk

By: [Signature]
LERON GUBLER
President

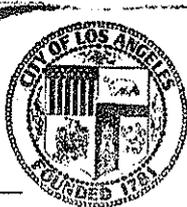
Date: 11/9/11

Date: 9-12-11

By: [Signature]
MARTY SHELTON
Chairman of the Board

Date: 9-12-11

APPROVED AS TO FORM:
CARMEN A. TRUTANICH, City Attorney



ATTESTATION:
JUNE LAGMEY, City Clerk

By: [Signature]
Deputy City Attorney

By: [Signature]
Deputy

Date: 11-8-11

Date: 11-14-2011

Council File No. 09-3027

C-119858

**EAST HOLLYWOOD
PROPERTY AND BUSINESS
IMPROVEMENT DISTRICT
MANAGEMENT DISTRICT PLAN**

Prepared pursuant to the State of California Property and Business Improvement District Law of 1994, as amended, and Section 4, Article XIII D of the California Constitution, to create a Property and Business Improvement District within the City of Los Angeles

January 1, 2012 – December 31, 2021

Prepared by

The logo for CIVITAS features the word "CIVITAS" in a serif font, centered horizontally. Above the text is a circular arrangement of twelve small, five-pointed stars, resembling the flag of the City of Los Angeles.

CIVITAS

May 23, 2011

East Hollywood Property and Business Improvement District Management District Plan

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Attachment A – East Hollywood Property and Business Improvement District Engineer’s Report

I. INTRODUCTION AND OVERVIEW

Developed by a growing coalition of parcel owners, the East Hollywood Property and Business Improvement District ("District"), is a special assessment district that has funded improvements to the commercial area of East Hollywood, primarily along the major corridors of Vermont Avenue, Sunset Boulevard, Hollywood Boulevard and Edgemont Street. The District has reached the end of its first term; owners within the District desire to renew it. The renewed District will continue various programs and services to increase the commercial activity of the East Hollywood District. This approach has been used successfully in East Hollywood and other improvement districts throughout the country to increase sales, attract new tenants and increase occupancies.

Location: The District generally runs along Vermont Avenue from Highway 101 north to Hollywood Boulevard in East Hollywood; along Hollywood Boulevard from Vermont Avenue west to Edgemont Street; and along Sunset Boulevard from Edgemont Street east to Lyman Place. The District will be divided into three benefit zones based upon the services provided in each zone. A complete detailed boundary and benefit zone description can be found in Section III.

Services: To increase commercial activities, attract new businesses, and increase patronage to individual assessable parcels located within the boundaries of the District, the renewed District will continue to provide the following services: streetscape improvements and landscaping programs to improve the image of the District; litter and debris removal, median landscape maintenance, tree watering and trash receptacle cleaning; machine washing of sidewalks; graffiti removal; a marketing and promotions program targeting the positive image enhancement of the District; representation of parcel owners interests and acquisition of funds and grants to improve the East Hollywood District.

Budget: The total maximum District budget in the first year of operation is \$198,349.94 with a maximum increase of 3% per year for the District's ten (10) years of operation.

Financing: The District's source of financing will be special assessments levied on benefiting parcels located within the boundaries of the District. Parcels zoned RD1.5 or RD3, including residential and agricultural uses, are exempt from assessment. The District will be divided into three benefit zones with assessment rates based upon the services provided to each zone. The assessment rates for each zone are:

Zone	Lot Rate (\$/Parcel Sqft/Yr)	Frontage Rate (\$/Front Ft/Yr)
1	\$0.059300	\$0.055500
2	\$0.029650	\$0.027750
3	\$0.016011	\$0.014985

For a detailed discussion on rates and benefits supporting these rates see Section V, Assessment Information.

Renewal: District renewal requires submittal of petitions from parcel owners representing more than 50% of the total annual assessment. The "Right to Vote on Taxes Act" (also known as Proposition 218) requires a ballot vote in which a majority of the ballots returned favor forming the District.

Duration: The District will have a ten-year life. The timeline for implementation and completion of the District's Management District Plan will be January 1, 2012 to December 31, 2021. After ten (10) years, if the District were to continue a new Management District Plan and Engineer's Report must be prepared, and the petition, ballot, and hearing processes must be repeated.

II. HISTORY OF EAST HOLLYWOOD PROPERTY AND BUSINESS IMPROVEMENT DISTRICT

East Hollywood property and business owners began to develop an organizational structure of financing to address some of the challenges in the East Hollywood commercial corridor in 2006. Part of this endeavor was a coordinated effort to distinguish East Hollywood as a desirable commercial area in Los Angeles. The *East Hollywood Property and Business Improvement District Management District Plan* (Management District Plan), and the creation of an Owners' Association, with a secure funding mechanism, provided another critical step in achieving the vision developed by the parcel and business owners.

Preliminary results were obtained from parcel and business owners. Cleaning and painting of physical improvements were identified as a high priority. When asked how limited resources should be allocated, many parcel owner and business owner groups indicated a desire for increased physical improvement and cleaning services. Many respondents also suggested that marketing and promotions were also important program considerations for the area. Some stakeholders responded that they would dedicate resources to the development of an advocacy program for East Hollywood. The respondents agreed that there is need for immediate action in the key problem areas and that the business improvement district option should be explored.

In 2010, Stakeholders again held meetings to discuss renewing the District. Stakeholders determined it would be beneficial to renew the District, and began holding meetings to determine service priorities and undertake the renewal process.

III. EAST HOLLYWOOD PROPERTY AND BUSINESS IMPROVEMENT DISTRICT BOUNDARIES

The District will deliver services along the East Hollywood commercial corridor. The District includes commercially zoned parcels along Vermont Avenue from Highway 101 north to Hollywood Boulevard; along Hollywood Boulevard from Vermont Avenue west to Edgemont Street; and along Sunset Boulevard from Edgemont Street east to Lyman Place. The District is generally comprised of commercially-zoned parcels with street frontage along Vermont Avenue, Sunset Boulevard, and Hollywood Boulevard, and includes some public-use parcels.

The boundaries of the District are more particularly described as follows:

District Boundary

Beginning at the southeast corner of the intersection of Hollywood Boulevard and Vermont Avenue, southeast along the south side of Hollywood Boulevard to the northeast corner of Assessor Parcel Number (APN) 5542-014-001 (Map Key 62). South along the eastern boundary of parcels fronting the east side of Vermont Avenue to the northwest corner of APN 5542-015-022 (Map Key 68). East along the northern boundary of parcels fronting the north side of Sunset Boulevard to Rodney Drive. South along the west side of Rodney Drive, across Sunset Boulevard. East along the south side of Sunset Boulevard to Lyman Place. South along the west side of Lyman Place to Fountain Avenue. West along the north side of Fountain Avenue to a point opposite the northeast corner of APN 5542-018-035 (Map Key 79). South across Fountain Avenue and continuing south along the eastern boundary of parcels fronting the east side of Vermont Avenue across La Mirada Avenue, Lexington Avenue, Vermont Place, Santa Monica Boulevard, Willow Brook Avenue, Lockwood Avenue, Burns Avenue, Normal Avenue, Monroe Street, Marathon Street, Melrose Avenue, and Clinton Street to the north side of US Highway 101.

Northwest along the north side of US Highway 101 across Vermont Avenue to the southwest corner of APN 5538-028-010 (Map Key 17).

North along the western boundary of parcels fronting the west side of Vermont Avenue, across Clinton Street, Melrose Avenue, Monroe Street, Willow Brook Avenue, Santa Monica Boulevard, Lexington Avenue, and Fountain Avenue, to the south line of APN 5543-013-002 (Map Key 108). West along the southern boundary of parcels fronting the south side of Sunset Boulevard across New Hampshire Avenue, L Ron Hubbard Way, Catalina Street, and Edgemont Street to the southwest corner of APN 5543-020-023 (Map Key 124). North along the western boundary of APN 5543-020-023 (Map Key 124) across Sunset Boulevard and continuing north along the western boundary and east along the northern boundary of APN 5543-007-025 (Map Key 90) to Edgemont Street. Northeast across Edgemont Street to the northwest corner of APN 5543-010-017 (Map Key 97), and continuing east along the northern boundary of said parcel. North along the western boundary of APN 5543-010-900 (Map Key 98), APN 5543-011-901 (Map Key 100), and APN 5543-009-902 (Map Key 96), then west along the southern boundary of APN 5543-009-021 (Map Key 92), across Edgemont Street, and continuing west along the southern boundary and north along the western boundary of APN 5543-008-007 (Map Key 91) across Hollywood Boulevard to the northwest corner of APN 5589-038-036 (Map Key 132).

East along the northern boundary of parcels fronting the north side of Hollywood Boulevard, across Edgemont Street and Berendo Street to New Hampshire Avenue. South along the west side of New Hampshire Avenue, across Hollywood Boulevard. Southeast along the south side of Hollywood Boulevard to the point of beginning.

Assessor's Parcel Number 5589-028-900, at the northwest corner of the intersection of Hollywood Boulevard and Vermont Avenue will not receive services and will not be included in the District.

Benefit Zones

Zone 1

Zone 1 includes parcels fronting the east side of Vermont Avenue between the south side of Hollywood Boulevard and the north side of Sunset Drive; parcels fronting the north side of Sunset Boulevard between the east side of Vermont Avenue and the west side of Rodney Drive; parcels fronting the south side of Sunset Boulevard between the west side of Edgemont Street and the west side of Vermont Avenue; parcels fronting the west side of Vermont Avenue between the south side of Sunset Boulevard and the north side of Willow Brook Avenue; parcels fronting the east side of Vermont Avenue between the south side of Fountain Avenue and the north side of Monroe Street; the parcels fronting the east side of Vermont Avenue between the south side of Marathon Street and the north side of US Highway 101; and the parcels fronting the west side of Vermont Avenue between the south side of Melrose Avenue and US Highway 101.

Zone 2

Zone 2 includes all parcels within the District boundaries northeast of the intersection of Sunset Boulevard and Vermont Avenue; the block bounded by Vermont Avenue in the west, Sunset Boulevard in the north, Lyman Place in the east, and Fountain Avenue in the south; and the block bounded by New Hampshire Avenue in the west, Monroe Street in the north, Vermont Avenue in the east, and Melrose Avenue in the south.

Zone 3

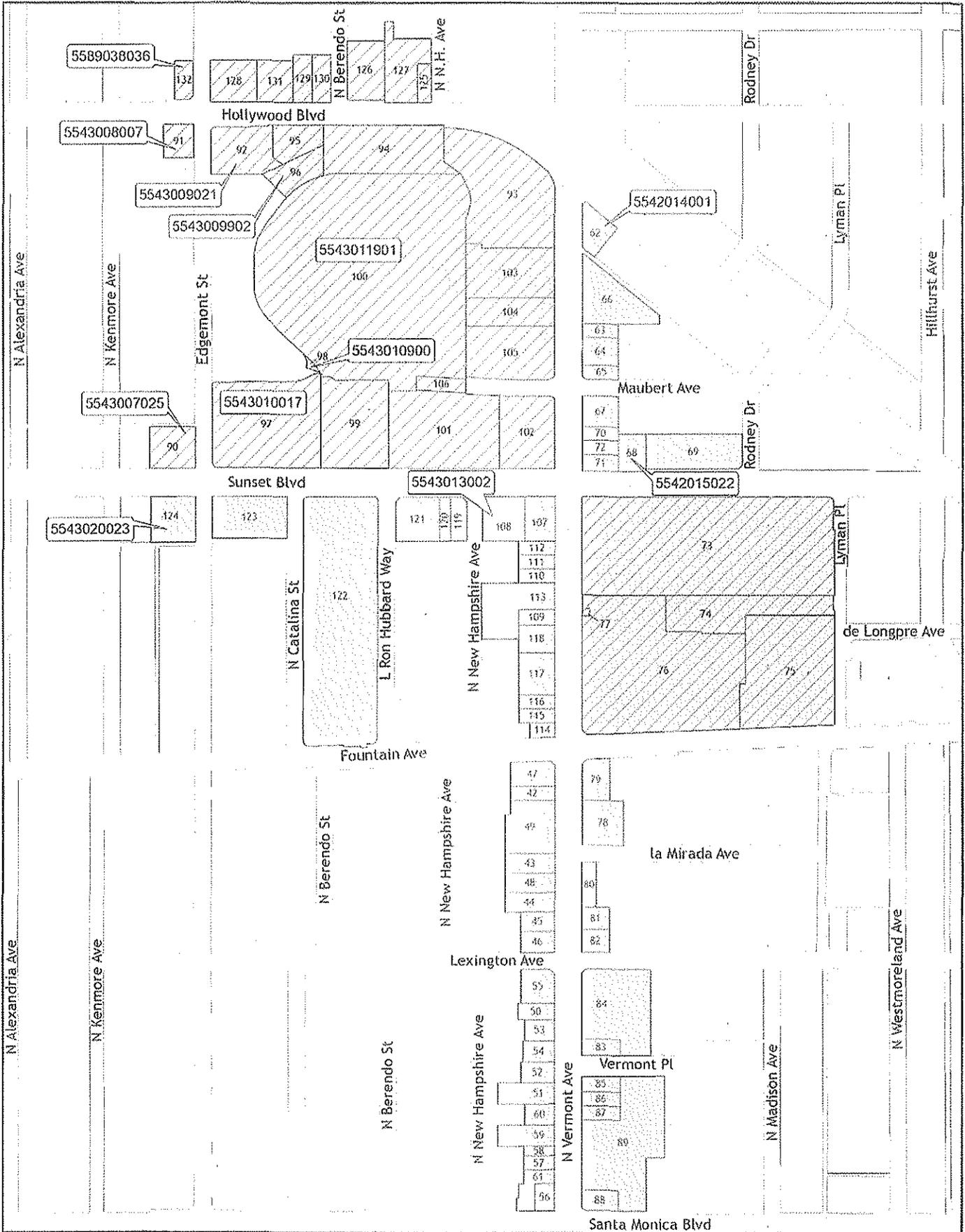
Zone 3 includes parcels fronting the west side of Vermont Avenue between the south side of Willow Brook Avenue and the north side of Monroe Street; and the parcel fronting the east side of Vermont Avenue between the south side of Monroe Street and the north side of Marathon Street.

District boundaries and benefit zones were developed based on the special benefits to be received by individual assessable parcels along the major commercial corridors of Vermont Avenue, Hollywood Boulevard, Sunset Boulevard, and Edgemont Street. Parcels were reviewed to determine the parcel's zoning, if the parcel was included in an existing District, and if the parcel would receive special benefits from the District services. The District includes 132 parcels. For further information, a District Boundary Map showing benefit zones is included on the following three pages.

East Hollywood Property & Business Improvement District

Map Book Page 1 of 2

-  Zone 1
-  Zone 2
-  Zone 3

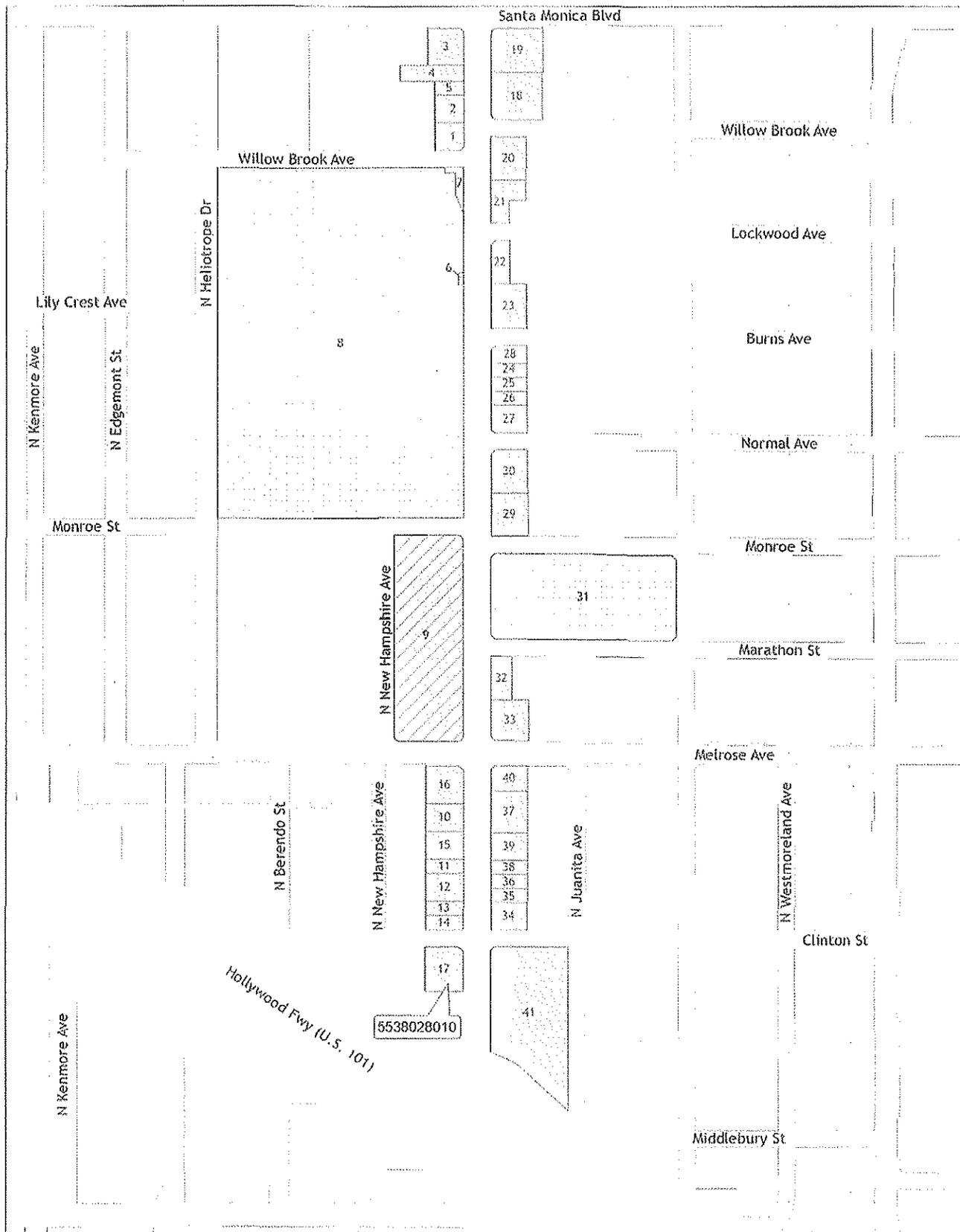




East Hollywood Property & Business Improvement District

Map Book Page 2 of 2

- Zone 1
- Zone 2
- Zone 3



IV. SERVICES

The renewed District will continue providing services for individual assessable commercial parcels within the District boundaries. All special benefits conferred on each parcel shall be provided based upon this Management District Plan. For detailed support of the assessments, please see the attached Engineer's Report. Descriptions and budgets of the District's programs and services are provided on the following pages.

The following are programs and services to be provided by the renewed District within the district boundaries:

1. Streetscape and Landscape Projects

By continuing streetscape and landscape projects, the District will continue building long-lasting aesthetic enhancements. Over time, this will continue to improve the area. Some of these improvements will be tree planting, and weed removal throughout the District, maintaining aesthetic quality, painting streetlight poles, and landscaping. Streetscape and landscape projects and services will only be provided within the District boundaries.

2. Maintenance

The District's tree trimming, sidewalk cleaning, median landscape maintenance, trash receptacle cleaning, and litter removal services are above and beyond the baseline of services currently delivered by the City of Los Angeles. Maintenance services will only be provided within the District boundaries.

Clean-Up Personnel: Full-time personnel will collect and remove litter and remove refuse and debris from sidewalks within the District boundaries on a regular basis. This will include gutter and storm drain cleaning, and removal of illegally dumped litter.

Median Landscape Maintenance: Median improvements are currently under construction. Median service will include weed removal and trimming to provide a welcoming, attractive business environment.

Trash Receptacle Cleaning: Trash liners will be replaced on a regular basis from receptacles located within the boundaries of the District.

Tree Watering and Trimming: Trees within the District boundaries will be watered and trimmed within the boundaries of the District to ensure that businesses are visible and the business environment is free from trash and debris caused by falling limbs and leaves.

Sidewalk Cleaning: Sidewalks within the District boundaries will be pressure washed on a schedule set by the Owners' Association. There will also be ongoing spot removal, including graffiti and sticker removal, within the boundaries of the District as needed.

3. Administration and Advocacy

The District's administrative staff will represent the area in support of policies, initiatives and legislative actions that enhance the District's ability to develop as a vibrant commercial area. The District will represent businesses in matters relating to alternative resources, effective land use, planning decisions, and economic development initiatives. Administration services will only be provided to individual assessable parcels within the District boundaries.

4. Marketing and Promotion

The District will have a unified marketing and promotion program that will collaborate with District businesses. It is the intent of this program to allow the public to view the area as a single destination with a rich collection of attractions, events and services. These programs will include marketing, promotions and business advocacy. Goals of this program include increased customer traffic and sales. The Owners' Association will work in conjunction with the local Chamber of Commerce to promote the District, which may include the use of pole banners, logos, promotional materials including visitors' guides, and press releases. Marketing and promotion services will only be provided to individual assessable parcels within the District boundaries. According to the District's benefit zones, these marketing services will be provided to the assessable parcels within the boundaries of the District.

Services provided by the District will be based on benefit zone. Parcels in Zone 1 will receive the most services because they have the highest amount of pedestrian traffic and need for services. Parcels in Zone 2 will receive fewer services than Zone 1 as they have less pedestrian traffic and need for services, and parcels in Zone 3 will receive fewer services than both Zones 1 and 2 as they have the least amount of pedestrian traffic and need for services. Services provided in Zones 2 and 3 which are also provided in Zone 1, and services provided in Zone 3 which are also provided in Zone 2, will be provided at lesser frequencies than those in the respective higher zones.

Zone 1

Parcels in Zone 1 will receive the following services. Services provided in Zone 1 will be provided to individual assessable parcels one deep (fronting) Vermont Avenue and Sunset Boulevard, respectively.

1. Streetscape and Landscape Projects

Parcels in Zone 1 will receive tree planting, landscape maintenance, weed removal throughout the Zone, aesthetic quality improvements, painting streetlight poles, and landscaping. These services will only be provided to individual assessable parcels within the district and Zone 1 boundaries.

2. Maintenance

Clean-Up Personnel: Full-time personnel will collect and remove litter and remove refuse and debris from Zone 1 sidewalks on a regular basis. This will include gutter and storm drain cleaning, and removal of illegally dumped litter. These services will only be provided to individual assessable parcels within the district and Zone 1 boundaries.

Median Landscape Services: Median landscaping will be maintained to provide a welcoming, attractive business environment. These services will only be provided to individual assessable parcels within the district and Zone 1 boundaries.

Trash Receptacle Cleaning: Trash liners will be replaced on a regular basis. These services will only be provided to individual assessable parcels within the district and Zone 1 boundaries.

Tree Watering and Trimming: Newly planted trees will be watered and trimmed to ensure that businesses are visible. All trees within the Zone 1 boundaries will be tended to as needed. These services will only be provided to individual assessable parcels within the district and Zone 1 boundaries.

Sidewalk Cleaning: Sidewalks in Zone 1 will be pressure washed at least three times per year. There will also be ongoing spot removal, including graffiti and sticker removal, within the Zone 1

boundaries as needed. These services will only be provided to individual assessable parcels within the district and Zone 1 boundaries.

3. Administration and Advocacy

The District's administrative staff will represent the zone in support of policies, initiatives and legislative actions that enhance Zone 1's ability to develop as a vibrant, contributing member of the Los Angeles region as a whole. The District will advocate for additional alternative resources, effective land use, planning decisions, and economic development initiatives. These services will only be provided to individual assessable parcels within the district and zone 1 boundaries.

4. Marketing and Promotion

The District will have a unified marketing and promotion program that will collaborate with Zone 1 businesses. It is the intent of this program to allow the public to view the zone as a single destination with a rich collection of attractions, events and services. These programs will include marketing, promotions and business advocacy. Goals of this program include increased customer traffic, sales and property values. The Owners' Association will work in conjunction with the local Chamber of Commerce to promote Zone 1 parcels which may include the use of pole banners, logos, promotional materials including visitors' guides, and press releases. These services will only be provided to individual assessable parcels within the district and Zone 1 boundaries.

Zone 2

Zone 2 will receive the following services. Services provided in Zone 2 will be provided to individual assessable parcels one deep (fronting) Hollywood Boulevard, Edgemont Street, Sunset Boulevard, Vermont Avenue and Lyman Place; those individual assessable parcels which are included in the two blocks encompassed by Hollywood Boulevard, Vermont Avenue, Sunset Boulevard and Edgemont Street; and the block encompassed by N. New Hampshire Avenue, Monroe Street, W. Vermont Street and Melrose Avenue.

1. Streetscape and Landscape Projects

The district will provide Zone 2 parcels with limited landscape and streetscape projects, namely tree planting and painting streetlight poles. These services will only be provided to individual assessable parcels within the district and Zone 2 boundaries.

2. Maintenance

Median Landscape Services: Medians will be maintained to provide a welcoming, attractive business environment. These services will only be provided to individual assessable parcels within the district and Zone 2 boundaries.

Tree Watering and Trimming: Newly planted trees will be watered and trimmed to ensure that businesses are visible. All trees within the Zone 2 boundaries will be tended to once per year. These services will only be provided to individual assessable parcels within the district and zone 2 boundaries.

Trash Receptacle Cleaning: Trash liners will be replaced on a limited. These services will only be provided to individual assessable parcels within the district and zone 2 boundaries.

Sidewalk Cleaning: Sidewalks in Zone 2 will be pressure washed at least two times per year. There will also be ongoing spot removal, including graffiti and sticker removal, within the Zone 2 boundaries as needed. These services will only be provided to individual assessable parcels within the district and zone 2 boundaries.

3. Administration and Advocacy

The District's administrative staff will advocate in support of policies, initiatives and legislative actions that enhance Zone 2's ability to develop as a vibrant, contributing member of the Los Angeles region as a whole. The District will advocate for additional alternative resources, effective land use, planning decisions, and economic development initiatives. These services will only be provided to individual assessable parcels within the district and zone 2 boundaries.

Zone 3

Parcels in Zone 3 will receive the following services. Services provided in Zone 3 will be provided to individual assessable parcels one deep (fronting) Vermont Avenue.

1. Streetscape and Landscape Projects

Parcels in Zone 3 will receive painted streetlight poles. Zone 3 parcels will also receive tree planting; however, there is very little space in Zone 3 for tree planting so this service will be limited. These services will only be provided to individual assessable parcels within the district and Zone 3 boundaries.

2. Maintenance

Median Landscape Services: Medians will be maintained to provide a welcoming, attractive business environment. These services will only be provided to individual assessable parcels within the district and Zone 3 boundaries.

Trash Receptacle Cleaning: Trash liners will be replaced on a very limited basis from receptacles. These services will only be provided to individual assessable parcels within the district and Zone 3 boundaries.

Sidewalk Cleaning: Sidewalks will be pressure washed at least once per year. There will also be graffiti and sticker removal within the Zone 3 boundaries as needed. These services will only be provided to individual assessable parcels within the district and Zone 3 boundaries.

3. Administration

The District's administrative staff will coordinate the services provided to parcels in Zone 3. These services will only be provided to individual assessable parcels within the district and Zone 3 boundaries.

Summary of District Services Provided by Zone

Service	Zone 1	Zone 2	Zone 3
Tree Planting	√	√	√ (limited)
Landscape Services	√		
Weed Removal	√		
Painting Streetlight Poles	√	√	√
Landscape Installation	√		
Clean-Up Personnel	√		
Median Landscape Services	√	√	√
Trash Receptacle Service	√	√	√ (limited)
Tree Watering and Trimming	√ (as needed)	√ (1x year)	
Sidewalk Cleaning	√ (3x year)	√ (2x year)	√ (1x year)
Administration	√	√	√
Advocacy	√	√	
Marketing & Promotions	√		

Annual Budget

The table on the next page outlines the District's annual budget and reflects possible 3% increases for the second through tenth years of the District. Each year the Owners' Association can decide to implement an assessment increase of up to 3% based on the Consumer Price Index (CPI).

The District special assessment will appear as a separate line item on annual Property Tax bills prepared by the County of Los Angeles.

As stipulated by Proposition 218, assessment District programs and activities may confer a combination of general and special benefits to properties, but the only program benefits that can be funded through assessments are those attributed to special property related benefits. For the purposes of this analysis, a "general benefit" is hereby defined as: "A benefit to properties in the area 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". From this, the definition of "special benefit" would thereby be: "A benefit unique and special to identified properties resulting from the improvement, activity, or service to be provided by the assessment levied". Proposed District assessments will only be levied on individual assessable parcels within District boundaries and, in turn, assessment revenues will only be spent on programs, improvements and services that provide direct or special benefit to individual assessable parcels within the District boundaries. It is hereby determined that any general benefits are not quantifiable, measurable or tangible in the District area and to the surrounding community or the public in general. The programs and services listed in this Management District Plan will constitute a special benefit to each of the individual assessable parcels within the District as those services are designed to increase foot traffic, improve the commercial core, increase marketing of commercial entities in the District and improve the aesthetic appearance of the District. These services will only be provided to individual assessable parcels within the District boundaries.

The Owner's Association shall not issue bonds to finance any services or improvements of the district.

Annual Budget, Year One

Service Type	Budget Percent	Year One \$ Amount
Streetscape/Landscape	37%	\$73,389.48
Maintenance	31%	\$61,488.48
Administration/Advocacy	18%	\$35,702.99
Marketing	11%	\$21,818.49
Contingency	3%	\$5,950.50
Total	100%	\$198,349.94

The District's annual budget will be developed by the Owners' Association. Each year, surplus of the remaining budget will be carried forward to the next year's operating budget. Any accrued interest and delinquent payments will be expended in the budgeted categories.

District Annual Assessment Totals Reflecting Possible 3% Increase Per Year

Category	Streetscape	Maintenance	Marketing	Admin	Contingency	Total
% Budget	37%	31%	11%	18%	3%	100%
2012	\$73,389.48	\$61,488.48	\$21,818.49	\$35,702.99	\$5,950.50	\$198,349.94
2013	\$75,591.16	\$63,333.14	\$22,473.05	\$36,774.08	\$6,129.01	\$204,300.44
2014	\$77,858.90	\$65,233.13	\$23,147.24	\$37,877.30	\$6,312.88	\$210,429.45
2015	\$80,194.66	\$67,190.12	\$23,841.66	\$39,013.62	\$6,502.27	\$216,742.33
2016	\$82,600.50	\$69,205.83	\$24,556.91	\$40,184.03	\$6,697.34	\$223,244.60
2017	\$85,078.52	\$71,282.00	\$25,293.61	\$41,389.55	\$6,898.26	\$229,941.94
2018	\$87,630.87	\$73,420.46	\$26,052.42	\$42,631.24	\$7,105.21	\$236,840.20
2019	\$90,259.80	\$75,623.08	\$26,833.99	\$43,910.17	\$7,318.36	\$243,945.41
2020	\$92,967.59	\$77,891.77	\$27,639.01	\$45,227.48	\$7,537.91	\$251,263.77
2021	\$95,756.62	\$80,228.52	\$28,468.19	\$46,584.30	\$7,764.05	\$258,801.68

Budget Adjustments

Any annual budget surplus or deficits will be rolled into the following year's District budget. The budget will be set accordingly, within the constraints of the CPI to adjust for surpluses or deficits carried forward. Upon the termination of the District, any remaining funds will be transferred to the renewed District, if one is established pursuant to Streets and Highways Code Section 36660 (b). Unexpended funds will rollover one year to the next and will be returned to property owners if the District is not renewed.

V. ASSESSMENT INFORMATION

Assessment Formula

Individual assessable parcels shall be assessed a lot rate and a frontage rate according to each parcel's proportionate special benefit derived from the services provided to that parcel's benefit zone. A detailed description of the services provided by the District within each benefit zone is included in Section IV, Services, of this Management District Plan. Parcels zoned RD1.5 or RD3, including residential and agricultural uses, will not be assessed. The assessment rates are shown below.

East Hollywood PBID Initial Annual Assessment Rates		
Parcel Use and Benefit Zone	Lot Rate (\$/Parcel Sqft/Yr)	Frontage Rate (\$/Front Ft/Yr)
Commercially zoned parcels in Zone 1	\$0.059300	\$0.055500
Commercially zoned parcels in Zone 2	\$0.029650	\$0.027750
Commercially zoned parcels in Zone 3	\$0.016011	\$0.014985
Parcels zoned RD1.5 or RD3 in Zones 1-3	Not Assessed	

Changes to Zoning

If the zoning of a parcel changes during the term of this District, the assessment calculation may be modified accordingly.

Assessments on Public Parcels

Proposition 218, also known as "The Right to Vote on Taxes Act", states that "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 by clear and convincing evidence that those publicly-owned parcels in fact receive no special benefit." All parcels in the District are assessed on their parcel square footage and Vermont Street front footage and receive District services and special benefits from those services. All publicly-owned individual assessable parcels will receive all of the services provided in the parcel's respective zone; therefore, those parcels will be assessed as the full rate for their respective zones.

L.A. COUNTY METROPOLITAN TRANSIT AUTHORITY

APN	Zone	Parcel Size	Parcel Assessment	Vermont Frontage	Frontage Assessment	Total Assessment	Percent
5538022903	1	17,137.00	\$1,016.22	128.00	\$7.10	\$1,023.32	0.516%
5538022900	1	10,498.00	\$622.53	100.00	\$5.55	\$628.08	0.317%
5538022904	1	13,225.00	\$784.24	58.00	\$3.22	\$787.46	0.397%
5538022905	1	5,271.00	\$312.57	50.00	\$2.78	\$315.35	0.159%
5542015900	1	6,499.00	\$385.39	50.00	\$2.78	\$388.17	0.196%
5542015901	1	7,797.00	\$462.36	60.00	\$3.33	\$465.69	0.235%
5542015902	1	6,499.00	\$385.39	50.00	\$2.78	\$388.17	0.196%
5538023904	3	4,356.00	\$69.74	144.00	\$2.16	\$71.90	0.036%
5538023903	3	706.00	\$11.30	42.00	\$0.63	\$11.93	0.006%
5542017900	2	666.00	\$19.75	23.00	\$0.64	\$20.39	0.010%

TOTAL		72,654	\$4,069.49	705	\$30.97	\$4,100.46	2.07%
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LA City

APN	Zone	Parcel Size	Parcel Assessment	Vermont Frontage	Frontage Assessment	Total Assessment	Percent
5543009900	2	81,022.00	\$2,402.30	0.00	\$0.00	\$2,402.30	1.211%
5543012900	2	9,148.00	\$271.24	0.00	\$0.00	\$271.24	0.137%
5543011901	2	503,554.00	\$14,930.38	0.00	\$0.00	\$14,930.38	7.527%
5543010900	2	1,228.00	\$36.41	0.00	\$0.00	\$36.41	0.018%
5543009902	2	17,860.00	\$529.55	0.00	\$0.00	\$529.55	0.267%
5543009901	2	21,336.00	\$632.61	0.00	\$0.00	\$632.61	0.319%
TOTAL		634,148	\$18,802.49	0.0	\$0.00	\$18,802.49	9.48%

L.A. City Community College District

APN	Zone	Parcel Size	Parcel Assessment	Vermont Frontage	Frontage Assessment	Total Assessment	Percent
5538023905	3	1,110,780.00	\$17,784.70	1,048.00	\$15.70	\$17,800.40	8.974%
5539016901	3	204,732.00	\$3,277.96	316.00	\$4.74	\$3,282.70	1.655%
TOTAL		1,315,512	\$21,062.66	1,364	\$20.44	\$21,083.10	10.63%

Residential and Agricultural Parcels

California Streets and Highways Code Section 36632(c) states, "Properties zoned solely for residential use, or that are zoned for agricultural use, are conclusively presumed not to benefit from the improvements and services funded through these assessments, and shall not be subject to any assessment pursuant to this part." Therefore, parcels that are zoned RD1.5 or RD3 within the District boundaries will not be assessed.

Time and Manner for Collecting Assessments

The District special assessment will appear as a separate line item on annual Property Tax bills prepared by the County of Los Angeles. Property Tax bills are generally distributed in the fall, and payment is expected by lump sum or installments. The County of Los Angeles shall distribute funds collected to the City of Los Angeles. The City of Los Angeles will then disburse the funds to the District, pursuant to the authorization of this *East Hollywood Property and Business Improvement District Management District Plan*. Existing laws for enforcement and appeal of parcel taxes apply to the District assessments. If necessary, the City of Los Angeles City Clerk's Office will directly bill property owners or entities that do not appear on the tax roll.

Assessment Notice

An assessment notice will be sent to owners of each individual assessable parcel within the District boundaries. The assessment notice provides the assessment amount, based upon the parcel square footage and the linear front footage along Vermont Avenue. A list of assessable parcels included in the District is provided in the Assessment Calculation Table included as Appendix 1 of this Management District Plan.

VI. DISTRICT GOVERNANCE

The Owners' Association is charged with the day-to-day operations of the District. The Owners' Association shall be an independent, nonprofit corporation, contracted with the City of Los Angeles to provide the services set forth in this Management District Plan.

APPENDIX 1 – ASSESSMENT CALCULATION TABLE

Map Key	APN	Zone	Parcel Size (sq.ft)	Parcel Size Assessment	Vermont Frontage (ft)	Frontage Assessment	Total Assessment
1	5538022021	1	10,367.00	\$614.76	96.00	\$5.33	\$620.09
2	5538022900	1	10,498.00	\$622.53	100.00	\$5.55	\$628.08
3	5538022903	1	17,137.00	\$1,016.22	128.00	\$7.10	\$1,023.32
4	5538022904	1	13,225.00	\$784.24	58.00	\$3.22	\$787.46
5	5538022905	1	5,271.00	\$312.57	50.00	\$2.78	\$315.35
6	5538023903	3	706.00	\$11.30	42.00	\$0.63	\$11.93
7	5538023904	3	4,356.00	\$69.74	144.00	\$2.16	\$71.90
8	5538023905	3	1,110,780.00	\$17,784.70	1,048.00	\$15.70	\$17,800.40
9	5538026023	2	183,997.00	\$5,455.51	729.00	\$20.23	\$5,475.74
10	5538027008	1	13,591.00	\$805.95	100.00	\$5.55	\$811.50
11	5538027011	1	6,795.00	\$402.94	50.00	\$2.78	\$405.72
12	5538027012	1	13,591.00	\$805.95	100.00	\$5.55	\$811.50
13	5538027013	1	6,795.00	\$402.94	50.00	\$2.78	\$405.72
14	5538027014	1	7,492.00	\$444.28	55.00	\$3.05	\$447.33
15	5538027028	1	13,600.00	\$806.48	100.00	\$5.55	\$812.03
16	5538027035	1	18,286.00	\$1,084.36	131.00	\$7.27	\$1,091.63
17	5538028010	1	21,344.00	\$1,265.70	132.00	\$7.33	\$1,273.03
18	5539003023	1	31,268.00	\$1,854.19	173.00	\$9.60	\$1,863.79
19	5539003024	1	28,668.00	\$1,700.01	156.00	\$8.66	\$1,708.67
20	5539004009	1	19,079.00	\$1,131.38	155.00	\$8.60	\$1,139.98
21	5539004020	1	14,328.00	\$849.65	155.00	\$8.60	\$858.25
22	5539009011	1	10,125.00	\$600.41	154.00	\$8.55	\$608.96
23	5539009022	1	20,299.00	\$1,203.73	155.00	\$8.60	\$1,212.33
24	5539010018	1	6,403.00	\$379.70	50.00	\$2.78	\$382.48
25	5539010019	1	6,403.00	\$379.70	50.00	\$2.78	\$382.48
26	5539010020	1	6,447.00	\$382.31	50.00	\$2.78	\$385.09
27	5539010021	1	12,763.00	\$756.85	97.00	\$5.38	\$762.23
28	5539010022	1	8,189.00	\$485.61	61.00	\$3.39	\$489.00
29	5539015022	1	20,299.00	\$1,203.73	155.00	\$8.60	\$1,212.33
30	5539015024	1	20,112.00	\$1,192.64	151.00	\$8.38	\$1,201.02
31	5539016901	3	204,732.00	\$3,277.96	316.00	\$4.74	\$3,282.70
32	5539021008	1	11,631.00	\$689.72	155.00	\$8.60	\$698.32
33	5539021023	1	19,602.00	\$1,162.40	151.00	\$8.38	\$1,170.78
34	5539022012	1	12,981.00	\$769.77	100.00	\$5.55	\$775.32
35	5539022013	1	6,490.00	\$384.86	50.00	\$2.78	\$387.64
36	5539022014	1	6,490.00	\$384.86	50.00	\$2.78	\$387.64
37	5539022023	1	19,493.00	\$1,155.93	150.00	\$8.32	\$1,164.25
38	5539022024	1	6,495.00	\$385.15	50.00	\$2.78	\$387.93
39	5539022031	1	13,000.00	\$770.90	100.00	\$5.55	\$776.45
40	5539022033	1	11,613.00	\$688.65	96.00	\$5.33	\$693.98
41	5539033010	1	119,354.00	\$7,077.69	361.00	\$20.04	\$7,097.73
42	5540017002	1	8,015.00	\$475.29	50.00	\$2.78	\$478.07

Map Key	APN	Zone	Parcel Size (sq.ft)	Parcel Size Assessment	Vermont Frontage (ft)	Frontage Assessment	Total Assessment
43	5540017004	1	12,589.00	\$746.53	70.00	\$3.88	\$750.41
44	5540017006	1	12,589.00	\$746.53	70.00	\$3.88	\$750.41
45	5540017007	1	8,407.00	\$498.54	70.00	\$3.88	\$502.42
46	5540017009	1	9,017.00	\$534.71	75.00	\$4.16	\$538.87
47	5540017010	1	13,469.00	\$798.71	101.00	\$5.61	\$804.32
48	5540017013	1	12,600.00	\$747.18	70.00	\$3.88	\$751.06
49	5540017804	1	33,236.00	\$1,970.89	190.00	\$10.54	\$1,981.43
50	5540019005	1	7,860.00	\$466.10	60.00	\$3.33	\$469.43
51	5540019012	1	15,375.00	\$911.74	75.00	\$4.16	\$915.90
52	5540019013	1	9,000.00	\$533.70	75.00	\$4.16	\$537.86
53	5540019016	1	7,884.00	\$467.52	75.00	\$4.16	\$471.68
54	5540019017	1	8,526.00	\$505.59	75.00	\$4.16	\$509.75
55	5540019019	1	14,300.00	\$847.99	116.00	\$6.44	\$854.43
56	5540020008	1	6,936.00	\$411.30	100.00	\$5.55	\$416.85
57	5540020010	1	5,489.00	\$325.50	50.00	\$2.78	\$328.28
58	5540020011	1	3,833.00	\$227.30	35.00	\$1.94	\$229.24
59	5540020012	1	15,377.00	\$911.86	75.00	\$4.16	\$916.02
60	5540020013	1	7,971.00	\$472.68	76.00	\$4.22	\$476.90
61	5540020014	1	11,718.00	\$694.88	50.00	\$2.78	\$697.66
62	5542014001	1	14,418.00	\$854.99	157.00	\$8.71	\$863.70
63	5542014019	1	6,490.00	\$384.86	50.00	\$2.78	\$387.64
64	5542014020	1	12,981.00	\$769.77	100.00	\$5.55	\$775.32
65	5542014021	1	6,490.00	\$384.86	50.00	\$2.78	\$387.64
66	5542014032	1	33,149.00	\$1,965.74	254.00	\$14.10	\$1,979.84
67	5542015001	1	14,288.00	\$847.28	110.00	\$6.10	\$853.38
68	5542015022	1	13,500.00	\$800.55	0.00	\$0.00	\$800.55
69	5542015030	1	43,560.00	\$2,583.11	0.00	\$0.00	\$2,583.11
70	5542015900	1	6,499.00	\$385.39	50.00	\$2.78	\$388.17
71	5542015901	1	7,797.00	\$462.36	60.00	\$3.33	\$465.69
72	5542015902	1	6,499.00	\$385.39	50.00	\$2.78	\$388.17
73	5542016030	2	321,473.00	\$9,531.67	352.00	\$9.77	\$9,541.44
74	5542016033	2	60,984.00	\$1,808.18	0.00	\$0.00	\$1,808.18
75	5542017029	2	131,987.00	\$3,913.41	0.00	\$0.00	\$3,913.41
76	5542017030	2	246,114.00	\$7,297.28	419.00	\$11.63	\$7,308.91
77	5542017900	2	666.00	\$19.75	23.00	\$0.64	\$20.39
78	5542018026	1	24,270.00	\$1,439.21	162.00	\$8.99	\$1,448.20
79	5542018035	1	14,880.00	\$882.38	152.00	\$8.44	\$890.82
80	5542019001	1	8,102.00	\$480.45	162.00	\$8.99	\$489.44
81	5542019031	1	8,015.00	\$475.29	80.00	\$4.44	\$479.73
82	5542019032	1	8,189.00	\$485.61	82.00	\$4.55	\$490.16
83	5542028005	1	7,971.00	\$472.68	57.00	\$3.16	\$475.84
84	5542028025	1	68,738.00	\$4,076.16	246.00	\$13.65	\$4,089.81
85	5542029001	1	8,102.00	\$480.45	58.00	\$3.22	\$483.67

Map Key	APN	Zone	Parcel Size (sq ft)	Parcel Size Assessment	Vermont Frontage (ft)	Frontage Assessment	Total Assessment
86	5542029002	1	7,013.00	\$415.87	50.00	\$2.78	\$418.65
87	5542029003	1	7,013.00	\$415.87	50.00	\$2.78	\$418.65
88	5542029038	1	10,019.00	\$594.13	71.00	\$3.94	\$598.07
89	5542029039	1	99,752.00	\$5,915.29	250.00	\$13.88	\$5,929.17
90	5543007025	2	24,437.00	\$724.56	0.00	\$0.00	\$724.56
91	5543008007	2	13,460.00	\$399.09	0.00	\$0.00	\$399.09
92	5543009021	2	37,462.00	\$1,110.75	0.00	\$0.00	\$1,110.75
93	5543009025	2	124,582.00	\$3,693.86	296.00	\$8.21	\$3,702.07
94	5543009900	2	81,022.00	\$2,402.30	0.00	\$0.00	\$2,402.30
95	5543009901	2	21,336.00	\$632.61	0.00	\$0.00	\$632.61
96	5543009902	2	17,860.00	\$529.55	0.00	\$0.00	\$529.55
97	5543010017	2	125,453.00	\$3,719.68	0.00	\$0.00	\$3,719.68
98	5543010900	2	1,228.00	\$36.41	0.00	\$0.00	\$36.41
99	5543011010	2	78,844.00	\$2,337.72	0.00	\$0.00	\$2,337.72
100	5543011901	2	503,554.00	\$14,930.38	0.00	\$0.00	\$14,930.38
101	5543012018	2	109,771.00	\$3,254.71	0.00	\$0.00	\$3,254.71
102	5543012022	2	52,359.00	\$1,552.44	269.00	\$7.46	\$1,559.90
103	5543012023	2	58,366.00	\$1,730.55	179.00	\$4.97	\$1,735.52
104	5543012024	2	32,230.00	\$955.62	101.00	\$2.80	\$958.42
105	5543012025	2	60,113.00	\$1,782.35	186.00	\$5.16	\$1,787.51
106	5543012900	2	9,148.00	\$271.24	0.00	\$0.00	\$271.24
107	5543013001	1	17,598.00	\$1,043.56	160.00	\$8.88	\$1,052.44
108	5543013002	1	24,785.00	\$1,469.75	0.00	\$0.00	\$1,469.75
109	5543013009	1	7,144.00	\$423.64	55.00	\$3.05	\$426.69
110	5543013012	1	6,490.00	\$384.86	50.00	\$2.78	\$387.64
111	5543013013	1	6,490.00	\$384.86	50.00	\$2.78	\$387.64
112	5543013014	1	6,490.00	\$384.86	50.00	\$2.78	\$387.64
113	5543013015	1	39,335.00	\$2,332.57	95.00	\$5.27	\$2,337.84
114	5543014011	1	4,661.00	\$276.40	49.00	\$2.72	\$279.12
115	5543014012	1	6,490.00	\$384.86	50.00	\$2.78	\$387.64
116	5543014013	1	6,490.00	\$384.86	50.00	\$2.78	\$387.64
117	5543014014	1	19,515.00	\$1,157.24	150.00	\$8.32	\$1,165.56
118	5543014015	1	12,981.00	\$769.77	100.00	\$5.55	\$775.32
119	5543015019	1	8,368.00	\$496.22	0.00	\$0.00	\$496.22
120	5543015020	1	6,403.00	\$379.70	0.00	\$0.00	\$379.70
121	5543015021	1	26,354.00	\$1,562.79	0.00	\$0.00	\$1,562.79
122	5543017018	1	238,709.00	\$14,155.44	0.00	\$0.00	\$14,155.44
123	5543018021	1	40,646.00	\$2,410.31	0.00	\$0.00	\$2,410.31
124	5543020023	1	26,223.00	\$1,555.02	0.00	\$0.00	\$1,555.02
125	5589030027	2	6,882.00	\$204.05	0.00	\$0.00	\$204.05
126	5589030030	2	28,485.00	\$844.58	0.00	\$0.00	\$844.58
127	5589030032	2	33,860.00	\$1,003.95	0.00	\$0.00	\$1,003.95
128	5589031016	2	25,700.00	\$762.00	0.00	\$0.00	\$762.00

Map Key	APN	Zone	Parcel Size (sq ft)	Parcel Size Assessment	Vernon Frontage (ft)	Frontage Assessment	Total Assessment
129	5589031025	2	11,935.00	\$353.87	0.00	\$0.00	\$353.87
130	5589031026	2	11,761.00	\$348.71	0.00	\$0.00	\$348.71
131	5589031036	2	19,602.00	\$581.20	0.00	\$0.00	\$581.20
132	5589038036	2	9,239.00	\$273.94	0.00	\$0.00	\$273.94
	TOTAL			\$197,773.32		\$576.62	\$198,349.94

EAST HOLLYWOOD PROPERTY AND BUSINESS IMPROVEMENT DISTRICT

ENGINEER'S REPORT

*Prepared pursuant to the State of California Property and Business Improvement District Law of 1994,
as amended, and Section 4, Article XIII D of the California Constitution, to create
a Parcel and Business Improvement District within the City of Los Angeles*

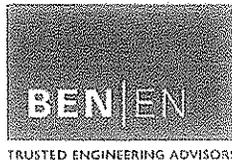
January 1, 2012 to December 31, 2021

Prepared by



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and



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(916)783-4100

May 20, 2011

**EAST HOLLYWOOD
PROPERTY AND BUSINESS IMPROVEMENT DISTRICT**

ENGINEER'S REPORT

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I. DISTRICT DESCRIPTION

Developed by a growing coalition of parcel owners, the East Hollywood Property and Business Improvement District ("District"), is a special assessment district that has funded improvements to the commercial area of East Hollywood, primarily along the major corridors of Vermont Avenue, Sunset Boulevard, Hollywood Boulevard and Edgemont Street. The District has reached the end of its first term; owners within the District desire to renew it. The renewed District will continue various programs and services to increase commercial activity in the East Hollywood District. This approach has been used successfully in East Hollywood and other improvement districts throughout the country to increase sales, attract new tenants, increase occupancies, and increase property values.

Location: The District generally runs along Vermont Avenue from Highway 101 north to Hollywood Boulevard in East Hollywood; along Hollywood Boulevard from Vermont Avenue west to Edgemont Street; and along Sunset Boulevard from Edgemont Street east to Lyman Place. The District will be divided into three benefit zones based upon these services provided in each zone. A complete detailed boundary and benefit zone description can be found in Section II, District Boundaries, of this Engineer's Report with a boundary map following.

Services: To increase commercial activities, attract new businesses, and increase patronage to individual assessable parcels located within the boundaries of the District, the renewed District will continue to provide the following services with increased frequency: streetscape improvements and landscaping programs to improve the image of the District; clean-up services to increase the frequency of litter and debris removal; median landscape maintenance, tree watering and maintenance, and trash receptacle cleaning; machine washing of sidewalks; graffiti removal; a marketing and promotions program targeting the positive image enhancement of the area; and representation of parcel owners interests and acquisition of funds and grants to improve the East Hollywood District. A detailed description of the services provided by the District can be found in Section IV, Management District Plan Cost Estimate, of this Engineer's Report.

Budget: The total maximum District budget in the first year of operation is \$198,349.94 with a maximum increase of 3% per year for the District's ten (10) years of operation.

Source of Financing: The District's source of financing will be special assessments levied on benefiting parcels located within the boundaries of the District. Parcels RD1.5 or RD3, including residential and agricultural uses, are exempt from assessment. The District will be divided into three benefit zones with assessment rates based upon the services provided to each zone. The assessment rates for each zone are:

Zone	Lot Rate (\$/Parcel Sqft/Yr)	Frontage Rate (\$/Front Ft/Yr)
1	\$0.059300	\$0.055500
2	\$0.029650	\$0.027750
3	\$0.016011	\$0.014985

For a detailed discussion on rates and benefits supporting these rates see Section III, District Assessment Formula, of this Engineer's Report.

Renewal: District renewal requires submittal of petitions from parcel owners representing more than 50% of the total annual assessment. The "Right to Vote on Taxes Act" (also known as Proposition 218) requires a ballot vote wherein a majority of the ballots returned favor forming the District.

Duration: The renewed District will have a ten-year life. The timeline for implementation and completion of the District's Management District Plan will be January 1, 2012 to December 31, 2021. After ten (10) years, if the District were to continue, a new Management District Plan and Engineer's Report must be prepared and the petition, ballot, and hearing processes must be repeated.

II. DISTRICT BOUNDARIES

The District will deliver services along the East Hollywood commercial corridor. The District includes commercial parcels along Vermont Avenue from Highway 101 north to Hollywood Boulevard; along Hollywood Boulevard from Vermont Avenue west to Edgemont Street; and along Sunset Boulevard from Edgemont Street east to Lyman Place. The District is generally comprised of commercially-zoned parcels with street frontage along Vermont Avenue, Sunset Boulevard, and Hollywood Boulevard, and includes some public-use parcels.

The boundaries of the District are more particularly described as follows:

District Boundary

Beginning at the southeast corner of the intersection of Hollywood Boulevard and Vermont Avenue, southeast along the south side of Hollywood Boulevard to the northeast corner of Assessor Parcel Number (APN) 5542-014-001 (Map Key 62). South along the eastern boundary of parcels fronting the east side of Vermont Avenue to the northwest corner of APN 5542-015-030 (Map Key 68). East along the northern boundary of parcels fronting the north side of Sunset Boulevard to Rodney Drive. South along the west side of Rodney Drive, across Sunset Boulevard. East along the south side of Sunset Boulevard to Lyman Place. South along the west side of Lyman Place to Fountain Avenue. West along the north side of Fountain Avenue to a point opposite the northeast corner of APN 5542-018-035 (Map Key 79). South across Fountain Avenue and continuing south along the eastern boundary of parcels fronting the east side of Vermont Avenue across La Mirada Avenue, Lexington Avenue, Vermont Place, Santa Monica Boulevard, Willow Brook Avenue, Lockwood Avenue, Burns Avenue, Normal Avenue, Monroe Street, Marathon Street, Melrose Avenue, and Clinton Street to the north side of US Highway 101.

Northwest along the north side of US Highway 101 across Vermont Avenue to the southwest corner of APN 5538-028-010 (Map Key 17).

North along the western boundary of parcels fronting the west side of Vermont Avenue, across Clinton Street, Melrose Avenue, Monroe Street, Willow Brook Avenue, Santa Monica Boulevard, Lexington Avenue, and Fountain Avenue, to the southeast line of APN 5543-013-002 (Map Key 108). West along the southern boundary of parcels fronting the south side of Sunset Boulevard across New Hampshire Avenue, L Ron Hubbard Way, Catalina Street, and Edgemont Street to the southwest corner of APN 5543-020-023 (Map Key 124). North along the western boundary of APN 5543-020-023 (Map Key 124) across Sunset Boulevard and continuing north along the western boundary and east along the northern boundary of APN 5543-007-025 (Map Key 90) to Edgemont Street. Northeast across Edgemont Street to the northwest corner of APN 5543-010-017 (Map Key 97), and continuing east along the northern boundary of said parcel. North along the western boundary of APN 5543-010-900 (Map Key 98), APN 5543-011-901 (Map Key 100), and APN 5543-009-902 (Map Key 96), then west along the southern boundary of APN 5543-009-021 (Map Key 92), across Edgemont Street, and continuing west along the southern boundary and north along the western boundary of APN 5543-008-007 (Map Key 91) across Hollywood Boulevard to the northwest corner of APN 5589-038-036 (Map Key 132).

East along the northern boundary of parcels fronting the north side of Hollywood Boulevard, across Edgemont Street and Berendo Street to New Hampshire Avenue. South along the west side of New Hampshire Avenue, across Hollywood Boulevard. Southeast along the south side of Hollywood Boulevard to the point of beginning.

Assessor's Parcel Number 5589-028-900, at the northwest corner of the intersection of Hollywood Boulevard and Vermont Avenue will not receive services and will not be included in the District.

Benefit Zones

Zone 1

Zone 1 includes parcels fronting the east side of Vermont Avenue between the south side of Hollywood Boulevard and the north side of Sunset Drive; parcels fronting the north side of Sunset Boulevard between the east side of Vermont Avenue and the west side of Rodney Drive; parcels fronting the south side of Sunset Boulevard between the west side of Edgemont Street and the west side of Vermont Avenue; parcels fronting the west side of Vermont Avenue between the south side of Sunset Boulevard and the north side of Willow Brook Avenue; parcels fronting the east side of Vermont Avenue between the south side of Fountain Avenue and the north side of Monroe Street; the parcels fronting the east side of Vermont Avenue between the south side of Marathon Street and the north side of US Highway 101; and the parcels fronting the west side of Vermont Avenue between the south side of Melrose Avenue and US Highway 101.

Zone 2

Zone 2 includes all parcels within the District boundaries northeast of the intersection of Sunset Boulevard and Vermont Avenue; the block bounded by Vermont Avenue in the west, Sunset Boulevard in the north, Lyman Place in the east, and Fountain Avenue in the south; and the block bounded by New Hampshire Avenue in the west, Monroe Street in the north, Vermont Avenue in the east, and Melrose Avenue in the south.

Zone 3

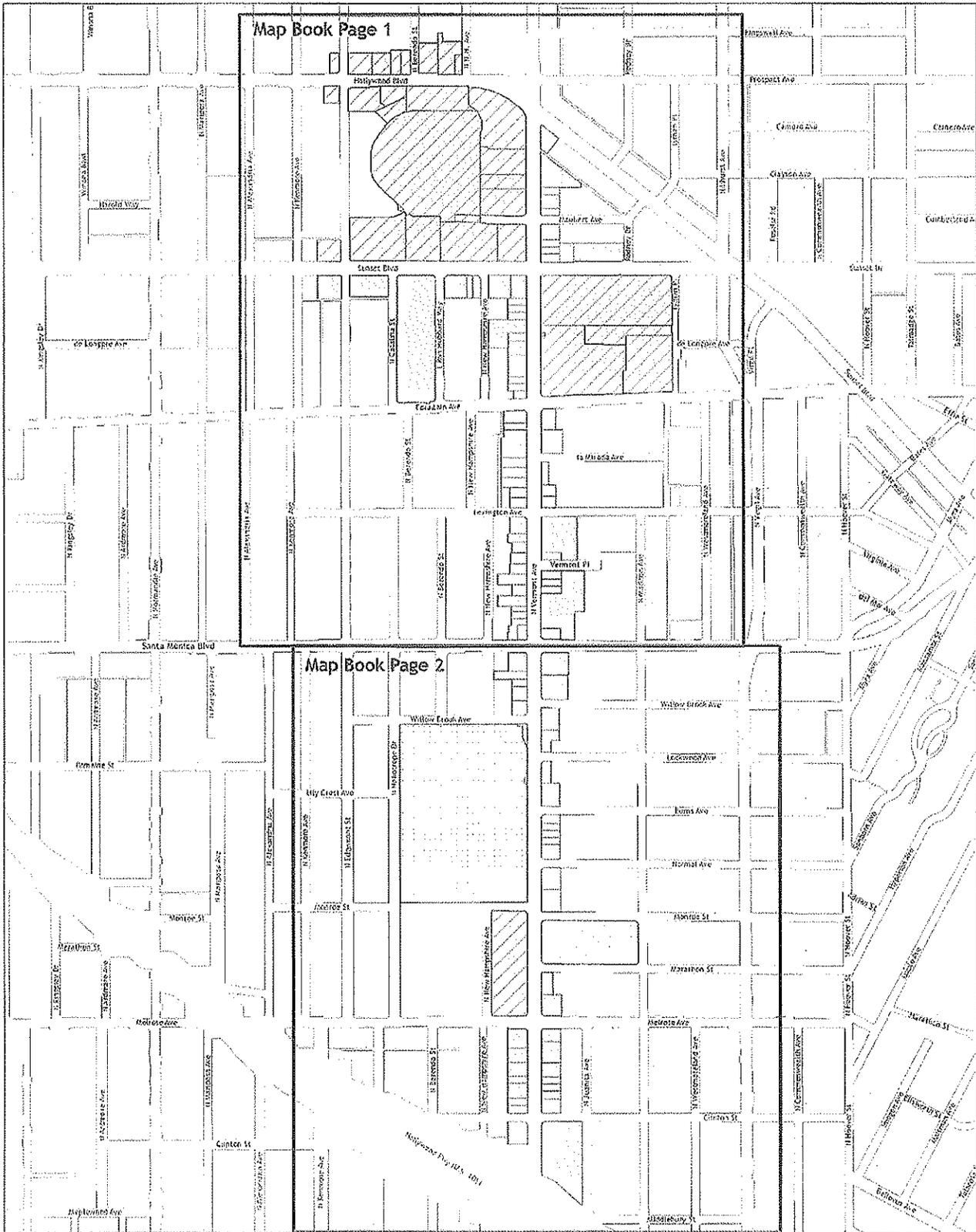
Zone 3 includes parcels fronting the west side of Vermont Avenue between the south side of Willow Brook Avenue and the north side of Monroe Street; and the parcel fronting the east side of Vermont Avenue between the south side of Monroe Street and the north side of Marathon Street.

District boundaries and benefit zones were developed based on the special benefits to be received by parcels along the major commercial corridors of Vermont Avenue, Hollywood Boulevard, Sunset Boulevard, and Edgemont Street. Parcels were reviewed to determine the parcel's zoning, if the parcel was included in an existing District, and if the parcel would receive special benefits from the District services. The District includes 132 parcels. For further information, a District Boundary Map showing benefit zones is included on the following three pages.

East Hollywood Property & Business Improvement District District Overview



- Zone 1
- Zone 2
- Zone 3

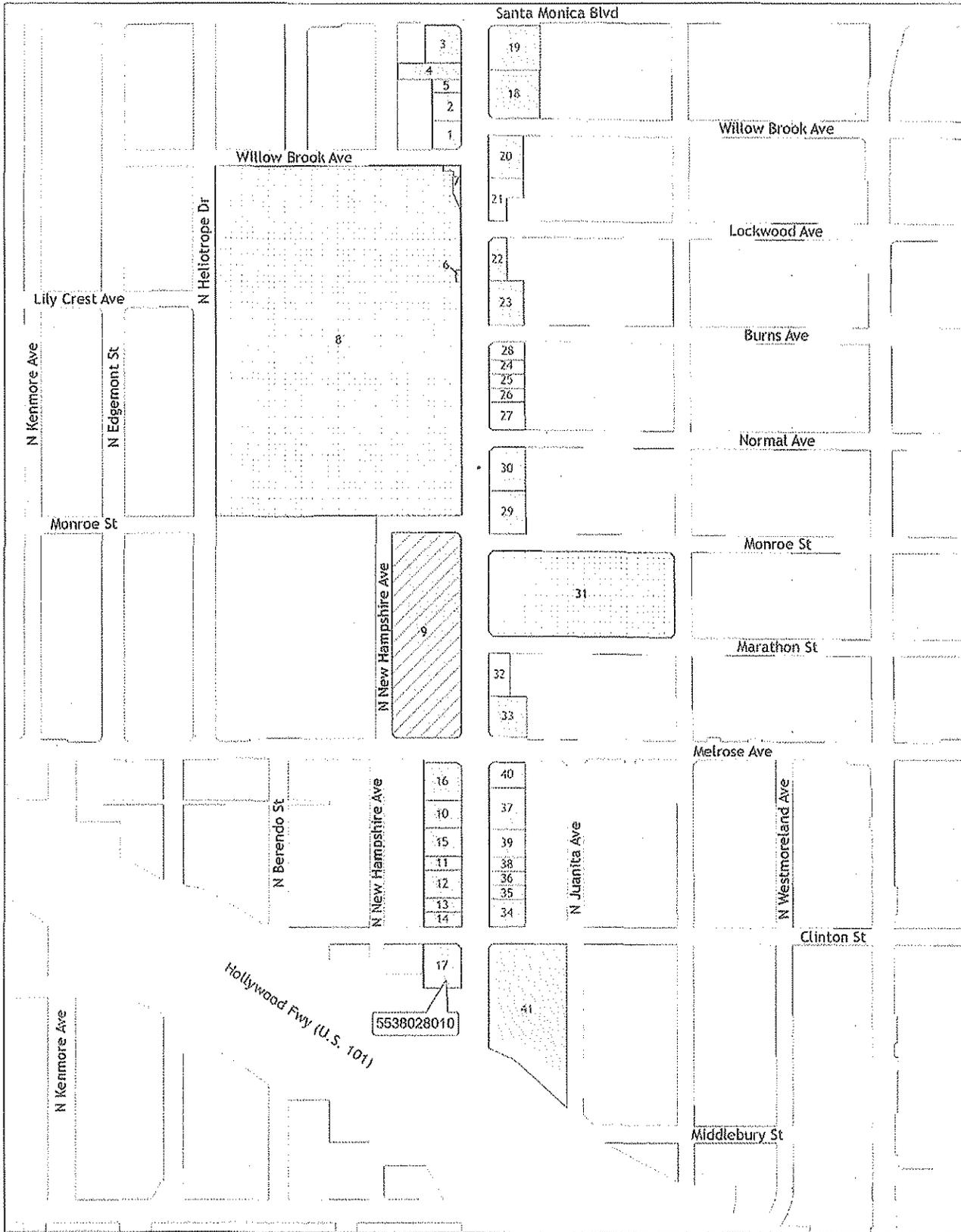


East Hollywood Property & Business Improvement District

Map Book Page 2 of 2



- Zone 1
- Zone 2
- Zone 3



III. DISTRICT ASSESSMENT FORMULA

Assessment Formula

Parcel owners, merchants and other East Hollywood stakeholders have emphasized that an assessment formula for the district be fair, balanced, and commensurate with benefits received.

Individual assessable parcels shall be assessed a parcel square footage rate and a parcel frontage rate according to each parcel's proportionate special benefit derived from the services provided to that parcel's benefit zone. The variables used for the base formula are parcel linear front footage and parcel square footage. A detailed description of the services provided by the District within each benefit zone is included in Section IV, Management District Plan Cost Estimate, of this Engineer's Report.

Parcels zoned RD1.5 or RD3, including residential and agricultural uses, will not be assessed. The assessment rates are shown below:

East Hollywood PBID Annual Assessment Rates		
Parcel Use and Benefit Zone	Lot Rate (\$/Parcel Sqft/Yr)	Frontage Rate (\$/Front Ft/Yr)
Commercially zoned parcels in Zone 1	\$0.059300	\$0.055500
Commercially zoned parcels in Zone 2	\$0.029650	\$0.027750
Commercially zoned parcels in Zone 3	\$0.016011	\$0.014985
Parcels zoned RD1.5 or RD3 in Zones 1-3	Not Assessed	

The assessment rate differentials between Zone 1, 2, and 3 parcels are addressed in detail below. It should be noted that it is appropriate to assess parcels based on street frontage because some of the services to be provided (such as sidewalk cleaning) directly improve parcel frontages. It is appropriate to also consider parcel square footage in determining these assessments because the larger the parcel the greater benefits derived from the district's services.

For the purpose of calculating the proportional special benefit assessment for individual assessable parcels within the district, a budget has been established for each zone which includes and reflects the proportional cost of providing the improvements and level of service proposed for each of these zones. The assessment rate was calculated by first identifying the specific characteristics of each individual assessable parcel in the district and using those characteristics to calculate each parcels' proportional special benefit. Then, the various services to be provided throughout the district were allocated to individual assessable parcels in the various zones based on the level of service and proportional special benefit to individual assessable parcels. Based on the parcel characteristics and budgets for each zone, the assessment rates in the table above were calculated.

Zone 1 versus Zone 2 versus Zone 3 Parcels

In order to most closely tie the assessment paid by each parcel to the special benefits that each parcel receives, the assessment formula employs three separate zones assessed at different rates.

Assessment levied in Zone 1 make up approximately 52.76% of the District's revenue; assessments in Zone 2 make up approximately 36.57% of the District's revenue; and assessments in Zone 3 make up approximately 10.67% of the District's revenue. The assessment levied in each zone is proportional to the special benefit conferred on individual assessable parcels. As noted above, Zone 1 is assessed at a higher rate than Zone 2, and Zone 2 is assessed at a higher rate than Zone 3. As explained in the following discussion, these rate differentials relate directly to the level of services and special benefits received by the District's individual assessable parcels.

The \$0.059300 assessed per parcel square foot in Zone 1 produces 52.52% of the district's revenue. Adding to this figure, the revenue generated from assessing the linear front footage of Zone 1 parcels accounts for .24% of the district's revenue. Parcels in Zone 1 are assessed at a higher rate than those in Zones 2 and 3 because they receive the majority of the services rendered and the benefits received under the Management District Plan. Zone 1 parcels receive the majority of services because they are generally commercial use parcels, with high pedestrian traffic and a need for greater services.

The \$0.029650 assessed per parcel square foot in Zone 2 produces 36.57% of the district's revenue. Adding to this figure, the revenue generated from assessing the linear front footage of Zone 2 parcels accounts for .04% of the district's revenue. Parcels in Zone 2 are assessed at a lower rate than those in Zone 1 because they receive fewer services and benefits under the Management District Plan, and they are assessed at a higher rate than those in Zone 3 because they receive more services and benefits under the Management District Plan. Zone 2 parcels have a lower need for services than Zone 1 parcels because they are generally not commercial properties which would benefit from marketing, and they have less pedestrian traffic than Zone 1 parcels.

The \$0.014985 assessed per parcel square foot in Zone 3 produces 10.66% of the district's revenue. Adding to this figure, the revenue generated from assessing the linear front footage of Zone 3 parcels accounts for .01% of the district's revenue. Parcels in Zone 3 are assessed at a lower rate than those in Zones 1 and 2 because they receive fewer services and benefits under the Management District Plan. Zone 3 parcels receive limited services because they are not commercial parcels, would not benefit from marketing services, have limited pedestrian traffic, and have fewer trash receptacles and landscape features that require services.

Zone 3 will receive the following services: limited tree planting, painting streetlight poles, median landscape maintenance, limited trash receptacle cleaning, and sidewalk cleaning at least once per year. Zone 2 will receive all of the benefits of Zone 3, plus additional tree planting and trash receptacle cleaning, tree watering, trimming and maintenance at least once per year, sidewalk cleaning at least twice per year, and advocacy. Zone 1 will receive all of the benefits of Zones 2 and 3, plus landscape maintenance, weed removal, landscape installation, clean-up personnel, median landscape maintenance, additional tree watering, trimming, and maintenance, additional sidewalk cleaning, and marketing and promotion. The three zones will share administration expenses proportionally with the services provided in each zone.

Assessment Calculation

The following steps were taken to identify and calculate the assessment rate and individual parcel assessments.

Step One: Zone Budget

To provide services to individual assessable parcels in Zone 1, an annual budget of \$104,650.22 is needed.

To provide services to individual assessable parcels in Zone 2, an annual budget of \$72,532.79 is needed.

To provide services to individual assessable parcels in Zone 3, an annual budget of \$21,166.93 is needed.

Step Two: Property Characteristics

The next step was to identify characteristics of properties in each zone. The lot square footage and frontage of individual assessable parcels were examined to identify the following assessable characteristics in each zone:

Zone	Total Lot Square Feet	Total Vermont Frontage
1	1,756,620	8,693
2	2,443,910	2,554
3	1,320,574	1,550

Step Three: Assessment Distribution

The final step was to distribute the budget necessary between the characteristics of individual assessable parcels. Because most of the services provided benefit the parcel as a whole, the majority of the assessment on parcels is based on lot square footage. It is also appropriate to assess parcels based on their front footage along Vermont Avenue, as a small portion of the district's services are aimed at improving conditions on Vermont Avenue. Parcel square foot and Vermont Frontage rates were applied to yield the necessary budgets in each Zone.

Zone	Total Lot Square Feet Assessment	Total Vermont Frontage Assessment	Total Assessment
1	104,167.70	482.52	104650.22
2	72461.92	70.87	72532.79
3	21143.70	23.23	21166.93

Step Four – Assessment Rate

To determine the assessment rate, the total budget was divided by the parcel characteristics.

Zone	Budget		Square Feet		Rate
1	\$104,167.70	÷	1,756,620	=	\$0.059300

2	72,461.92	÷	2,443,910	=	\$0.029650
3	21,143.70	÷	1,320,574	=	\$0.016011

Zone	Budget		Frontage		Rate
1	\$482.52	÷	8,693	=	\$0.055500
2	\$70.87	÷	2,554	=	\$0.027750
3	\$23.23	÷	1,550	=	\$0.014985

Sample Assessment Calculation

For example, a parcel in Zone 1 with 1000 lot square feet and 20 feet of frontage on Vermont Street would be assessed as follows:

Characteristic	Amount on Parcel		Assessment Rate By Characteristic	Assessment
Lot Square Feet	1000	X	\$0.059300	\$59.30
Vermont Frontage	20	X	\$0.055500	\$1.11
			Total	\$60.41

The total assessment breaks down as follows:

Service Category	%	Total Cost	Zone 1	Zone 2	Zone 3
Streetscape/Landscape	37%	\$73,389.48	\$32,512.50	\$29,728.65	\$11,148.33
Maintenance	31%	\$61,488.48	\$28,342.85	\$27,571.46	\$5,574.17
Marketing	11%	\$21,818.49	\$21,818.49	\$0.00	\$0.00
Administration	18%	\$35,702.99	\$18,836.90	\$13,056.58	\$3,809.51
Contingency	3%	\$5,950.50	\$3,139.48	\$2,176.10	\$634.92
Totals	100%	\$198,349.94	\$32,512.50	\$29,728.65	\$11,148.33

Changes to Zoning

If the zoning of a parcel changes during the term of this District, the assessment calculation may be modified accordingly.

Assessments on Public Parcels

Proposition 218, also known as "The Right to Vote on Taxes Act", states that "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 by clear and convincing evidence that those publicly-owned parcels in fact receive no special benefit." All parcels in the District are assessed on their parcel square footage and Vermont Street front footage and receive District services and special benefits from those services. All publicly-owned individual assessable parcels will receive all of the

services provided in the parcel's respective zone; therefore, those parcels will be assessed as the full rate for their respective zones.

L.A. COUNTY METROPOLITAN TRANSIT AUTHORITY

APN	Zone	Parcel Size	Parcel Assessment	Vermont Frontage	Frontage Assessment	Total Assessment	Percent
5538022903	1	17,137.00	\$1,016.22	128.00	\$7.10	\$1,023.32	0.516%
5538022900	1	10,498.00	\$622.53	100.00	\$5.55	\$628.08	0.317%
5538022904	1	13,225.00	\$784.24	58.00	\$3.22	\$787.46	0.397%
5538022905	1	5,271.00	\$312.57	50.00	\$2.78	\$315.35	0.159%
5542015900	1	6,499.00	\$385.39	50.00	\$2.78	\$388.17	0.196%
5542015901	1	7,797.00	\$462.36	60.00	\$3.33	\$465.69	0.235%
5542015902	1	6,499.00	\$385.39	50.00	\$2.78	\$388.17	0.196%
5538023904	3	4,356.00	\$69.74	144.00	\$2.16	\$71.90	0.036%
5538023903	3	706.00	\$11.30	42.00	\$0.63	\$11.93	0.006%
5542017900	2	666.00	\$19.75	23.00	\$0.64	\$20.39	0.010%
TOTAL		72,654	\$4,069.49	705	\$30.97	\$4,100.46	2.07%

LA City

APN	Zone	Parcel Size	Parcel Assessment	Vermont Frontage	Frontage Assessment	Total Assessment	Percent
5543009900	2	81,022.00	\$2,402.30	0.00	\$0.00	\$2,402.30	1.211%
5543012900	2	9,148.00	\$271.24	0.00	\$0.00	\$271.24	0.137%
5543011901	2	503,554.00	\$14,930.38	0.00	\$0.00	\$14,930.38	7.527%
5543010900	2	1,228.00	\$36.41	0.00	\$0.00	\$36.41	0.018%
5543009902	2	17,860.00	\$529.55	0.00	\$0.00	\$529.55	0.267%
5543009901	2	21,336.00	\$632.61	0.00	\$0.00	\$632.61	0.319%
TOTAL		634,148	\$18,802.49	0.0	\$0.00	\$18,802.49	9.48%

L.A. City Community College District

APN	Zone	Parcel Size	Parcel Assessment	Vermont Frontage	Frontage Assessment	Total Assessment	Percent
5538023905	3	1,110,780.00	\$17,784.70	1,048.00	\$15.70	\$17,800.40	8.974%
5539016901	3	204,732.00	\$3,277.96	316.00	\$4.74	\$3,282.70	1.655%
TOTAL		1,315,512	\$21,062.66	1,364	\$20.44	\$21,083.10	10.63%

Residential and Agricultural Parcels

California Streets and Highways Code Section 36632(c) states, "Properties zoned solely for residential use, or that are zoned for agricultural use, are conclusively presumed not to benefit from the improvements and services funded through these assessments, and shall not be subject to any assessment pursuant to this part." Therefore, parcels that are zoned RD1.5 or RD3, including residential and agricultural uses, within the District boundaries will not be assessed.

Determination of Special versus General Benefits

California Constitution Section 4, Article XIII D (Proposition 218) states, "while assessment district

programs may confer a combination of general and special benefits to properties, only the special parcel-related benefits can be funded through assessments.”

The law provides that the expenses of the District shall be apportioned in proportion to the special benefit received by each parcel. In addition, Proposition 218 requires that parcel assessments may not exceed the reasonable cost of the proportional special benefit conferred on that parcel. Only special benefits are assessable.

A special benefit is a particular and distinct benefit over and above general benefits conferred on the public at large, including real property within the District. Conversely, a general benefit is a benefit to parcels in the area and in the surrounding community or a benefit to the public in general, resulting from the improvement, activity, or service to be provided by the assessment levied. Many general benefits to the public at large are conveyed by municipal services such as fire protection, police services, and public transit services. These services are targeted to serve the public at large and do not confer special benefits on particular parcels. The general benefits that may be received include the perception of a more aesthetically pleasing District. These benefits cannot be measured. All general benefits, if any, are intangible and not quantifiable.

The programs and services in the East Hollywood Property and Business Improvement District's Management District Plan are designed to provide targeted services by zone within the District. These programs and services are tailored not to serve the general public, but rather the specific parcels of the District. For example, the landscape maintenance program is focused on the assessed parcels within Zone 1 of the District. This trash receptacle cleaning program includes increased trash removal, graffiti cleanup, and cleaning, targeted for the parcels with all three zones. The District will also aesthetically improve the District with additional landscaping and streetscape projects. These programs and services will directly benefit parcels within Zones 1, 2, and 3 adjacent to the areas being maintained. The streetscape and landscape, and administration and advocacy programs will improve economic development within the District, thereby benefiting the commercial and public parcels within the District.

The programs and services paid for by assessment revenue are parcel services conferring special benefit on parcels within the District. In addition, these services are not for the benefit of the general public and do not provide general benefit as defined above. The programs and services provide special benefits, and all benefits derived from assessments outlined in the Management District Plan are only for programs and services directly benefiting the parcels in the District. The services are designed to increase foot traffic, improve the commercial core, increase marketing of commercial entities in the District, and improve the aesthetic appearance of the District, and to provide these services only to assessed parcels within the District boundaries. It is therefore appropriate that these special parcel-related benefits be funded by special assessments. Due to the fact that the District assessments will only be levied on individual assessable parcels within its District boundaries and, in turn, assessment revenues will only be spent on programs, improvements and services that provide direct or special benefit to parcels within the District boundaries, it is hereby determined that any general benefits are not quantifiable, measurable or tangible in the District and to the surrounding community or the public in general. The programs and services listed in the Management District Plan will contribute to a special benefit of each of the assessable parcels within the District.

IV. MANAGEMENT DISTRICT PLAN COST ESTIMATE

The following services are included in the East Hollywood Property and Business Improvement Management District Plan:

1. Streetscape and Landscape Projects

By continuing streetscape and landscape projects, the District will continue building long-lasting aesthetic enhancements. Over time, this will continue to improve the area. Some of these improvements will be tree planting, and weed removal throughout the District, maintaining aesthetic quality, painting streetlight poles, and landscaping. Streetscape and landscape projects and services will only be provided within the District boundaries.

2. Maintenance

The District's tree trimming, sidewalk cleaning, median landscape maintenance, trash receptacle cleaning, and litter removal services are above and beyond the baseline of services currently delivered by the City of Los Angeles. Maintenance services will only be provided within the District boundaries.

Clean-Up Personnel: Full-time personnel will collect and remove litter and remove refuse and debris from sidewalks on a regular basis. This will include gutter and storm drain cleaning, and removal of illegally dumped litter.

Median Landscape Maintenance: Median improvements are currently under construction. Median service will include weed removal and trimming to provide a welcoming, attractive business environment.

Trash Receptacle Cleaning: Trash liners will be replaced on a regular basis from receptacles located within the boundaries of the District.

Tree Watering and Trimming: Trees will be watered and trimmed within the boundaries of the District to ensure that businesses are visible and the business environment is free from trash and debris caused by falling limbs and leaves.

Sidewalk Cleaning: Sidewalks will be pressure washed on a schedule set by the Owners' Association. There will also be ongoing spot removal, including graffiti and sticker removal, within the boundaries of the District as needed.

3. Administration and Advocacy

The District's administrative staff will represent the area in support of policies, initiatives and legislative actions that enhance the District's ability to develop as a vibrant commercial area. The District will represent businesses in matters relating to alternative resources, effective land use, planning decisions, and economic development initiatives. Administration services will only be provided to individual assessable parcels within the District boundaries.

4. Marketing and Promotion

The District will have a unified marketing and promotion program that will collaborate with District businesses. It is the intent of this program to allow the public to view the area as a single destination with a rich collection of attractions, events and services. These programs will include marketing, promotions and business advocacy. Goals of this program include increased customer traffic and sales. The Owners' Association will work in conjunction with the local Chamber of Commerce to promote the District, which may include the use of pole banners, logos, promotional materials including visitors' guides, and press releases. Marketing and promotion services will only be provided to individual assessable parcels within the District boundaries. According to the District's benefit zones, these marketing services will be provided to the assessable parcels within the boundaries of the District.

Services provided by the District will be based on benefit zone. Parcels in Zone 1 will receive the most services because they have the highest amount of pedestrian traffic and need for services. Parcels in Zone 2 will receive fewer services than Zone 1 as they have less pedestrian traffic and need for services, and parcels in Zone 3 will receive fewer services than both Zones 1 and 2 as they have the least amount of pedestrian traffic and need for services. Services provided in Zones 2 and 3 which are also provided in Zone 1, and services provided in Zone 3 which are also provided in Zone 2, will be provided at lesser frequencies than those in the respective higher zones.

Zone 1

Parcels in Zone 1 will receive the following services. Services provided in Zone 1 will be provided to individual assessable parcels one deep (fronting) Vermont Avenue and Sunset Boulevard, respectively.

1. Streetscape and Landscape Projects

Parcels in Zone 1 will receive tree planting, landscape maintenance, weed removal throughout the Zone, aesthetic quality improvements, painting streetlight poles, and landscaping. These services will only be provided to individual assessable parcels within the district and Zone 1 boundaries.

2. Maintenance

Clean-Up Personnel: Full-time personnel will collect and remove litter and remove refuse and debris from Zone 1 sidewalks on a regular basis. This will include gutter and storm drain cleaning, and removal of illegally dumped litter. These services will only be provided to individual assessable parcels within the district and Zone 1 boundaries.

Median Landscape Services: Median landscaping will be maintained to provide a welcoming, attractive business environment. These services will only be provided to individual assessable parcels within the district and Zone 1 boundaries.

Trash Receptacle Cleaning: Trash liners will be replaced on a regular basis.. These services will only be provided to individual assessable parcels within the district and Zone 1 boundaries.

Tree Watering and Trimming: Newly planted trees will be watered and trimmed to ensure that businesses are visible All trees within the Zone 1 boundaries will be tended to as needed. These services will only be provided to individual assessable parcels within the district and Zone 1 boundaries.

Sidewalk Cleaning: Sidewalks in Zone 1 will be pressure washed at least three times per year. There will also be ongoing spot removal, including graffiti and sticker removal, within the Zone 1 boundaries as needed. These services will only be provided to individual assessable parcels within the district and Zone 1 boundaries.

3. Administration and Advocacy

The District's administrative staff will represent the zone in support of policies, initiatives and legislative actions that enhance Zone 1's ability to develop as a vibrant, contributing member of the Los Angeles region as a whole. The District will advocate for additional alternative resources, effective land use, planning decisions, and economic development initiatives. These services will only be provided to individual assessable parcels within the district and zone 1 boundaries.

4. Marketing and Promotion

The District will have a unified marketing and promotion program that will collaborate with Zone 1 businesses. It is the intent of this program to allow the public to view the zone as a single destination with a rich collection of attractions, events and services. These programs will include marketing, promotions and business advocacy. Goals of this program include increased customer traffic, sales and property values. The Owners' Association will work in conjunction with the local Chamber of Commerce to promote Zone 1 parcels which may include the use of pole banners, logos, promotional materials including visitors' guides, and press releases. These services will only be provided to individual assessable parcels within the district and Zone 1 boundaries.

Zone 2

Zone 2 will receive the following services. Services provided in Zone 2 will be provided to individual assessable parcels one deep (fronting) Hollywood Boulevard, Edgemont Street, Sunset Boulevard, Vermont Avenue and Lyman Place; those individual assessable parcels which are included in the two blocks encompassed by Hollywood Boulevard, Vermont Avenue, Sunset Boulevard and Edgemont Street; and the block encompassed by N. New Hampshire Avenue, Monroe Street, W. Vermont Street and Melrose Avenue.

1. Streetscape and Landscape Projects

The district will provide Zone 2 parcels with limited landscape and streetscape projects, namely tree planting and painting streetlight poles. These services will only be provided to individual assessable parcels within the district and Zone 2 boundaries.

2. Maintenance

Median Landscape Services: Medians will be maintained to provide a welcoming, attractive business environment. These services will only be provided to individual assessable parcels within the district and Zone 2 boundaries.

Tree Watering and Trimming: Newly planted trees will be watered and trimmed to ensure that businesses are visible. All trees within the Zone 2 boundaries will be tended to once per year. These services will only be provided to individual assessable parcels within the district and zone 2 boundaries.

Trash Receptacle Cleaning: Trash liners will be replaced on a limited. These services will only be provided to individual assessable parcels within the district and zone 2 boundaries.

Sidewalk Cleaning: Sidewalks in Zone 2 will be pressure washed at least two times per year. There will also be ongoing spot removal, including graffiti and sticker removal, within the Zone 2 boundaries as needed. These services will only be provided to individual assessable parcels within the district and zone 2 boundaries.

3. Administration and Advocacy

The District's administrative staff will advocate in support of policies, initiatives and legislative actions that enhance Zone 2's ability to develop as a vibrant, contributing member of the Los Angeles region as a whole. The District will advocate for additional alternative resources, effective land use, planning decisions, and economic development initiatives. These services will only be provided to individual assessable parcels within the district and zone 2 boundaries.

Zone 3

Parcels in Zone 3 will receive the following services. Services provided in Zone 3 will be provided to individual assessable parcels one deep (fronting) Vermont Avenue.

1. Streetscape and Landscape Projects

Parcels in Zone 3 will receive painted streetlight poles. Zone 3 parcels will also receive tree planting; however, there is very little space in Zone 3 for tree planting so this service will be limited. These services will only be provided to individual assessable parcels within the district and Zone 3 boundaries.

2. Maintenance

Median Landscape Services: Medians will be maintained to provide a welcoming, attractive business environment. These services will only be provided to individual assessable parcels within the district and Zone 3 boundaries.

Trash Receptacle Cleaning: Trash liners will be replaced on a very limited basis from receptacles. These services will only be provided to individual assessable parcels within the district and Zone 3 boundaries.

Sidewalk Cleaning: Sidewalks will be pressure washed at least once per year. There will also be graffiti and sticker removal within the Zone 3 boundaries as needed. These services will only be provided to individual assessable parcels within the district and Zone 3 boundaries.

3. Administration

The District's administrative staff will coordinate the services provided to parcels in Zone 3. These services will only be provided to individual assessable parcels within the district and Zone 3 boundaries.

Summary of District Services Provided by Zone

Service	Zone 1	Zone 2	Zone 3
Tree Planting	√	√	√ (limited)
Landscape Maintenance	√		
Weed Removal	√		
Painting Streetlight Poles	√	√	√
Landscape Installation	√		
Maintenance Personnel	√		
Median Maintenance	√	√	√
Trash Receptacle Maintenance	√	√	√ (limited)
Tree Watering, Trimming & Maintenance	√ (as needed)	√ (1x year)	
Sidewalk Cleaning	√ (3x year)	√ (2x year)	√ (1x year)
Administration	√	√	√
Advocacy	√	√	
Marketing & Promotions	√		

Annual Budget

The following Management District Plan cost estimate has been developed by the Owners' Association to deliver services throughout the District. An annual budget will be developed by the Owners' Association. Unexpended funds will rollover one year to the next. If there are funds remaining at the end of the District's ten (10) year term, and the owners choose to renew the District, those remaining funds will be transferred to the renewed District. A portion of remaining funds may be reserved and used for the District's renewal. If the District is not renewed, all remaining funds will be returned to parcel owners. The District will not issue bonds to finance improvements.

TABLE 1 - MANAGEMENT DISTRICT PLAN COST ESTIMATE, YEAR ONE

Cost Description	Amount
Streetscape/Landscaping (37%)	\$73,389.48
Maintenance (31%)	\$61,488.48
Administration/Advocacy (18%)	\$35,702.99
Marketing (11%)	\$21,818.49
Contingency (3%)	\$5,950.50
Total	\$198,349.94

Any accrued interest or delinquent payments will be expended in the above categories. After ten (10) years the petition process, ballot process, and hearing process must be repeated for the District to be re-established.

**TABLE 2 - DISTRICT ESTIMATED ANNUAL ASSESSMENT TOTALS PER YEAR
(including 3% annual increase)**

Category	Streetscape	Maintenance	Marketing	Administration	Contingency	Total
% Budget	37%	31%	11%	18%	3%	100%
2012	\$73,389.48	\$61,488.48	\$21,818.49	\$35,702.99	\$5,950.50	\$198,349.94
2013	\$75,591.16	\$63,333.14	\$22,473.05	\$36,774.08	\$6,129.01	\$204,300.44
2014	\$77,858.90	\$65,233.13	\$23,147.24	\$37,877.30	\$6,312.88	\$210,429.45
2015	\$80,194.66	\$67,190.12	\$23,841.66	\$39,013.62	\$6,502.27	\$216,742.33
2016	\$82,600.50	\$69,205.83	\$24,556.91	\$40,184.03	\$6,697.34	\$223,244.60
2017	\$85,078.52	\$71,282.00	\$25,293.61	\$41,389.55	\$6,898.26	\$229,941.94
2018	\$87,630.87	\$73,420.46	\$26,052.42	\$42,631.24	\$7,105.21	\$236,840.20
2019	\$90,259.80	\$75,623.08	\$26,833.99	\$43,910.17	\$7,318.36	\$243,945.41
2020	\$92,967.59	\$77,891.77	\$27,639.01	\$45,227.48	\$7,537.91	\$251,263.77
2021	\$95,756.62	\$80,228.52	\$28,468.19	\$46,584.30	\$7,764.05	\$258,801.68

Time and Manner for Collecting Assessments

The District special assessment will appear as a separate line item on annual Property Tax bills prepared by the County of Los Angeles. Property Tax bills are generally distributed in the fall, and payment is expected by lump sum or installments. The County of Los Angeles shall distribute funds collected to the City of Los Angeles. Then, the City of Los Angeles will disburse the funds to the District's Owners' Association, pursuant to the authorization of the Management District Plan. Existing laws for enforcement and appeal of parcel taxes apply to the District assessments. If necessary, the City of Los Angeles City Clerk's Office will directly bill property owners or entities that do not appear on the tax roll.

Assessment Notice

An assessment notice will be sent to owners of each individual assessable parcel within the District boundaries. The assessment notice provides the assessment amount, based upon the parcel square footage and the linear front footage along Vermont Avenue. A list of assessable parcels included in the District is provided in the Assessment Calculation Table included as Appendix 1 of this Engineer's Report.

V. CERTIFICATION

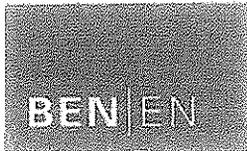
I hereby certify, to the best of my knowledge and experience, that each of the identified benefiting parcels located within the East Hollywood Property and Business Improvement District will receive a special benefit over and above the general benefits conferred and that the amount of the assessment is proportional to, and no greater than, the special benefits conferred on each assessable parcel, as described in this Engineer's Report.

Preparation of the Engineer's Report for the East Hollywood Property and Business Improvement District was completed by:



Orin N. Bennett, PE
State of California
Registered Civil Engineer No. 25169

July 1, 2011
Date



ENGINEERING ARCHITECTURE
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Fax: 310.206.1111
www.benjen.com



APPENDIX 1: ASSESSMENT CALCULATION TABLE

Map Key	APN	Zone	Parcel Size (sq. ft.)	Parcel Size Assessment	Vegetation Frontage (ft.)	Frontage Assessment	Total Assessment
1	5538022021	1	10,367.00	\$614.76	96.00	\$5.33	\$620.09
2	5538022900	1	10,498.00	\$622.53	100.00	\$5.55	\$628.08
3	5538022903	1	17,137.00	\$1,016.22	128.00	\$7.10	\$1,023.32
4	5538022904	1	13,225.00	\$784.24	58.00	\$3.22	\$787.46
5	5538022905	1	5,271.00	\$312.57	50.00	\$2.78	\$315.35
6	5538023903	3	706.00	\$11.30	42.00	\$0.63	\$11.93
7	5538023904	3	4,356.00	\$69.74	144.00	\$2.16	\$71.90
8	5538023905	3	1,110,780.00	\$17,784.70	1,048.00	\$15.70	\$17,800.40
9	5538026023	2	183,997.00	\$5,455.51	729.00	\$20.23	\$5,475.74
10	5538027008	1	13,591.00	\$805.95	100.00	\$5.55	\$811.50
11	5538027011	1	6,795.00	\$402.94	50.00	\$2.78	\$405.72
12	5538027012	1	13,591.00	\$805.95	100.00	\$5.55	\$811.50
13	5538027013	1	6,795.00	\$402.94	50.00	\$2.78	\$405.72
14	5538027014	1	7,492.00	\$444.28	55.00	\$3.05	\$447.33
15	5538027028	1	13,600.00	\$806.48	100.00	\$5.55	\$812.03
16	5538027035	1	18,286.00	\$1,084.36	131.00	\$7.27	\$1,091.63
17	5538028010	1	21,344.00	\$1,265.70	132.00	\$7.33	\$1,273.03
18	5539003023	1	31,268.00	\$1,854.19	173.00	\$9.60	\$1,863.79
19	5539003024	1	28,668.00	\$1,700.01	156.00	\$8.66	\$1,708.67
20	5539004009	1	19,079.00	\$1,131.38	155.00	\$8.60	\$1,139.98
21	5539004020	1	14,328.00	\$849.65	155.00	\$8.60	\$858.25
22	5539009011	1	10,125.00	\$600.41	154.00	\$8.55	\$608.96
23	5539009022	1	20,299.00	\$1,203.73	155.00	\$8.60	\$1,212.33
24	5539010018	1	6,403.00	\$379.70	50.00	\$2.78	\$382.48
25	5539010019	1	6,403.00	\$379.70	50.00	\$2.78	\$382.48
26	5539010020	1	6,447.00	\$382.31	50.00	\$2.78	\$385.09
27	5539010021	1	12,763.00	\$756.85	97.00	\$5.38	\$762.23
28	5539010022	1	8,189.00	\$485.61	61.00	\$3.39	\$489.00
29	5539015022	1	20,299.00	\$1,203.73	155.00	\$8.60	\$1,212.33
30	5539015024	1	20,112.00	\$1,192.64	151.00	\$8.38	\$1,201.02
31	5539016901	3	204,732.00	\$3,277.96	316.00	\$4.74	\$3,282.70
32	5539021008	1	11,631.00	\$689.72	155.00	\$8.60	\$698.32
33	5539021023	1	19,602.00	\$1,162.40	151.00	\$8.38	\$1,170.78
34	5539022012	1	12,981.00	\$769.77	100.00	\$5.55	\$775.32
35	5539022013	1	6,490.00	\$384.86	50.00	\$2.78	\$387.64
36	5539022014	1	6,490.00	\$384.86	50.00	\$2.78	\$387.64
37	5539022023	1	19,493.00	\$1,155.93	150.00	\$8.32	\$1,164.25
38	5539022024	1	6,495.00	\$385.15	50.00	\$2.78	\$387.93
39	5539022031	1	13,000.00	\$770.90	100.00	\$5.55	\$776.45
40	5539022033	1	11,613.00	\$688.65	96.00	\$5.33	\$693.98
41	5539033010	1	119,354.00	\$7,077.69	361.00	\$20.04	\$7,097.73
42	5540017002	1	8,015.00	\$475.29	50.00	\$2.78	\$478.07
43	5540017004	1	12,589.00	\$746.53	70.00	\$3.88	\$750.41

Map Key	APN	Zone	Parcel Size (sq ft)	Parcel Size Assessment	Vermont Frontage (ft)	Frontage Assessment	Total Assessment
44	5540017006	1	12,589.00	\$746.53	70.00	\$3.88	\$750.41
45	5540017007	1	8,407.00	\$498.54	70.00	\$3.88	\$502.42
46	5540017009	1	9,017.00	\$534.71	75.00	\$4.16	\$538.87
47	5540017010	1	13,469.00	\$798.71	101.00	\$5.61	\$804.32
48	5540017013	1	12,600.00	\$747.18	70.00	\$3.88	\$751.06
49	5540017804	1	33,236.00	\$1,970.89	190.00	\$10.54	\$1,981.43
50	5540019005	1	7,860.00	\$466.10	60.00	\$3.33	\$469.43
51	5540019012	1	15,375.00	\$911.74	75.00	\$4.16	\$915.90
52	5540019013	1	9,000.00	\$533.70	75.00	\$4.16	\$537.86
53	5540019016	1	7,884.00	\$467.52	75.00	\$4.16	\$471.68
54	5540019017	1	8,526.00	\$505.59	75.00	\$4.16	\$509.75
55	5540019019	1	14,300.00	\$847.99	116.00	\$6.44	\$854.43
56	5540020008	1	6,936.00	\$411.30	100.00	\$5.55	\$416.85
57	5540020010	1	5,489.00	\$325.50	50.00	\$2.78	\$328.28
58	5540020011	1	3,833.00	\$227.30	35.00	\$1.94	\$229.24
59	5540020012	1	15,377.00	\$911.86	75.00	\$4.16	\$916.02
60	5540020013	1	7,971.00	\$472.68	76.00	\$4.22	\$476.90
61	5540020014	1	11,718.00	\$694.88	50.00	\$2.78	\$697.66
62	5542014001	1	14,418.00	\$854.99	157.00	\$8.71	\$863.70
63	5542014019	1	6,490.00	\$384.86	50.00	\$2.78	\$387.64
64	5542014020	1	12,981.00	\$769.77	100.00	\$5.55	\$775.32
65	5542014021	1	6,490.00	\$384.86	50.00	\$2.78	\$387.64
66	5542014032	1	33,149.00	\$1,965.74	254.00	\$14.10	\$1,979.84
67	5542015001	1	14,288.00	\$847.28	110.00	\$6.10	\$853.38
68	5542015022	1	13,500.00	\$800.55	0.00	\$0.00	\$800.55
69	5542015030	1	43,560.00	\$2,583.11	0.00	\$0.00	\$2,583.11
70	5542015900	1	6,499.00	\$385.39	50.00	\$2.78	\$388.17
71	5542015901	1	7,797.00	\$462.36	60.00	\$3.33	\$465.69
72	5542015902	1	6,499.00	\$385.39	50.00	\$2.78	\$388.17
73	5542016030	2	321,473.00	\$9,531.67	352.00	\$9.77	\$9,541.44
74	5542016033	2	60,984.00	\$1,808.18	0.00	\$0.00	\$1,808.18
75	5542017029	2	131,987.00	\$3,913.41	0.00	\$0.00	\$3,913.41
76	5542017030	2	246,114.00	\$7,297.28	419.00	\$11.63	\$7,308.91
77	5542017900	2	666.00	\$19.75	23.00	\$0.64	\$20.39
78	5542018026	1	24,270.00	\$1,439.21	162.00	\$8.99	\$1,448.20
79	5542018035	1	14,880.00	\$882.38	152.00	\$8.44	\$890.82
80	5542019001	1	8,102.00	\$480.45	162.00	\$8.99	\$489.44
81	5542019031	1	8,015.00	\$475.29	80.00	\$4.44	\$479.73
82	5542019032	1	8,189.00	\$485.61	82.00	\$4.55	\$490.16
83	5542028005	1	7,971.00	\$472.68	57.00	\$3.16	\$475.84
84	5542028025	1	68,738.00	\$4,076.16	246.00	\$13.65	\$4,089.81
85	5542029001	1	8,102.00	\$480.45	58.00	\$3.22	\$483.67
86	5542029002	1	7,013.00	\$415.87	50.00	\$2.78	\$418.65
87	5542029003	1	7,013.00	\$415.87	50.00	\$2.78	\$418.65
88	5542029038	1	10,019.00	\$594.13	71.00	\$3.94	\$598.07

Map Key	APN	Zone	Parcel Size (sq ft)	Parcel Size Assessment	Vermont Frontage (ft)	Frontage Assessment	Total Assessment
89	5542029039	1	99,752.00	\$5,915.29	250.00	\$13.88	\$5,929.17
90	5543007025	2	24,437.00	\$724.56	0.00	\$0.00	\$724.56
91	5543008007	2	13,460.00	\$399.09	0.00	\$0.00	\$399.09
92	5543009021	2	37,462.00	\$1,110.75	0.00	\$0.00	\$1,110.75
93	5543009025	2	124,582.00	\$3,693.86	296.00	\$8.21	\$3,702.07
94	5543009900	2	81,022.00	\$2,402.30	0.00	\$0.00	\$2,402.30
95	5543009901	2	21,336.00	\$632.61	0.00	\$0.00	\$632.61
96	5543009902	2	17,860.00	\$529.55	0.00	\$0.00	\$529.55
97	5543010017	2	125,453.00	\$3,719.68	0.00	\$0.00	\$3,719.68
98	5543010900	2	1,228.00	\$36.41	0.00	\$0.00	\$36.41
99	5543011010	2	78,844.00	\$2,337.72	0.00	\$0.00	\$2,337.72
100	5543011901	2	503,554.00	\$14,930.38	0.00	\$0.00	\$14,930.38
101	5543012018	2	109,771.00	\$3,254.71	0.00	\$0.00	\$3,254.71
102	5543012022	2	52,359.00	\$1,552.44	269.00	\$7.46	\$1,559.90
103	5543012023	2	58,366.00	\$1,730.55	179.00	\$4.97	\$1,735.52
104	5543012024	2	32,230.00	\$955.62	101.00	\$2.80	\$958.42
105	5543012025	2	60,113.00	\$1,782.35	186.00	\$5.16	\$1,787.51
106	5543012900	2	9,148.00	\$271.24	0.00	\$0.00	\$271.24
107	5543013001	1	17,598.00	\$1,043.56	160.00	\$8.88	\$1,052.44
108	5543013002	1	24,785.00	\$1,469.75	0.00	\$0.00	\$1,469.75
109	5543013009	1	7,144.00	\$423.64	55.00	\$3.05	\$426.69
110	5543013012	1	6,490.00	\$384.86	50.00	\$2.78	\$387.64
111	5543013013	1	6,490.00	\$384.86	50.00	\$2.78	\$387.64
112	5543013014	1	6,490.00	\$384.86	50.00	\$2.78	\$387.64
113	5543013015	1	39,335.00	\$2,332.57	95.00	\$5.27	\$2,337.84
114	5543014011	1	4,661.00	\$276.40	49.00	\$2.72	\$279.12
115	5543014012	1	6,490.00	\$384.86	50.00	\$2.78	\$387.64
116	5543014013	1	6,490.00	\$384.86	50.00	\$2.78	\$387.64
117	5543014014	1	19,515.00	\$1,157.24	150.00	\$8.32	\$1,165.56
118	5543014015	1	12,981.00	\$769.77	100.00	\$5.55	\$775.32
119	5543015019	1	8,368.00	\$496.22	0.00	\$0.00	\$496.22
120	5543015020	1	6,403.00	\$379.70	0.00	\$0.00	\$379.70
121	5543015021	1	26,354.00	\$1,562.79	0.00	\$0.00	\$1,562.79
122	5543017018	1	238,709.00	\$14,155.44	0.00	\$0.00	\$14,155.44
123	5543018021	1	40,646.00	\$2,410.31	0.00	\$0.00	\$2,410.31
124	5543020023	1	26,223.00	\$1,555.02	0.00	\$0.00	\$1,555.02
125	5589030027	2	6,882.00	\$204.05	0.00	\$0.00	\$204.05
126	5589030030	2	28,485.00	\$844.58	0.00	\$0.00	\$844.58
127	5589030032	2	33,860.00	\$1,003.95	0.00	\$0.00	\$1,003.95
128	5589031016	2	25,700.00	\$762.00	0.00	\$0.00	\$762.00
129	5589031025	2	11,935.00	\$353.87	0.00	\$0.00	\$353.87
130	5589031026	2	11,761.00	\$348.71	0.00	\$0.00	\$348.71
131	5589031036	2	19,602.00	\$581.20	0.00	\$0.00	\$581.20
132	5589038036	2	9,239.00	\$273.94	0.00	\$0.00	\$273.94
	TOTAL			\$197,773.32		\$576.62	\$198,349.94

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

All titles, subtitles, or headings in this Contract 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 **CONTRACTOR**. The word "**CONTRACTOR**" herein in this Contract includes the party or parties identified in the Contract. The singular shall include the plural; if there is more than one **CONTRACTOR** 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. At the **CITY'S** option, one or more additional original texts of this Contract may also be retained by the City.

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 without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Contract.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is 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 **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR** hereto;
- B. This Contract has been approved by the City 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; and
- D. This Contract has been signed on behalf of the **CITY** by the person designated by the City 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 to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-4.

PSC-7. EXCUSABLE DELAYS

In the event that performance on the part of any party hereto is 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 include, but are not 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; earthquakes; 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. TERMINATION

A. TERMINATION FOR CONVENIENCE

The CITY may terminate this Contract for the CITY'S convenience at any time by giving CONTRACTOR thirty days written notice thereof. Upon receipt of said notice, CONTRACTOR shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. The CITY shall pay CONTRACTOR its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by CONTRACTOR to affect such termination. Thereafter, CONTRACTOR shall have no further claims against the CITY under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights thereto, shall become CITY property upon the date of such termination. CONTRACTOR agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

B. TERMINATION FOR BREACH OF CONTRACT

1. Except for excusable delays as provided in PSC-7, if CONTRACTOR fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, the CITY may give CONTRACTOR written notice of such default. If CONTRACTOR does not cure such default or provide a plan to cure such default which is acceptable to the CITY within the time permitted by the CITY, then the CITY may terminate this Contract due to CONTRACTOR'S breach of this Contract.
2. If a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors, then the CITY may immediately terminate this Contract.
3. If CONTRACTOR engages in any dishonest conduct related to the performance or administration of this Contract or violates the

CITY'S lobbying policies, then the **CITY** may immediately terminate this Contract.

4. In the event the **CITY** terminates this Contract as provided in this section, the **CITY** may procure, upon such terms and in such manner as the **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to the **CITY** for all of its costs and damages, including, but not limited, any excess costs for such services.
5. All finished or unfinished documents and materials produced or procured under this Contract, including all intellectual property rights thereto, shall become **CITY** property upon date of such termination. **CONTRACTOR** agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.
6. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-10(A) Termination for Convenience.
7. The rights and remedies of the **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

PSC-11. INDEPENDENT CONTRACTOR

CONTRACTOR is acting hereunder as an independent contractor and not as an agent or employee of the **CITY**. **CONTRACTOR** 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-12. CONTRACTOR'S PERSONNEL

Unless otherwise provided or approved by the **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. The **CITY** shall have the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** agrees to remove personnel from performing work under this Contract if requested to do so by the **CITY**.

CONTRACTOR shall not use subcontractors to assist in performance of this Contract without the prior written approval of the **CITY**. If the **CITY** permits the use of subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of

this Contract. The **CITY** has the right to approve **CONTRACTOR'S** subcontractors, and the **CITY** reserves the right to request replacement of subcontractors. The **CITY** does not have any obligation to pay **CONTRACTOR'S** subcontractors, and nothing herein creates any privity between the **CITY** and the subcontractors.

PSC-13. PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

CONTRACTOR may not, unless it has first obtained the written permission of the **CITY**:

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

PSC-14. PERMITS

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

PSC-15. CLAIMS FOR LABOR AND MATERIALS

CONTRACTOR 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 or intangible matter produced by **CONTRACTOR** hereunder), against **CONTRACTOR'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-16. CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED

If applicable, **CONTRACTOR** represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code. For the term covered by this Contract, **CONTRACTOR** shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance, and shall not allow any such Certificate to be revoked or suspended.

PSC-17. RETENTION OF RECORDS, AUDIT AND REPORTS

CONTRACTOR shall maintain all 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 final payment made by the CITY hereunder or the expiration date of this Contract, whichever occurs last. CONTRACTOR shall provide any reports requested by the CITY regarding performance of this Contract. Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

PSC-18. FALSE CLAIMS ACT

CONTRACTOR acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the CITY under the False Claims Act (Cal. Gov. Code §§ 12650 *et seq.*), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

PSC-19. BONDS

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 Administrative Officer, Risk Management for its review and acceptance in accordance with Sections 11.47 through 11.56 of the Los Angeles Administrative Code.

PSC-20. INDEMNIFICATION

Except for the active negligence or willful misconduct of the CITY, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, CONTRACTOR undertakes and agrees to defend, indemnify and hold harmless the 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 (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including CONTRACTOR'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 CONTRACTOR or its subcontractors of any tier. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of PSC-20 shall survive expiration or termination of this Contract.

PSC-21. INTELLECTUAL PROPERTY INDEMNIFICATION

CONTRACTOR, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the 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 (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information right (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by CONTRACTOR, or its subcontractors of any tier, in performing the work under this Contract; or (2) as a result of the CITY'S actual or intended use of any Work Product furnished by CONTRACTOR, or its subcontractors of any tier, under the Agreement. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of PSC-21 shall survive expiration or termination of this Contract.

PSC-22. INTELLECTUAL PROPERTY WARRANTY

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, rights of publicity and proprietary information.

PSC-23. OWNERSHIP AND LICENSE

Unless otherwise provided for herein, all Work Products originated and prepared by **CONTRACTOR** or its subcontractors of any tier under this Contract shall be and remain the exclusive property of the CITY for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this Contract including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property. **CONTRACTOR** hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by **CONTRACTOR** under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

For all Work Products delivered to the CITY that are not originated or prepared by **CONTRACTOR** or its subcontractors of any tier under this Contract, **CONTRACTOR** hereby grants a non-exclusive perpetual license to use such Work Products for any CITY purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of the **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract to contractually bind or otherwise oblige its subcontractors performing work under this Contract such that the **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

PSC-24. INSURANCE

During the term of this Contract and without limiting **CONTRACTOR'S** indemnification of the **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by **CONTRACTOR**, but not less than the amounts and types listed on the Required Insurance and Minimum Limits sheet (Form General 146 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 Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto) and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-25. DISCOUNT TERMS

CONTRACTOR 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 Contract which meet the discount terms.

PSC-26. WARRANTY AND RESPONSIBILITY OF CONTRACTOR

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

PSC-27. NON-DISCRIMINATION

Unless otherwise exempt, this Contract is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The **CONTRACTOR** 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, **CONTRACTOR** 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. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

PSC-28. EQUAL EMPLOYMENT PRACTICES

Unless otherwise exempt, this Contract is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of this Contract, **CONTRACTOR** agrees and represents that it will provide equal employment practices and **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 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. **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. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **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 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, **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 or medical condition.

- D. **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 **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 **CONTRACTOR**.
- F. Upon a finding duly made that **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**. 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 **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, **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until **CONTRACTOR** shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this Contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- H. Intentionally blank.
- 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, **CONTRACTOR** shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct 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. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject **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**.

PSC-29. AFFIRMATIVE ACTION PROGRAM

Unless otherwise exempt, this Contract is subject to the affirmative action program provisions in Section 10.8.4 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of a **CITY** contract, **CONTRACTOR** certifies and represents that **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 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. **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. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **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 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, **CONTRACTOR** shall certify on an electronic or hard copy form to be supplied, that **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 or medical condition.
- D. **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 **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has breached the Affirmative Action Program provisions of a **CITY** contract, the contract may be forthwith cancelled, 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**. 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** 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 **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 **CONTRACTOR** by the **CITY** 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** shall have any and all other remedies at law or in equity for any breach hereof.
- I. Intentionally blank.
- 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.
- K. **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, **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, **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. **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 **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 workforce 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 workforce or replacement of those employees who leave the workforce 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. Intentionally blank.

- 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**.

PSC-30. CHILD SUPPORT ASSIGNMENT ORDERS

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, **CONTRACTOR** will fully comply with all applicable State and Federal employment reporting requirements for **CONTRACTOR'S** employees. **CONTRACTOR** shall also certify (1) that the Principal Owner(s) of **CONTRACTOR** are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that **CONTRACTOR** will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, *et seq.* of the California Family Code; and (3) that **CONTRACTOR** will maintain such compliance throughout the term of this Contract.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders or Notices of Assignment, or the failure of any Principal Owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract, subjecting this Contract to termination if such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to obtain compliance of its subcontractors shall constitute a default by **CONTRACTOR** under this Contract, subjecting this Contract to termination where such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

CONTRACTOR certifies 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 Section 7110(b) of the California Public Contract Code.

PSC-31. LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE

- A. Unless otherwise exempt, 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. These Ordinances require the following:
1. **CONTRACTOR** 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 compensated and uncompensated days off and health benefits, as defined in the LWO.
 2. **CONTRACTOR** 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** 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** shall deliver the executed pledges from each such subcontractor to the **CITY** within ninety (90) days of the execution of the subcontract. **CONTRACTOR'S** delivery of executed pledges from each such subcontractor shall fully discharge the obligation of **CONTRACTOR** with respect to such pledges and fully discharge the obligation of **CONTRACTOR** to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
 3. **CONTRACTOR**, 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** shall post the Notice of Prohibition Against Retaliation provided by the **CITY**.
 4. Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-31 and shall incorporate the provisions of the LWO and the SCWRO.

5. **CONTRACTOR** shall comply with all rules, regulations and policies promulgated by the **CITY'S** Designated Administrative Agency which may be amended from time to time.
- B. Under the provisions of Sections 10.36.3(c) and 10.37.6(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** has violated provisions of either the LWO or the SCWRO, or both.
- C. Where under the LWO Section 10.37.6(d), the **CITY'S** Designated Administrative Agency has determined (a) that **CONTRACTOR** 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 **CITY** in such circumstances may impound monies otherwise due **CONTRACTOR** in accordance with the following procedures. Impoundment shall mean that from monies due **CONTRACTOR**, **CITY** may deduct the amount determined to be due and owing by **CONTRACTOR** to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d)(3) and disposed of under procedures described therein through final and binding arbitration. Whether **CONTRACTOR** is to continue work following an impoundment shall remain in the sole discretion of the **CITY**. **CONTRACTOR** 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.
- D. **CONTRACTOR** shall inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Credit (EIC). **CONTRACTOR** shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from **CONTRACTOR**.

PSC-32. AMERICANS WITH DISABILITIES ACT

CONTRACTOR hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. §§ 12101 *et seq.*, and its implementing regulations. **CONTRACTOR** 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. **CONTRACTOR** 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 **CONTRACTOR**, relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

PSC-33. CONTRACTOR RESPONSIBILITY ORDINANCE

Unless otherwise exempt, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time, which requires **CONTRACTOR** 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** fitness and ability to continue performing this Contract.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this Contract, **CONTRACTOR** 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. **CONTRACTOR** further agrees to: (1) notify the **CITY** within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that **CONTRACTOR** is not in compliance with all applicable federal, state and local laws in performance of this Contract; (2) notify the **CITY** within thirty calendar days of all findings by a government agency or court of competent jurisdiction that **CONTRACTOR** has violated the provisions of Section 10.40.3(a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the **CITY**; and (4) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the **CITY** 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 Contractor Responsibility Ordinance in performance of the subcontract.

PSC-34. MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM

CONTRACTOR 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** 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** shall not change any of these designated subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of the **CITY**, provided that such approval shall not be unreasonably withheld.

PSC-35. EQUAL BENEFITS ORDINANCE

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

- A. During the performance of the Contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** will comply with the EBO.
- B. The failure of **CONTRACTOR** to comply with the EBO will be deemed to be a material breach of this Contract by the **CITY**.
- C. If **CONTRACTOR** fails to comply with the EBO the **CITY** may cancel, terminate or suspend this Contract, in whole or in part, and all monies due or to become due under this 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.
- D. Failure to comply with the EBO may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.
- E. If the **CITY'S** Designated Administrative Agency determines that a **CONTRACTOR** has set up or used its contracting entity for the purpose of evading the intent of the EBO, the **CITY** may terminate the Contract. Violation of this provision may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.

CONTRACTOR shall 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 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 Department of Public Works, Office of Contract Compliance at (213) 847-1922.”

PSC-36. SLAVERY DISCLOSURE ORDINANCE

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

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

1. Additional Insured/Loss Payee. The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

2. Notice of Cancellation. All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

3. Primary Coverage. CONTRACTOR will provide coverage that is 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.

4. Modification of Coverage. The 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 ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

5. Failure to Procure Insurance. All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'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 the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

6. Workers' Compensation. By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. 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 or through an insurer otherwise acceptable to the CITY. 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.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-4, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

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 a CITY insurance certificate approval number ("CA number") has been obtained, so insurance 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** Electronic submission is the preferred method of submitting your documents. **Track4LA™** is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format. **Track4LA™** advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **Track4LA™** at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Insurance industry certificates other than the ACORD 25 may be accepted. **All Certificates** must provide 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. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. 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 Acord Certificates and other Insurance Certificates:

- 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.
- Professional Liability insurance.

Completed **Insurance Industry Certificates other than ACORD 25 Certificates** can be sent electronically (CAO.insurance.bonds@lacity.org) or faxed to the Office of the City Administrative Officer, Risk Management (213) 978-7616. **Please note that submissions other than through**

Track4LA™ will delay the insurance approval process as documents will have to be manually processed.

Verification of approved insurance and bonds may be obtained by checking Track4LA™, the CITY's online insurance compliance system, at <http://track4la.lacity.org>.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate through Track4LA™ at <http://track4la.lacity.org> or submit an Insurance Industry Certificate or a renewal endorsement as outlined in Section 3 above. If your policy number changes you must also submit a new Additional Insured Endorsement with an Insurance Industry Certificate.

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 of your program, you should complete the Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/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 the most minimum requirements, and the Special Events Liability Insurance Program, 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 (<http://cao.lacity.org/risk/InsuranceForms.htm>). **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 the contractor.

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 and payment to vendors and suppliers. 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, performance and payment surety bonds, please see the City of Los Angeles Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/01/2011

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

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

PRODUCER 1ST COMMUNITY INSURANCE SERVIC 400 SOUTH FARRELL DR SUITE B-104 PALM SPRINGS CA 92262	CONTACT NAME: JOSHUA NEBGEN PHONE (A/C, No, Ext): 7603257400 FAX (A/C, No): E-MAIL ADDRESS: LORDCURZON@GMAIL.COM
	INSURER(S) AFFORDING COVERAGE
INSURED Hollywood Chamber of Commerce 7018 Hollywood Blvd Hollywood CA 90028	INSURER A: Great American Alliance Insurance Co INSURER B: Hartford Accident and Indemnity Company INSURER C: Philadelphia Insurance Company INSURER D: INSURER E: INSURER F:
	NAIC #
	26832
	22357
	23850

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y N	PAC4884097	11/01/2011	11/01/2012	EACH OCCURRENCE \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000
						MED EXP (Any one person) \$5,000
						PERSONAL & ADV INJURY \$1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	Y N	PAC4884097	11/01/2011	11/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS					BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB	Y N	UMB4884098	11/01/2011	11/01/2012	EACH OCCURRENCE \$1,000,000
	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$1,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					Products-Comp/Op Agg \$1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	72WECLY5902	11/01/2011	11/01/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
						E.L. EACH ACCIDENT \$1,000,000
						E.L. DISEASE - EA EMPLOYEE \$1,000,000
C	Directors & Officers Liability	N N	PHSD574494	12/09/2011	11/01/2012	General Aggregate - \$1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

City of Los Angeles and all of its Agencies, Boards and Departments 200 North Main Street City Hall East, Suite 1240 Los Angeles CA 90012	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE JOSHUA NEBGEN

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CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS

This document must be returned with the Proposal/Bid Response

The undersigned hereby agrees that THE HOLLYWOOD CHAMBER OF COMMERCE will:

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 :

Hollywood, Los Angeles, CA
City/County/State

Date 9-12-11

Hollywood Chamber of Commerce, 7018 Hollywood Blvd.
Name of Business Address

D. Leron Gubler D. Leron Gubler
Signature of Authorized Officer or Representative Print Name

President & CEO 323/469-8311
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 AFTER THE CONTRACT HAS BEEN EXECUTED. INCOMPLETE SUBMISSIONS WILL BE RETURNED. Please refer to the endnotes for more details.

AWARDING DEPARTMENT INFO				
Dept: <u>City Clerk</u> Contract Administrator: <u>Eugene Van Cise</u> Contact Phone: <u>213-978-4-1315</u> MS# <u>159</u>				
CONTRACT INFO				
Contractor Name: <u>Hollywood Chamber of Commerce</u>		Contract # _____		
Contractor Address: <u>7018 Hollywood Blvd.</u> city: <u>Hollywood</u>		State: <u>CA</u> Zip: <u>90028</u>		
Project/Contract Name: <u>East Hollywood Business Improvement District</u>				
Purpose of Contract: <u>Administration of East Hollywood Business Improvement District</u>				
Contract Amount: \$ <u>N/A</u>		Term: Start Date <u>01 / 01 / 11</u> End Date <u>12 / 31 / 11</u>		
SECTION I: DETERMINING APPLICABILITY TO LWO				
1 Check off ONE box that best describes the contract, then Continue to #2: This is a <input checked="" type="checkbox"/> New Contract <input type="checkbox"/> Contract Amndmt # --				
2 If you checked off "New Contract" above, SKIP to Question #5 to determine whether this New contract is subject to the LWO.				
3 If you checked off "Contract Amendment" Please answer the following questions about the original contract:				
a Was the original contract subject to the LWO? <input type="checkbox"/> Yes <input type="checkbox"/> No		b Was the original contract approved for an exemption? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, please note what type of exemption it received: _____		
4 If you checked off YES to 3a OR 3b, THIS FORM IS NOW COMPLETE – PLEASE SUBMIT PAGE 1 ONLY TO OCC. If you checked off NO to 3a AND 3b, Continue to #5 to determine whether this Contract Amendment is subject to the LWO.				
5 Check off ONE box in Parts A, B, C or D below that best describes the contract, then Continue to #6:				
These are contracts NOT SUBJECT, NOT APPLICABLE to LWO:		These contracts MAY or MAY NOT BE SUBJECT, or MAY or MAY NOT BE APPLICABLE to LWO:		
PART A	PART B	PART C	PART D	
<input type="checkbox"/> Service contract that is less than 3 months <u>OR</u> \$25,000 or less ¹ <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 <u>both</u> LWO CFAR thresholds: ⁶ <small>(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).</small>	<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	
6 If you checked off any box in Part A - THIS FORM IS NOW COMPLETE – PLEASE SUBMIT PAGE 1 ONLY TO OCC.				
7 If you checked off a box in Part B or C, SKIP TO #9.				
8 If you checked off the box in Part D, SKIP TO #13.				
9 If you have a service contract, answer questions a, c and d ONLY, then Continue to #10. If you have a public lease/license, answer questions b, c and d ONLY, then Continue to #10.			YES	NO
a	Are some of the services rendered by employees whose work site is on property owned by the City?		<input type="checkbox"/>	<input type="checkbox"/>
b	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"/>	<input type="checkbox"/>
c	Could the services feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources?		<input type="checkbox"/>	<input type="checkbox"/>
d	Has the DAA determined in writing that coverage would further the proprietary interests of the City?		<input type="checkbox"/>	<input type="checkbox"/>
10 If you checked off ANY boxes in the YES column, this contract is APPLICABLE TO THE LWO (it is SUBJECT). Continue onto SECTION II. Otherwise, continue to #11.				
11 You DID NOT check off ANY boxes in the YES column. This contract is NOT APPLICABLE TO THE LWO (it is NOT SUBJECT). Fill and submit LW-10, OCC Exemption Application for approval prior to contract execution found here: http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm , then Continue to #12.				
12 Has the exemption been approved? If YES, THIS FORM IS NOW COMPLETE – <u>Once the contract has been executed, SUBMIT LW-1, Page 1 ONLY and the APPROVED EXEMPTION FORM to OCC.</u> If NO, Continue onto SECTION IV.				
13 Answer the following question to determine whether the CFAR is subject to the LWO, then Continue to #14.			YES	NO
a	Does the agreement intend to promote economic development?		<input type="checkbox"/>	<input type="checkbox"/>
14 If you checked off NO this contract is NOT APPLICABLE TO THE LWO (it is NOT SUBJECT). PLEASE SUBMIT PAGE 1 ONLY TO OCC. Otherwise, Continue to Question #15.				
15 Answer the following questions to determine whether the CFAR is subject to the LWO:			YES	NO
a	Is the Financial Assistance given in a 12-month period and above \$1 Million?		<input type="checkbox"/>	<input type="checkbox"/>
b	Is the Financial Assistance \$100,000 or more on a continuing basis?		<input type="checkbox"/>	<input type="checkbox"/>
16 If you checked off ANY boxes in the YES column, this contract is APPLICABLE TO THE LWO (it is SUBJECT). Continue onto SECTION II. Otherwise, this contract is NOT APPLICABLE TO THE LWO (it is NOT SUBJECT). PLEASE SUBMIT PAGE 1 ONLY TO OCC.				

**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 CF 09-3027

CONTRACTOR/BORROWER/AGENCY Hollywood Chamber of Commerce
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE D. Leron Gubler, President + CEO
SIGNATURE D. Leron Gubler
DATE 9/12/14

CITY OF LOS ANGELES
CONTRACTOR RESPONSIBILITY ORDINANCE

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: EAST HOLLYWOOD BUSINESS IMPROVEMENT DISTRICT
RFB/RFQ/RFP # (if any): _____ Date RFB/RFQ/RFP Released: _____
Procuring Dept.: CITY CLKER _____ Mail Stop #: 159
Name of Dept. Contact: VAN CISE EUGENE _____ Phone: (213) 978-1315

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

Company Name: HOLLYWOOD CHAMBER OF COMMERCE
Company Address: 7018 HOLLYWOOD BLVD
City: HOLLYWOOD State: CA Zip: 90028

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) 10/12/11.

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 10/12/11

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.

Hollywood Chamber of Commerce
Company Name, Address and Phone Number

D. Leon Gubler 9-12-11
Signature of Officer or Authorized Representative Date

D. Leon Gubler, President & CEO
Print Name and Title of Officer or Authorized Representative

CITY CLERK CF 09-3027
Awarding City Department Contract Number

EXHIBIT 5

SERVICE

**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 EUGENE VAN CISE 213-978-1315
City Department/Division Awarding Contract City Contact Person Phone
EAST HOLLYWOOD BUSINESS IMPROVEMENT DISTRICT
City Bid or Contract Number (If applicable) and Project Title

BIDDER/CONTRACTOR INFORMATION

Hollywood Chamber of Commerce
Bidder/Proposer Business Name
7018 Hollywood Blvd. Hollywood CA 90028
Street Address City State Zip
Leron Gubler, Pres. & CEO (323) 469-5311 (323) 469-2805
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 2/15/07.
- 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.

D. Leron Gubler D. Leron Gubler 10/10/11
Print Name, Title Signature Date

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: 1

EXHIBIT 5
SERVICE

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: 1 / 1 / 1921 State of incorporation: CA

List the corporation's current officers.

President: Chair: Marty Shelton
Vice President: Chair: Chris Barton
Secretary: Bruce Gorelick
Treasurer: Scott Moe

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.

EXHIBIT 5
SERVICE

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? 90 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.

EXHIBIT 5

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.

D. Leron Gubler, President & CEO
Print Name, Title

D. Leron Gubler
Signature

7/12/11
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 4

E8 - Contract with CRA/LA for services related to their sponsorship of Chamber events.

EBO & 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

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 Hollywood Chamber of Commerce Phone: (213) 978-1315
Company Address 7018 Hollywood Bl. Fax: _____
City: Los Angeles State: CA ZIP: 90028
Contact Person: Eugene Van Cise

SECTION 2. EQUAL BENEFITS ORDINANCE

Status: Waived

See the attached Waiver. Business Improvement Districts - Investment of City Monies - 10.8.2.1(i)(2)(a) - This contract involves the trust of City monies.

Date Determined: 10/06/2011

SECTION 3. SLAVERY DISCLOSURE ORDINANCE

Status: SDO Affidavit has been submitted.

SDO Affidavit Executed On: 02/15/2007 SDO Affidavit Received On: 04/12/2007

Comments

None

OCC Analyst Lydee Su Phone: 213-847-2647 Date: 10/6/2011

EXHIBIT 6

EBO WAIVER

EEOE Received

OCT - 4 2011

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: HOLLYWOOD CHAMBER OF COMMERCE Phone: 323-469-8311
Company Address: 7018 HOLLYWOOD BLVD.
City: HOLLYWOOD State: CA Zip: 90028 EIN/TIN 95-0838840
Contract Number (if any):
Contract Term - Start Date: JANUARY 1, 2012 End Date: DECEMBER 31, 2021
Contract Amount: N/A
Type of Service: ADMINISTRATION OF THE EAST HOLLYWOOD BUSINESS IMPROVEMENT DISTRICT

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.
BUSINESS IMPROVEMENTS DISTRICTS ARE EXEMPT PER EBO REGULATION 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: EUGENE VAN CISE Title: MANAGEMENT ANALYST I
Department: CITY CLERK Phone: 213-978-1315
Signature: [Signature] Date: 10-3-11

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
Not Approved. (See attached memorandum for explanation.)
Approved based on code section(s): 10.8.2.1(i)(2)(a)
Analyst: [Signature] Date: 10/6/11

EXHIBIT 7

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 _____ Department Contact Person _____

AFFIDAVIT DISCLOSING SLAVERY ERA PARTICIPATION, INVESTMENTS, OR PROFITS

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

<u>Hollywood Chamber of Commerce</u>	<u>(323) 469-8311</u>	<u>950838840</u>
Company Name	Phone	Federal ID #
<u>7018 Hollywood Blvd.</u>	<u>Hollywood</u>	<u>CA</u>
Street Address	City	State
		<u>90028</u>
		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 1921 (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 Sept. 12, 2011 at Hollywood, CA
(Date) (City) (State)
Signature: D. Leron Gubler Title: President & CEO

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.

CITY OF LOS ANGELES - LISTING OF SDO AFFIDAVITS

EXHIBIT 7

Hoffman Southwest dba Professional Pipe Services 23311 Madero St. Mission Viejo CA 92691	<input checked="" type="checkbox"/> SDO Affidavit Received? on 2/2/2009
Hoffman Video Systems 1049 Flower Street Glendale CA 91201	<input checked="" type="checkbox"/> SDO Affidavit Received? on 4/27/2004
Hofman, Andrew 424 S. Glenwood Place Burbank CA 91506	<input checked="" type="checkbox"/> SDO Affidavit Received? on 2/7/2006
Hogan Assessment Systems Inc. 2622 E. 21st Street Tulsa OK 74114	<input checked="" type="checkbox"/> SDO Affidavit Received? on 4/25/2005
Holiday Design, LLC 1523 Maltman Ave., #5 Los Angeles CA 90026	<input checked="" type="checkbox"/> SDO Affidavit Received? on 7/20/2011
Hollywood & Bronson Self Storage 5900 Hollywood Bl. Hollywood CA 90028	<input checked="" type="checkbox"/> SDO Affidavit Received? on 2/9/2009
Hollywood Arts 1671 Western Avenue Los Angeles CA 90069	<input checked="" type="checkbox"/> SDO Affidavit Received? on 6/20/2006
Hollywood Arts Council 6671 Sunset Bl., Suite 1502 Hollywood CA 90028	<input type="checkbox"/> SDO Affidavit Received? on
* Hollywood Chamber of Commerce 7018 Hollywood Bl. Hollywood CA 90028	<input checked="" type="checkbox"/> SDO Affidavit Received? on 4/12/2007
Hollywood Coffee Service dba: Joe To Go 5734 Tujunga Avenue North Hollywood CA 91601	<input checked="" type="checkbox"/> SDO Affidavit Received? on 11/8/2004
Hollywood Entertainment District Property Owners Association 1680 North Vine Street, Suite 216 Hollywood CA 90028	<input checked="" type="checkbox"/> SDO Affidavit Received? on 1/20/2004
Hollywood Property Owner Alliance 1680 Vine Alpharetta GA 30005	<input checked="" type="checkbox"/> SDO Affidavit Received? on 1/5/2009
Hollywood Sound Systems 1541 N. Wilcox Ave Hollywood CA 90028	<input checked="" type="checkbox"/> SDO Affidavit Received? on 10/20/2006
Holmes Building and Property Services 250 1/2 W. 85th Street Los Angeles CA 90003	<input checked="" type="checkbox"/> SDO Affidavit Received? on 6/21/2004
Holonyn Corporation 7121 W. Craig Road, Suite 113-234 Las Vegas NV 89129	<input type="checkbox"/> SDO Affidavit Received? on 8/17/2008
Holzberg Communications, Inc. P.O. Box 322 Totowa NJ 07511	<input checked="" type="checkbox"/> SDO Affidavit Received? on 11/12/2003
Homeboy Industries 130 W. Bruno Street Los Angeles CA 90012	<input checked="" type="checkbox"/> SDO Affidavit Received? on 12/7/2006
Homerun Supply 651 Angelus Pl. Suite D Venice CA 90291	<input checked="" type="checkbox"/> SDO Affidavit Received? on 3/31/2010
Homesafe Environmental Inc. 24662 Redlands Bl. Loma Linda CA 92354	<input checked="" type="checkbox"/> SDO Affidavit Received? on 6/20/2006
Homies Unidos Inc. 1625 W. Olympic Bl., Suite 706 Los Angeles CA 90015	<input checked="" type="checkbox"/> SDO Affidavit Received? on 3/15/2006
Honda of Downtown Los Angeles 1540 S. Figueroa Street Los Angeles CA 90015	<input checked="" type="checkbox"/> SDO Affidavit Received? on 9/14/2007
Honeywell International Inc. 6 Centerpointe Drive, Suite #300 La Palma CA 90623	<input checked="" type="checkbox"/> SDO Affidavit Received? on 6/14/2004
Honeywell, Inc. 22 Centerpointe Dr. La Palma CA 90623	<input checked="" type="checkbox"/> SDO Affidavit Received? on 3/10/2010
Hong Li, Barbara 4291 W. 190th Street Torrance CA 90504	<input checked="" type="checkbox"/> SDO Affidavit Received? on 7/20/2010
Hood, Darryl 2520 West Florence Avenue, #2 Los Angeles CA 90043	<input checked="" type="checkbox"/> SDO Affidavit Received? on 1/6/2004
Hooker's Repair Service 16306 Garfield Ave. Paramount CA 90723	<input checked="" type="checkbox"/> SDO Affidavit Received? on 5/10/2010
Hooleon Corporation 304 W. Denby Ave. Melrose NM 88124	<input checked="" type="checkbox"/> SDO Affidavit Received? on 2/23/2005
Hopkins Technical Products 470 C Harvest Park Drive Brentwood CA 94573	<input checked="" type="checkbox"/> SDO Affidavit Received? on 6/22/2007
Horiba International Corp. 17671 Armstrong Avenue Irvine CA 92614	<input checked="" type="checkbox"/> SDO Affidavit Received? on 7/9/2009
Horizon Air Measurement Services, Inc. 996 Lawrence Drive, Ste. 108 Newbury Park CA 91320	<input checked="" type="checkbox"/> SDO Affidavit Received? on 6/1/2004

Listing current as of 8/15/2011

EXHIBIT 8

BCA Form (6/08)

CITY OF LOS ANGELES

Awarding Dept.: CITY CLERK
Dept. Contact: EUGENE VAN CISE
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 Leron Gubler Pres./CEO 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:

7018 Hollywood Blvd. (213) 469-8311
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.

Hollywood Chamber of Commerce
COMPANY NAME

7018 Hollywood Blvd.
ADDRESS

L.A. CA 90028
CITY, COUNTY, STATE, ZIP

D. Leron Gubler
AUTHORIZED SIGNATURE

D. Leron Gubler
NAME AND TITLE (TYPE OR PRINT)

323-469-8311 9/12/11
TELEPHONE DATE

EXHIBIT 8

PRIME SUB BCA Form (6/08) **TOTAL COMPOSITION OF WORK FORCE** OCC# _____ Length of Contract 10 YRS.
 Contractor Hollywood Chamber Project Title EAST HOLLYWOOD B D
 Contractor Address 7518 Hollywood Blvd. Work Force as of (Date) 9/12/11 (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	T	J	A	T	J	A	T	J	A	T	J	A	T	M	F
CRAFT																	
Brick Layers																	
Carpenters																	
Electricians																	
Gunite 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
Official & 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 (6/08)

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 maybe 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 (608)

- 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 (608)

- 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.

9-12-11
DATE

Hollywood Chamber of Commerce
FIRM NAME

A-7

D. Leron Gubler
OFFICER'S SIGNATURES

D. Leron Gubler, Pres. & CEO
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.

Name (as shown on your income tax return)
Hollywood Chamber of Commerce

Business name, if different from above

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.)
7018 Hollywood Blvd.

City, state, and ZIP code
Hollywood, CA 90028

List account number(s) here (optional)

Requester's name and address (optional)

*Print or type
See Specific instructions on page 2.*

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
9510838540

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 ▶ D. Leon Baker Date ▶ 9/2/11

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 ²

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

² However, 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 ¹
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 employees) under a personal services contract, or a 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 (EIN).

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